

# Advertising Policy Handbook

2015



 **NutriMill**<sup>®</sup>  
Multi-Grain Grinders

 **BOSCH**<sup>®</sup>  
Kitchen Machines

**bamix**<sup>®</sup>  
of Switzerland

 **L'EQUIP**<sup>®</sup>  
America / Europe

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L'Chef LLC



This booklet reviews our advertising policies, especially focusing on minimum advertised price ("MAP").

It is significant in your business to effectively price, advertise, and sell our exclusive products. We are prepared to assist you in your advertising efforts. Our advertising requirements are designed to help you succeed.

In today's market, a strong MAP Program is paramount. Adherence to MAP policy protects margins, provides fair competition, and helps maintain brand integrity.

As a seller of NutriMill® | BOSCH® | bamix® | L'EQUIP®, you have agreed through your distribution agreement to adhere to our Advertising Policy, including the MAP Agreement.

We look forward to continued success in our business partnership.



# PRICING POLICY

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L'Chef utilizes three price categories:

**1. Wholesale Price** – Your cost for products.

These prices are subject to change without notice. Your base cost is calculated according to customer designation and/or purchasing volume. Our price list contains confidential information, and is not to be distributed without our written authorization.

**2. MSRP** – Manufacturer's Suggested Retail Price

The price set as a guideline for retail value. It may be used in marketing.

**3. MAP** – Minimum Advertised Price

This defines the lowest allowed national, regional, or multi-regional advertised price on NutriMill® | BOSCH® | bamix® | L'EQUIP® products. This price is set by L'Chef and is subject to change without notice at L'Chef's sole discretion. MAP focuses on, and only limits "advertising." You maintain legal rights to sell products at any price.

You must adhere to MAP policy on all electronic and internet ads, and on all national, regional, and multi-regional print ads. You are prohibited from soliciting business by advertising below MAP outside your local market area through additional discounts, further add-ons, giveaways, freebies, or any other incentive. In addition, no claims may be made in regard to lowest pricing, discounted or discontinued merchandise, or refurbished products. NutriMill® | BOSCH® | bamix® | L'EQUIP® products must be excluded from Internet coupons, as well as any coupons or publications distributed outside your local market area.

(Note: A "Local Market Area" is defined as the radius around a brick and mortar store that is (1) within reasonable travel distance for consumers, (2) does NOT intersect with another authorized L'Chef customer's brick and mortar store, and (3) utilizes identifiable marketing mediums (such as a local newspaper, telephone books, and other print) that primarily service that market area.)

# ADVERTISING POLICY

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Advertising is defined as any printed or electronically transmitted materials, not limited to, but including: Internet, television, mailings, E-mailings, social media, radio, signs, billboards, banners, catalogs, newsletters, flyers, hand-bills, news inserts, yellow page directories, etc. Also included in this definition is word-of-mouth advertising, including telephone calls, voice messaging, or price quotes given verbally over the telephone.

Internet advertising is defined as any means of price disclosure involved in any way with the Internet or any form of electronic delivery. This includes, but is not limited to:

- “Click & See Price,” “Add to Cart to See Price,” & similar language
- Facebook
- Twitter
- Pinterest or any other social media
- e-mailings
- mass text messages
- Craigslist or any other Internet-based classifieds
- Yahoo or any other Internet-based chat groups, etc.

You are permitted and encouraged to advertise NutriMill®, L'EQUIP®, bamix® and exclusive BOSCH® products in your local market area. However, you must only use approved logos when representing those brands.

You may use the phrase “We Match Competitor Prices” only. No other variations of this phrase are permitted. You are not permitted to name specific stores or types of stores such as membership warehouses, big box stores, etc. This phrase may only be used in person, print materials in your local area, and e-mails to your mailing list. (This may not be stated on your website or any social media platforms).

NO International, national, multi-regional, or regional advertising is allowed on NutriMill® | BOSCH® | bamix® | L'EQUIP® brands or products without our written consent.

***(Failure to comply with L'Chef's Advertising policy is cause for termination of your account.)***

# RESELL POLICY

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Your business purpose is to sell to end-use consumers. Without our express authorization you may not:

- Sell NutriMill® | BOSCH® | bamix® | L'EQUIP® products to any individual or business whose purpose is to resell.
- Sell NutriMill® | BOSCH® | bamix® | L'EQUIP® products to unauthorized businesses or individuals, or to other current L'Chef customers.
- Make NutriMill® | BOSCH® | L'EQUIP® sales transactions through third-party websites, such as (but not limited to), Ebay, Amazon, Craigslist, or other Classified Ad sites\*

\*Some exceptions apply. L'Chef maintains a current list of the approved products for this type of distribution.

Note: If you are approved, and supply customers who resell our products, you are strictly liable for their adherence to our Pricing Policy and Advertising Policy.

# MAP

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## CHANGES TO MAP PRICES

WE endeavor to:

- Give 30 day notice prior to any MAP price changes, but are not obligated to do so.
- Provide adequate notice of promotion, sale, and pricing specials.
- Clearly indicate starting and ending dates for any special pricing or sales.

YOU are responsible to:

- Have all advertising conform to all current MAP prices, regardless of the notice dates.
- Ensure you meet all deadlines for posting MAP prices to coincide with sales, specials, and promotions.

## MAP VIOLATIONS

We monitor the Internet, as well as national, multi-regional, and regional print media, to protect the integrity of our exclusive brands. We welcome feedback and reports from customers regarding violations they become aware of.

MAP violations are considered on a 24-hour basis. Therefore, if a violation is identified, it will be considered an additional violation, if it is not corrected within 24 hours.

## MAP PENALTIES

As described in the distributor agreement:

**1st Violation:** Warning given. Must be corrected within 24 hours.

**2nd Violation:** Appropriate and needful action to protect the integrity of our brands, which may include account termination.

# APPROVED BRANDING

Those authorized to do so may use the following approved logos in sales and marketing materials (including business cards and stationery), but must always include the byline "Authorized, Independent".

Brand names and logos shall be reproduced from original artwork. That artwork is available by request from L'Chef.

Brand names or logos are not to be altered. They can be re-sized, but must maintain accurate proportions. Brand names and logos are only to be reproduced in black or in the color perfectly consistent with original artwork.



the bamix logo in black is not approved in any form



## STORE SIGNAGE

Those authorized by L'Chef in writing to do so, may only use approved logos for store signage,

(including on windows, doors, and merchandise displays).

Note the adjacent image.



# L'Chef LLC

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50 East 100 South, #201  
St. George, UT 84770  
801.383.1920