



Shoreview Distribution Dealer Addendum- for Behringer

Company: _____ **Date:** _____

City, State: _____ **Phone:** _____

Contact: _____ **E-mail:** _____

Current Shoreview Distribution Reseller: Y / N _____

This DEALER Addendum (Addendum to the “Shoreview Distribution Dealer Agreement”) is made and entered into this ____ day of _____, 2010 (the “Effective Date”) by and between Shoreview Distribution Inc, a Massachusetts Corporation (“Shoreview Distribution”), and _____, a _____ company, maintaining its principal place of business at _____ (“Buyer”).

Qualifying Behringer Dealer applicants (“Buyer”) must meet the following requirements:

“Buyer” Duties

Buyer shall:

- 1.1 If selling via an internet website, provide a separate location on the website where the BEHRINGER and BUGERA branded products can be seen as complete product lines. This separate location must be the destination page if the words BEHRINGER or BUGERA are entered into the search engine for the website. Products may also be listed individually in other areas of the website.
- 1.2S directly only to end-users; See sect.2.1
- 1.3 Only publish the Company’s minimum advertised price (“MAP”) in advertising or promotional material;
- 1.4 Extend to customers the Company’s applicable standard Limited Warranty which is in effect at the time of retail sale. Re-seller understands that no other warranty is expressed or implied
- 1.5 Conduct operations in strict compliance with all applicable laws and regulations and refrain from any unfair trade practices;

Buyer Restrictions

In order to protect and preserve the value and goodwill of Behringer’s Products, and to ensure that Behringers’s Products are displayed in a high quality manner, the following conditions shall apply.

- 2.1 Buyer shall not sell or otherwise transfer products to any person or entity for resale without the prior written consent of Behringer and shall not trans-ship Products, either on a wholesale or retail basis.
- 2.2 Buyer shall not sell, offer for sale, distribute, or market Behringer Products to any

other Buyer/Distributor or any other entity that sells, offers for sale, or engages in the sale, or bidding of Behringer Products via the Internet website known as "eBay", any other internet "auction" site, the World Wide Web, or any other electronic network, except as set forth in Clause 2.4 below. Re-seller agrees to allow the audit of its business records to confirm the absence of unauthorized distribution. Buyer agrees that in the event of a violation of this Clause 2.1, it would be difficult to accurately determine the damage caused to by such unauthorized distribution activities. For this reason, Behringer may seek liquidated damages in an amount not less than \$500.00 for each unit of the Product sold or acquired in violation of this Clause 2.1 and Behringer's costs associated with the investigation, product recovery and cessation of such unauthorized distribution activities.

2.3 Buyer will only publish Behringer's minimum advertised price ("MAP") in advertising or promotional material. MAP applies *only* to advertised pricing in any type of media, such as newspapers, catalogs, online, etc. Buyer may sell the Products at any price.

2.4 Buyer may display Product(s) on Re-seller's website. The Company may, in its discretion, require Re-seller to modify the way in which any particular Product(s) is/are displayed or described on Re-seller's Website.

MAP Policy

- a. Buyer will only publish the Behringer's minimum advertised price ("MAP") in advertising or promotional material. MAP applies only to advertised pricing in any type of media, such as newspapers, catalogs, online, etc. Buyer may sell the Products at any price.
- b. Products subject to the MAP Policy and their corresponding Minimum Advertised Price are published in the Shoreview Distribution's current and effective Buyer Price Lists. Shoreview Distribution and Behringer, in their sole discretion, may amend or discontinue MAP Pricing on any MAP Product at any time.
- c. Shoreview Distribution will unilaterally administer and enforce this MAP Policy. Buyer's who violate this MAP Policy will be subject to enforcement actions including, but not limited to, loss of eligibility to purchase MAP Products for an unspecified period of time and termination, as determined by and at the sole discretion of the Shoreview Distribution. Except as otherwise expressly provided in this MAP Policy, it shall be a violation of this MAP Policy for a Buyer to include any prices below MAP in its Advertisements of MAP Products. Advertisements that do not include specific prices do not violate this policy. For example, it is not a violation of the MAP Policy to advertise that a Buyer has the lowest prices, or will match or beat competitors' prices, or use similar language.
- d. Buyers may advertise that customers may call the Buyer for a price quote. "Call for Price" is limited to a live, one-on-one telephonic communication initiated by a customer.
- e. When a customer enters a Buyer's store, a Buyer may sell a MAP Product at any price the Buyer wishes to the customer. Similarly, on a website, when a customer places an item in his or her shopping cart and goes to the checkout screen, he or she has "entered" the virtual store. At the checkout screen, and only at the checkout screen, the Buyer may advertise that the customer may call to receive a discount via a unique, single-use promotional code. The unique, single-use promotional code shall only be provided to the customer in a live, one-on-one telephonic communication initiated by a customer, as referenced in "Call for Price" above, or via email in a non-automated one-on-one response to a customer-initiated email. Buyers shall not advertise the fact that there is a promotional code anywhere other than the checkout screen. The promotional code itself may not be advertised anywhere.
- f. For purposes of this policy, "Advertisement" does not include: (1) in-store communications between a Buyer and its customers, (2) live, one-on-one telephonic communications initiated by a customer, or (3) customer initiated e-mails and private, non-automated one-on-one responses to those emails.
- g. Buyers may elect to bundle products with MAP Products and may advertise the Package subject to the following restrictions:
 - i. For purposes of bundling, the value of the Bundled Product is its MAP. If the Bundled Product is not subject to MAP, its value shall be based off the MSRP or list price.

ii. Bundled Product equals 10% or less of the value of the MAP Product If the value of the Bundled Product is 10% or less than the value of the most expensive MAP Product in the Package, Buyer may advertise the Package at a price that is not below the MAP of the most expensive MAP Product in the Package.

iii. Bundled Product is greater than 10% of the value of the MAP Product If the value of the Bundled Product is more than 10% of the value of the most expensive MAP Product in the Package, Buyer may advertise the Package at a price that reflects a discount of no more than 10% off the most expensive MAP Product in the Package.

h. In the event that any provision of this MAP Policy is found to be in violation of local, state or federal law, the remaining provisions shall continue in effect.

i. All Buyer questions regarding the Company's MAP Policy should be directed to MAP@music-group.com

Failure to comply with the above described conditions may result in shipping delays or dealership termination.

All conditions accepted on this date:

Dealer: _____

Signed: _____

Date: _____