

TO: Black Diamond Dealers
FROM: Black Diamond Sales Department
RE: Unilateral Minimum Advertised Pricing (MAP) – Black Diamond 2020 Collection

Black Diamond Dealers;

Black Diamond Equipment (“Black Diamond”) is committed to providing high quality products and after-sales support, and is proud of the strong reputation and high perceived value it has achieved among retailers and end-user consumers alike. Black Diamond actively supports the advertising and promotion of its products by its dealers, distributors and retailers, and supports the concept that healthy dealer margins are critical to the outdoor industry. In order to protect and enhance the image and reputation for quality associated with its products and associated trademarks, Black Diamond is unilaterally establishing a minimum advertised price policy for its products.

Effective January 1, 2020, Black Diamond is unilaterally implementing this Minimum Advertised Price Policy (“MAP Policy”) for all Black Diamond-made products (“Black Diamond Products”). This MAP Policy will apply to all dealers, distributors and retailers, including catalogue and Internet retailers, which advertise, sell or distribute Black Diamond Products to end-user consumers (collectively, “Resellers”).

The MAP Policy will operate under the following guidelines:

1. **MAP Prices.** The minimum advertised price (“MAP Price”) varies by brand and/or product category. The list of MAP Prices, organized by brand and/or product category, is attached hereto as Schedule 1. This list and the MAP Prices may be updated from time to time at Black Diamond’s sole discretion. If conditions mandate an in- season change to this policy, Black Diamond will publish and distribute a formal amendment.
2. **Advertisements.** The MAP Policy applies to all advertisements of Black Diamond Products in any media, including but not limited to newspapers, magazines, catalogues, mail order catalogues, flyers, posters, coupons, mailers, inserts, television, radio, public signage, Internet, mobile apps or similar electronic media, and any online visual or audio media, including websites, social media sites or any other online presence (“Advertising”). For purposes of this MAP Policy, the term “Advertising” does not include, and the MAP Policy is not applicable to, in-store advertising that is displayed only in the store and is not distributed to the customer.
3. **Advertised Price Restriction.** Under the Map Policy, a Reseller may not, itself or through its agent or representative, create, produce, publish, post or otherwise distribute or display, or cause to be distributed or displayed, any Advertising that lists any Black Diamond Products at a price below the applicable MAP Price.
 - a. This restriction includes the listing of any rebate, discount or sales pricing, including membership discounts, banner discounts, store-wide or department sales (e.g., Pricing Is Too Low To Be Displayed; 20% Off; 20% Off Entire Site; Buy One Get One Free/Discounted; Buy One Get Free Gift; Buy More Save More; Coupon Eligible) and any other advertised sale or discount that would effectively result in the Black Diamond Products being advertised at a price below the MAP Price. Such Advertising will constitute a violation of the MAP Policy.
 - b. This restriction includes “bundling”, i.e., the advertising of free or discounted products (whether made by Black Diamond or a third party) with Black Diamond Products. Such Advertising will constitute a violation of the MAP Policy if it has the effect of discounting the advertised price of the Black Diamond Product below the MAP Price.
 - c. This restriction includes the advertised pricing listed on Internet sites. However, this does not apply to the actual sales price reflected on the check-out or order page of an Internet site, as such constitutes the actual sales price and is not bound by this MAP Policy.
 - d. New product launches are not eligible to be included in any discount, including MAP Policy break windows for 90 days from published product launch date.

- e. Notwithstanding the foregoing, this restriction does not include Advertisements of promotions designed to drive new customer acquisition and loyalty programs, provided the following conditions are met: Black Diamond cannot be highlighted exclusively; the promotion must apply to all vendors; and maximum allowable discount for new customer acquisition and loyalty programs must not exceed 10% off in-line product.
 - f. New customer acquisition: 15%
 - g. Retention + loyalty: 10%
4. **No Sales Price Restriction.** The MAP Policy applies only to advertised prices, and does not apply in any way to the retail price at which Black Diamond Products are actually sold or offered for sale to an individual consumer within the Reseller's location, Internet website check-out or order page, over the phone or through a "bid" process. Resellers remain free to set the actual sales prices for Black Diamond Products in the Resellers' sole discretion and to sell Black Diamond Products at any prices they choose, and may communicate such actual sales prices to consumers through alternative (non-Advertising) means such as through email or "call for pricing" notations.
 5. **No Maximum Price Restriction.** The MAP Policy does not establish maximum advertised prices. Resellers may advertise and/or offer Black Diamond Products at any price in excess of the MAP Price for such product.
 6. **Allowed Statements.** The MAP Policy does not in any way prohibit or restrict the ability of Resellers to include in Advertising statements that customers may "call for price" or that the Reseller "has the lowest prices" or "will match or beat any competitor's price", or statements of similar meaning, so long as the advertised price of the Black Diamond Products is not lower than the applicable MAP Price.
 7. **Sanctions for Noncompliance.** It is Black Diamond's intention not to do business with Resellers who compromise the reputation and perceived value of Black Diamond Products. Black Diamond may monitor the advertised prices of Resellers and/or retain third party agencies to monitor such prices. In the event that a Reseller violates this MAP Policy by advertising a Black Diamond Product below the applicable MAP Price, Black Diamond may cancel all orders and refuse to accept new orders for that SKU (and/or any replacement style) from such Reseller, without notice and for any period of time at Black Diamond's sole discretion. A Reseller's intentional or repeated failure to abide by this MAP Policy may result in Black Diamond, at its sole discretion, terminating that Reseller's right to sell Black Diamond Products and possibly terminating all shipments to that Reseller. In addition, a Reseller's violation of this MAP Policy may cause such Reseller to be ineligible to participate in any advertising funds that may be established by Black Diamond, including any advertising and/or sales programs or co-operative advertising funds. Black Diamond may unilaterally, in its sole discretion, decide to reinstate a previously noncomplying Reseller's ability to purchase a Black Diamond Product; however, such Reseller's assurances of future compliance are not a condition of reinstatement, and Black Diamond does not ask for or accept any such assurances.
 8. **No Agreement. Notwithstanding anything to the contrary in this MAP Policy or elsewhere, this MAP Policy does not constitute an agreement.** Resellers are free to decide whether or not to comply with the MAP Policy. Black Diamond, its employees and representatives do not seek and will not accept any assurances of compliance, conditions of compliance, agreements or understandings from Resellers with respect to compliance with the MAP Policy. A Reseller's decision to advertise Black Diamond Products at prices equal to or in excess of the applicable MAP Prices does not constitute acceptance or an agreement to comply with the MAP Policy.
 9. **Contact.** If you would like to make a comment about the MAP Policy, you may email MAP@bdel.com. Black Diamond Sales Management is the sole decision maker regarding violations of the above policies. No employee or representative of Black Diamond is authorized to discuss, amend, modify or interpret this policy. Black Diamond does not seek and will not accept complaints from any dealer or dealer representative about any violation of this policy by any other dealer.

