

IMAPP

INTERNET MINIMUM ADVERTISING PRICE POLICY



BALBOA
A HELIOS TECHNOLOGIES COMPANY

WELCOME

to Balboa Water Group's Online Selling Program





E-COMMERCE IMAP Policy FAQ's

BALBOA WATER GROUP (BWG) — NORTH AMERICA

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WHAT DOES IMAPP STAND FOR?

IMAPP stands for Internet Minimum Advertised Price Policy. It is a policy that is implemented unilaterally and states how authorized resellers can advertise BWG products online in North America. The IMAP Policy governs internet advertised price, not resale price. All sellers remain free to set the ultimate resale price as they wish.

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WHO DOES THE IMAP POLICY APPLY TO?

BWG's IMAP Policy applies to all resellers of BWG products – including distributors, dealers, wholesalers, retailers and other resellers.

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WHEN WILL BWG'S IMAP POLICY TAKE EFFECT?

The IMAP Policy is currently in effect and has been since 2021.

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WILL THE IMAP POLICY RESTRICT WHAT I CAN SELL A PRODUCT FOR?

Resellers may sell BWG products at whatever price they wish. The IMAP Policy only covers the advertisement of prices for BWG products.

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WHAT IS BWG'S IMAP POLICY?

BWG's full IMAP Policy is included in this brochure for you to review. To simplify, re-sellers may sell all covered products at any price the Reseller deems appropriate. However, it is in violation of this policy if the advertised price is more than \$1.00 below current IMAP pricing. IMAP Policy specifically addresses "advertised" pricing, not necessarily the price a product is actually sold for.

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WHAT "ADVERTISING" IS COVERED BY THE IMAP POLICY?

The IMAP Policy applies to all promotional or pricing information displayed via any type of digital media, including, but not limited to, websites, blogs, social media, affiliate marketing networks/ comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet.



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AM I ABLE TO PROMOTE DISCOUNTS IN MY ADVERTISING?

- Offering coupons, discounts, gift cards, cash backs or other incentives that when applied would result in a net advertised price lower than IMAP would be in violation.
- Bundling products with other products or services that would imply below IMAP Pricing would also be in violation.
- Strike-outs or strike-throughs or call outs to see price in cart suggesting a lower price may be found online at the final check out stage is also in violation of IMAPP.

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AM I ABLE TO OFFER FREE SHIPPING?

Yes. Offering free shipping is NOT a violation of this IMAP policy.

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ARE THERE ANY RESTRICTIONS ON ADVERTISEMENTS STATING A PERCENTAGE OFF OF A PARTICULAR PRODUCT OR PRODUCTS?

Stating a percentage off of a product or group of products is permissible provided that when the discount is applied, the advertised price will not be lower than IMAP.

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WHAT IF I DON'T LIST AN ADVERTISED PRICE AND INSTEAD ASK CUSTOMERS TO CALL TO FIND OUT PRICING?

Direct or indirect attempts to circumvent IMAP violate the policy; however, it is not a violation to advertise that a customer may "call for price" or "text for price" as long as no price is listed and no automated call, text or "bounce back" email is used in response.

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CAN I ADVERTISE BWG PRODUCTS FOR MORE THAN THE IMAP POLICY PRICING?

Yes. IMAP Policy does not establish maximum advertised pricing. Resellers may advertise for any price that they wish above IMAP without violating the IMAP Policy.

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CAN A RESELLER SELL BWG PRODUCTS ON THIRD PARTY WEBSITES?

NO. Resellers may **NOT** sell via third party websites (i.e. Amazon, Ebay, Walmart, etc.).



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CAN I ADVERTISE SPECIAL PRICING OR PROMOTIONS STRICTLY IN MY BRICK-AND-MORTAR STORE FOR BWG PRODUCTS THAT MAY BE PRICED BELOW MAP?

Yes. Advertisements for IMAP do not include pricing and promotional information displayed solely on the premises or via in-store materials that are not distributed to customers.

