

Minimum Advertised Price Policy

Texas Custom Grills, LLC, d/b/a FireDisc Cookers (“FDC”) has built a strong reputation and following among the end-user consumers of our products. In order to preserve our reputation for providing customers with high value products and strong after-sales supports, and to further enhance our image and competitiveness in the marketplace, FDC has unilaterally established a minimum advertised price (“MAP”) Policy of standards for FDC products.

The MAP Policy applies to all U.S. and Canadian dealers, distributors and resellers. The MAP Policy shall work under the following guidelines:

1. The MAP for all FDC’s products shall be consistent with Manufacturer’s Suggested Retail Price (MSRP) (“Discount”).
2. The MAP Policy applies to all advertisements of FDC products in any and all media, including, but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio, and public signage. The MAP Policy is not applicable to any in-store advertising that is not distributed to the customer.
3. “Bundling” or the inclusion in advertising of free or discounted products (whether made by FDC or another manufacturer) with a product covered by the MAP Policy would be contrary to the MAP Policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. The MAP Policy does not establish maximum advertised prices. All dealers, distributors and resellers may offer FDC’s products at any price in excess of the MAP established for such product.

Additionally, the dealer, distributor and/or reseller may not artificially increase prices for FDC products on its website and show a Discount greater than that allowed under this MAP. Such a discounting program confuses FDC customers and is contrary to FDC policies and ethical standards.

5. From time to time FDC may discontinue models or engage in promotions with respect to certain products or engage in the sale of “close out” products and/or “B stock” inventory. In such events, FDC reserves the right to modify or suspend the MAP Policy with respect to the affected products by notifying dealers, distributors and resellers of such change in writing. FDC further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion.
6. FDC reserves the right to offer promotions at any time throughout the year without adhering to the MAP Policy including but not limited to bundling, pricing, MAP Holidays and warehouse sales.
7. In the event a dealer, distributor or reseller chooses not to follow the MAP Policy, sanctions may be unilaterally imposed by FDC in its sole discretion. Intentional and/or repeated failure to abide by this MAP Policy may result in termination of business relationship, dealership or distributorship. FDC does not intend to do business with dealers, distributors and/or resellers who compromise the perceived value of FDC and its products. FDC may monitor the advertised price of dealers, distributors or resellers, either directly or via the use of third-party agencies. FDC reserves the right, in its unilateral discretion, to take other action to any dealer, distributor or reseller that violates the MAP Policy. FDC will enforce the MAP Policy in its sole discretion; therefore, no dealer, distributor or reseller has any right to rely on the continued existence of the MAP Policy or any effort by FDC to enforce the MAP Policy. The administrator of the MAP Policy shall be solely responsible for determining whether a violation of the MAP Policy has occurred, communicating decisions to dealers, distributors or resellers regarding the MAP Policy and receiving any communication regarding sanctions imposed under this MAP Policy. FDG SALES PERSONNEL

OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THE MAP POLICY. Therefore, all questions or comments regarding the MAP Policy are to be directed to the administrator of the MAP Policy at FireDisc, 16840 Barker Springs Rd, STE 300, Houston, TX 77084

8. This MAP Policy has been unilaterally established by FDC to help ensure the legacy of FDC as a top producer of high performance, high quality, professional products and to protect the reputation of its name and products. The MAP Policy is also designed to ensure dealers, distributors and resellers have the incentive to invest resources into services for FDC's customers. FDC reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the MAP Policy change or designate periods of time during which the MAP Policy is not applicable. Modifications of the MAP Policy shall be made available on the FDC website at www.firedisccookers.com