The MAP Policy has been unilaterally established by Black Diamond in order to preserve the reputation for high quality and perceived value of Black Diamond Products and shall remain in effect unless Black Diamond amends, replaces, suspends or discontinues it. Black Diamond reserves the right to unilaterally modify, suspend or discontinue the MAP Policy in whole or in part and any MAP Prices at any time.

Schedule 1

MAP Prices

For Equipment Categories

MAP and Sales Price Policy must be adhered to outside of the authorized promotions outlined below. No exceptions.

- 1) MSRP for Black Diamond products are published in the Spring 2020 and Fall 2020 USA and CAD price lists.

Non-Seasonal Equipment Guidelines:

2020 MAP Break Windows

Holiday Window	Start Date 12:01 AM	End Date 11:59 PM	Maximum Discount On MSRP
Presidents Day	2/7/2020	2/17/2020	25%
Memorial Day	5/12/2020	5/25/2020	25%
July 4 th	7/2/2020	7/6/2020	25%
Labor Day	8/25/2020	9/7/2020	25%
Black Friday	11/20/2020	11/30/2020	25%

- a. Non-Seasonal Equipment Product Categories are defined as: Climb, Trekking Poles, Lighting, Tents, Packs, Gaiters, Performance Footwear and Climbing Shoes.
- b. **The allowable discount on climbing packages is 10%.** Package discounts must be clearly stated as such and NOT substituted as “individual” product pricing. Climbing packages are defined as multiple Black Diamond items that:
 - i. Contains at least three (3) cams when outlining a cam specific package
 - ii. Have a retail value greater than \$200 MSRP

Seasonal Equipment Product Guidelines:
2020 SPRING – MAP Break Windows

Product Category	February 15 – March 15	March 16 – July 31
Skis	25% Maximum Discount	No Restrictions
Ski Bindings	25% Maximum Discount	No Restrictions
Snow Safety Equipment	25% Maximum Discount	No Restrictions
Jet Force Packs	25% Maximum Discount	No Restrictions

2020 FALL – MAP Break Windows

Product Category	August 25 – September 7	November 20 – November 30
Skis	15% Maximum Discount	25% Maximum Discount
Ski Bindings	15% Maximum Discount	25% Maximum Discount
Snow Safety Equipment	15% Maximum Discount	25% Maximum Discount
Jet Force Packs	15% Maximum Discount	25% Maximum Discount

- a. Seasonal Equipment Product Categories are defined as: Jet Force Packs, Skis, Snow Trekkers, Tranceivers, Ski/Avalanche Accessories, Bindings, Pieps Products and Fritschi Bindings.
- b. **The allowable discounts on ski packages is 10%** for any combination of three products (Skis, Bindings and Skins) and is inclusive of any and all gift with purchase or value-added offer. Package discounts must be clearly stated as such and NOT substituted as “individual” product pricing.

For Apparel Categories

The MAP Policy must be adhered to outside of the outlined price break windows outlined below. No Exceptions.

- 1) MSRP for Black Diamond products are published in the Spring 2020 and Fall 2020 USD and CAD price lists.

Apparel, Gloves, Logowear, Hats Guidelines:***2020 MAP Break Windows***

Holiday Window	Start Date 12:01 AM	End Date 11:59 PM	Maximum Discount On MSRP
Presidents Day	2/13/2020	2/17/2020	25%
Memorial Day	5/21/2020	5/25/2020	25%
July 4 th	7/2/2020	7/6/2020	25%
Labor Day	9/3/2020	9/7/2020	25%
Black Friday	11/26/2020	11/30/2020	25%

Non-Current Product

- a. Advertising permanent markdowns on non-carry-forward product are allowed after February 1, 2020 for Fall 2019 product and after July 15, 2020 or Spring 2020 product.
- b. Non-carry-forward product is defined as product considered non-current in the next corresponding seasonal cycle. The Spring seasonal cycle begins January 1, 2020 and ends June 30, 2020. Fall seasonal cycle is defined as beginning July 1, 2020 and ending December 31, 2020.