



**INVICTUS**  
B O D Y J E W E L R Y  
Quality Without Compromise

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16 Fitch Street Norwalk, CT 06855 • Toll Free: 1-203-803-1129 • Fax: 1-203-356-9249 • info@invictusbodyjewelry.com • www.invictusbodyjewelry.com

## **INVICTUS WEB (ONLINE) RETAILER AGREEMENT**

We appreciate the opportunity to work with you and your company and will strive to do everything we can to supply the products on a timely basis, and guarantee the quality to be what is expected and stand behind you in the case it is not. The Invictus mission is to provide high quality piercing jewelry to the professionals in the industry. Invictus is for the professional piercers and shops which offer piercing services. Many of these shops also sell on-line. Invictus is also available by approval to certain e-retailers that specialize in professional piercing jewelry and uphold quality, price and overall standards in the industry. Additionally, we do not want the Invictus Brand to be listed - sold on marketplaces such as Amazon, eBay, Walmart & others. To this end we require that anyone selling our products online complete this document agreeing to the following terms and conditions:

### **Distribution Channel:**

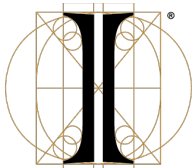
Customers ( Resellers ) agree to sell the products on web sites that they own and control the information. Resellers shall not promote , market , advertise , offer to sell or sell any Invictus product on or through any online marketplace or auction service ( E.G., eBay Amazon Marketplace or like websites ).

### **MAP Policy:**

As a High Quality Body Piercing Jewelry provider, Invictus is focused on maintaining profitable margins for our piercers/dealers/retailers network. In recognition of the investment in time and resources required for our high-quality piercers/dealers/retailers to provide the level of customer service and product knowledge expected from our customers, Invictus is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. Invictus has an established Minimum Advertised Price (MAP) Policy that anyone selling on the Web must follow for the advertising and marketing of Invictus products. All Invictus Authorized Resellers must agree to the terms and conditions of the following MAP Policy:

### **Invictus's MAP Policy Guidelines for Invictus Products:**

MAP pricing for all Invictus products can be found in the current price list. All advertised prices must be at or above MAP for all Invictus products if a MAP price has been established by Invictus. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted.



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Resellers are also responsible for ensuring their Invictus pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. Invictus's MAP policy for all Invictus products apply to advertising placements, including but not limited to: print and digital ads , social media , resellers own website, and any other advertising media.

From time to time, Invictus may permit resellers to advertise MAP Products at prices lower than the MAP price. For example, when Invictus lowers the wholesale price in a promotional event. In such events, Invictus reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

### **Pricing Statements**

Invictus's MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."

### **Price Matching Policies**

Price matching cannot be used as a valid reason for violations of Invictus's's MAP Policy. Advertised prices must always be at MAP or higher. Please contact us to discuss why you think the price needs to be equal or better than another price.

### **Failure to Comply with the MAP Policy**

At the sole discretion of Invictus, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all Invictus products both direct as well as through distribution.

### **Invictus will utilize the following steps to resolve MAP violations:**

1. Any and all e-tailers selling Invictus products which have not signed an Invictus MAP Policy agreement are classified as Unauthorized Resellers.
2. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours.
  2. Second Violation: MAP violations must be corrected within 24 hours. Authorized Reseller's account will be put on hold for 30 days.
  3. Third Violation: Authorized Reseller's account will be unauthorized indefinitely.



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Invictus will update its price list and corresponding MAP whenever it introduces new products. When the company has Price updates the customers will be notified accordingly. The customer's retail pricing must be updated immediately upon receipt.

**MAP Policy Confirmation Agreement**

The Invictus MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, Invictus Body Jewelry and retailer :

\_\_\_\_\_

Invictus places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of Invictus products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for Invictus Body Jewelry products.

Read and Understood:

**Authorized Reseller (Company Name)**

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_

**Authorized Reseller Representative:**

Name \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Web URL \_\_\_\_\_