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CAN IMAP PRICING CHANGE THROUGHOUT THE COURSE OF THE YEAR?

Yes. BWG reserves the right to change the IMAP at its' sole discretion.

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I HAVE NOTICED OTHER RESELLER(S) VIOLATING IMAP. SHOULD I REPORT THE VIOLATIONS?

BWG handles the enforcement decisions internally and cannot discuss complaints about another reseller's pricing or conduct.

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DOES IMAP POLICY APPLY TO ALL BWG PRODUCTS?

No. The IMAP Policy only applies to BWG Products listed in the BWG North America IMAP Schedule. The BWG North America IMAP Schedule will be made available to all resellers and may be amended by BWG at its' sole discretion at any time. The BWG North America IMAP Policy, Covered products, & Authorized E-tailer Application can be found at www.balboawater.com/support/IMAP

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WHAT ARE THE CONSEQUENCES IF I VIOLATE THE IMAP POLICY?

If one or more covered products is found to be advertised at a price that violates the IMAPP, BWG will take actions outlined in the IMAP Policy. While it is the reseller's choice to follow the IMAP Policy, BWG reserves the right to take action in accordance with the IMAP Policy if the reseller does not comply. The IMAP Policy is non-negotiable.





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HOW DO I BECOME AN AUTHORIZED ON-LINE SELLER OF BWG COVERED PRODUCTS?

Simply request the Application from your supplying distributor.

Resellers who sell BWG products on multiple websites will be considered as one Reseller.

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I HAVE MORE QUESTIONS ABOUT BWG'S IMAPP POLICY – WHO CAN I CONTACT FOR MORE INFORMATION?

BWG's IMAP Program Administrator is the person best trained to respond to your concerns and address any of your questions. All questions and comments concerning BWG's IMAP Policy must be submitted in writing and directed to the BWG IMAP Administrator.

TO ADDRESS ISSUES OR CONCERNS REGARDING IMAP for BWG NORTH AMERICA:

Please Email:

IMAPprotection@balboawater.com



Internet Minimum Advertised Price (“IMAP”) Policy Updated 07.01.2025

BALBOA WATER GROUP (BWG) — NORTH AMERICA

Balboa Water Group (“BWG”) makes a significant investment in the brand image of its’ products and emphasizes the quality and performance of them. In an effort to protect the brand image, BWG believes that BWG products should be advertised at prices that reflect and protect the value of the brand and to prevent the “race to the bottom.”.

BWG has determined that certain advertising practices undermine BWG’s brand and image and will encourage BWG Resellers (as hereinafter defined) to invest in BWG products and to provide the best possible support and service to consumers. BWG has established this unilateral Internet Minimum Advertised Price Policy (“IMAP Policy”) to protect the integrity of the BWG brand image. The IMAP Policy applies to all distributors, dealers, wholesalers, retailers and other resellers (as herein defined) which are recognized by BWG (collectively, “Resellers”) of Covered Products (as hereinafter defined) in North America. It is a violation of the IMAP Policy for Resellers to ad-

vertise Covered Products at more than \$1.00 below the current BWG IMAP for such Covered Products.

The IMAP Policy applies to all products included on the BWG IMAP List (“Covered Products”). BWG has sole power, discretion and authority for establishing the internet minimum advertised price (“IMAP”) for Covered Products.

This IMAP Policy is not intended, nor should it be interpreted, as an attempt by BWG to set advertised or resale prices or an agreement between BWG and any Reseller or other party. In addition, BWG will not accept any assurance of compliance with the IMAP Policy from any Reseller. Resellers must decide independently whether to comply with the IMAP Policy. This IMAP Policy and IMAP are not negotiable for any individual Reseller. The IMAP Policy is strictly limited to advertised prices and does not affect the prices that Reseller may charge for Covered Products.

GUIDELINES

Resellers may advertise and sell all Covered Products at any price each Reseller considers appropriate. However, it is a violation of the IMAP Policy for a Reseller to advertise any Covered Product at a price more than \$1.00 below current IMAP. Such advertisements include, but are not limited to:

I.

