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ARK Performance MAP Policy

As the world's leading aftermarket auto parts manufacturer, ARK Performance is focused on maintaining high margins for our dealer/distributers network. In recognition of the investment in time and resources required for our high-quality dealer/distributers to provide the level of customer service and product knowledge expected from our customers, ARK Performance is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. ARK Performance has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of ARK Performance products. All ARK Performance Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

ARK Performance's MAP Policy Guidelines for ARK Performance Products

MAP pricing for all ARK Performance products can be found on the attached current price list and will be regularly updated and sent to you every quarter or whenever there are any price and/or product changes. All advertised prices must be at or above MAP for all ARK Performance products if a MAP price has been established by ARK Performance. 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 as long as the MAP policies are adhered.

Resellers are also responsible for ensuring their ARK Performance product 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. ARK Performance's MAP policy for all ARK Performance products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, ARK Performance may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, ARK Performance 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.

Failure to Comply with the MAP Policy

At the sole discretion of ARK Performance, 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 ARK Performance products both direct as well as through distribution.

ARK Performance will utilize the following steps to resolve MAP violations:

1. Any and all resellers selling ARK Performance products which have not signed an ARK Performance MAP Policy agreement are classified as Unauthorized Resellers.

2. Resellers of ARK Performance are required to provide a signed MAP agreement from any reseller selling ARK Performance products. Unauthorized resellers should not be sold to or provided a feed from any Reseller whatsoever.

3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.

    a. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. Any MAP violations must be corrected within the 24 hours of notification. Upon correction and following 30 days of compliance, the violation will then be cleared.

    b. Second Violation: If there is a second violation within 30 days of a previous violation, Authorized Reseller's account will be put on hold for 30 days. After this duration, ARK Performance will review and determine if the account is to be reinstated or downgraded to a second tier reseller.
    c. Third Violation: Should ARK Performance decide to reinstate an Authorized Reseller who has previously demonstrated a second violation, yet violates a third time, the account will be designated as a second tier discount level reseller.
    d. If a second tier reseller violates the MAP policy, the account will be terminated, and the reseller will no longer be an authorized ARK Performance Reseller.

ARK Performance will issue a new price list upon the first day of each quarter, based on a calendar year. Pricing must be updated immediately upon receiving the new price list.

ARK Performance's Branding Terms and Conditions

ARK Performance is an established brand in the automotive aftermarket industry, recognized for its strong core values, exceptional product designs, and some of the highest quality of aftermarket products available. To maintain this standard of excellence, please review the information below.

1. All ARK Performance resellers must use the updated company logos. Links to the update Company Logos will be provided. Custom resolutions for logos will be available upon request. Please let your ARK Performance representative know what resolution or image sizing you will need for your website.

    Link: https://www.arkperformanceusa.com/logos

2. Resellers must use the official provided images for ARK Performance products. Please use this time to update any and all product images that have not been updated. Due to design updates and addition of features to products, many older product images may not accurately reflect the final product received by customers. In addition to the officially provided images, you may use your own ARK Performance product images including images of the product itself or the product featured on a vehicle. However, ARK Performance reserves the right to request the change or elimination of images that we believe does not accurately represent the product and the ARK Performance brand. Links to the all updated ARK Performance product images will be provided. Custom resolution and image sizes will be available upon request. Please contact your ARK Representative for your website's required resolution and images.

Link: https://drive.google.com/drive/folders/1N9Chg4pkDRHYI1mTsmAANx88_SouR-i3

3. All information pertaining to the pricing for any ARK Performance product must be correctly advertised and up to date. The correct MAP must be upheld and ARK Performance will not be responsible for any resellers' incorrect pricing. ARK Performance will not be responsible for any compensation for incorrect MAP.

ARK Performance will take action against any failure to follow the branding terms and conditions from above. The following actions will be taken with each branding violation:

1. An ARK Representative will reach out and the reseller will have a ten business day period to correct any branding issues.
2. If the issue is not resolved within the ten business day period immediately following the violation, another warning will be issued and an additional grace period of five business days will be given.
3. After the previous steps, if the issue has not been resolved, a written warning will be given along with a temporary hold, and any and all issues will be required to be corrected within 24 hours,
4. The final step will be to place the Authorized account on hold for 30 days.

If there is any confusion or uncertainty on the ARK Performance branding guide, please contact us by email or phone, and we will be more than happy to assist. By following these Brand Terms and Conditions, we can ensure a consistent high quality presentation of ARK Performance products and deliver a better experience to all ARK Performance customers.