

Hogue MAP Policy

Hogue has adopted a MINIMUM ADVERTISED PRICE POLICY (“MAP Policy”). Hogue established this MAP Policy because resellers, who gain a competitive advantage based primarily on undercutting pricing structures, are detrimental to the Hogue brand and reputation.

Hogue, in its discretion, will not do business with any reseller if that reseller intentionally advertises any MAP Product below its MAP price. Hogue is confident that this program will strengthen its competitiveness to the benefit all of its resellers.

Official Policy and Guidelines:

1. The MAP Policy will be enforced by Hogue in its sole discretion.
2. Hogue reserves the right in its unilateral discretion to take other action with respect to any resellers that violates this MAP Policy.
3. Hogue recognizes that any Hogue account can make its own decision to advertise and sell any Hogue product at any price it chooses without consulting or advising Hogue. Hogue similarly has the right to make its own independent decision regarding product allocations and reseller participation.
4. Hogue will maintain an updated “MAP Product” list of those products that will fall under this MAP Policy. Hogue reserves the right to update or modify this list at any time.
5. All products listed will have a MAP retail price. Listing a price lower than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price” automated “bounce-back” pricing emails, pre-formatted email responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other features are considered to be communications initiated by the reseller (rather than the consumer) and this constitutes “advertising” under this MAP Policy. This MAP Policy also applies to any activity which Hogue determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for “group purchases” and the like.
6. It shall not be a violation of this MAP Policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy
7. From time to time, Hogue may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Hogue reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
8. Where Hogue products are bundled with or sold as part of a package that includes other products, it shall be a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that violates the letter or spirit of the MAP Policy.

9. It shall be a violation of this MAP Policy to include in any advertising for Hogue products an additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP product below MAP. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of a Hogue product) shall be evaluated under the same guidelines as described in section 8 regarding product bundling. For example: a gift card redeemable on a future purchase would be considered an “other product” under section 8.
10. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to Hogue Products, so long as no price is listed.
11. If a reseller with multiple store locations violates this MAP Policy at any particular store location, then Hogue will consider this to be a violation by all of the reseller’s locations.
12. Although resellers remain free to establish their own resale prices, Hogue reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following Hogue’s verification that such a reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by Hogue, or if reseller has violated this policy in any other way.
13. Hogue’s sales representatives are not permitted to discuss this policy or make any agreements or assurances with respect to Hogue’s policy regarding reseller advertising or pricing. This also includes any consumer program or promotion that affects MAP Products.

Penalties:

Hogue will monitor advertised prices of MAP products and will provide notices of violations and penalties as outlined in this section.

1st Violation: Hogue will issue a written notice of the violation to the reseller. The reseller will have two (2) business days to correct the violation. If the violation is not corrected within this period of time, a second violation will be deemed to have occurred.

2nd Violation: For a period of 60 days, the reseller will not have access to Hogue products, either directly or through authorized distributors. The reseller will have two (2) business days to correct the violation. If the violation is not corrected within this period of time, a third violation will be deemed to have occurred.

3rd Violation: The reseller will no longer have access to Hogue products, either directly or through authorized distributors.

Changes to Policy:

Hogue reserves the right to change or cancel this policy at any time.