Offering coupons, discounts, gift cards, redeemable goods, cash backs, future discounts, rebates, credits, or other incentives or inducements that, when applied, result in a net advertised price lower than the IMAP, including through use of a website-wide sale, promotional code, or any other similar provision that can be applied to Covered Products.

II.

Bundling Covered Products with other products or services (whether made by or provided by BWG or another entity) in a manner that implies below-IMAP pricing for the bundled Covered Product.

III.

Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.



Internet Minimum Advertised Price (“IMAP”) Policy

Direct or indirect attempts to bypass the IMAP Policy also violate this IMAP Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price” as long as no below IMAP price is listed and no automated call, text message, or “bounce-back” email is used in response. In addition, offering free shipping is not a violation of the IMAP Policy.

For purposes of the IMAP Policy, the terms “advertise”, “advertising” and “advertisement” include all promotional or pricing information published or displayed via any type of digital media, including, but not limited to; websites, blogs, social media, affiliate marketing networks/comparison shopping engines, Reseller-initiated text messages or emails to customers or prospective customers, mobile/ smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, texts, product listing ads, sponsored links, ads in any other media in a digital format that is communicat-

ed or conveyed via the Internet, and any other marketing or promotional materials displayed online. Resellers may sell via their own proprietary website as well as sales via third party websites (i.e. Ebay, Walmart, Newegg, etc.) with the exception of Amazon. No reseller will receive permission or be considered to be an authorized online seller for Amazon.

Nevertheless, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under the IMAP Policy. The “final online checkout stage” is the stage when the Covered Product is added to the shopping cart and includes the customer’s information such as name, shipping address, email address, and payment. Pricing information in the “shopping cart” or “checkout” should be concealed so that it is not retrievable by shopping and pricing engines, and not displayed on search page results with respect to the Reseller’s own website.





Enforcement

Resellers who sell BWG product on multiple websites will be considered as one Reseller. BWG will take the following actions with respect to any Reseller that fails to comply with the IMAP Policy with respect to the internet advertisement of any Covered Product:

STEP 1

Reseller will receive notice of the violation via email and will have 2 business days to correct the violation. This is considered a Level 1 violation.

STEP 2

If Reseller does not comply with the request outlined in step 1, Reseller will receive a 2nd email notice for corrective action from their supplying distributor and/or BWG. The Re-seller will have 2 additional business days to correct the violation.

STEP 3

If Reseller does not comply with the requests outlined in Step 1 and Step 2, then Reseller will receive an email notice and phone call from BWG stating that Reseller be required to remove all online advertising and retailing of Covered Products for a period of 90 days from ALL their known websites. Reseller will have 3 business days to comply with this request. This is considered a Level 3 violation.

STEP 4

If Reseller does not comply with the request outlined in Step 3, Reseller will be placed on a **DO NOT SHIP** list from all supplying distributors for all Covered Products for a period of 90 days. This is considered a Level 4 violation and Reseller will be stripped of their "Authorized Online Seller" status and must re-apply after the 90 days is complete.

General Terms

1. The IMAP Policy will be enforced by BWG in its' sole discretion and without notice.
2. No BWG or BWG Distributor employee, vendor, supplier, or sales representative is authorized to, nor shall the same: modify, interpret, or grant exceptions to the IMAP Policy; solicit or obtain the agreement of any person to the IMAP Policy; or, otherwise discuss any aspect of the IMAP Policy with any Reseller, including that Reseller's or any other Reseller's compliance with the terms of the IMAP Policy.
3. All questions or comments concerning the IMAP Policy must be submitted in writing and directed to BWG MAP Administrator at IMAPprotection@balboawater.com.
4. BWG reserves the right to unilaterally amend, change, suspend, terminate, or reinstate the IMAP Policy at any time and for any reason without notice.

Thank You



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2020 PIPER RANCH ROAD | SAN DIEGO, CALIFORNIA 92154