

# Elixir® Strings MAP Program Effective April 1, 2024

## 1. Introduction

*Elixir* Strings entered the Music Industry many years ago with an innovative and groundbreaking product in the string market. Throughout the years, we have consistently delivered products that have met and exceeded our consumers' expectations by producing what we believe are the best strings in the world. With your support throughout the years, we have been able to build on the enthusiasm for our brand by appealing to some of the most active and passionate musicians throughout the world.

What began as an idea of a few engineers at W. L. Gore and Associates who were part time musicians, has blossomed into a business that helps to capture and cater to the passions of music makers globally. Our goal is to continue to serve those passionate fans by not only making our current products better but by introducing new and exciting string products in the future.

We recognize that our success is connected to the success of our network of authorized dealers. We also know that many of our dealers invest significant time and resources to deliver our products in a way that creates an extraordinary experience for our passionate consumers. We want to continue to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealers' service and support efforts. As a result, this Minimum Advertised Price (MAP) Program is established to help protect the long-term preservation of the *Elixir* Strings brand and product value in the interest of our company, our dealers and distributors, and our customers. We believe this is important to our ability to continue to invest in our business, and to properly establish the brand and reputation of our products.

This MAP Program has been established unilaterally by W. L. Gore & Associates, Inc. (Gore) for *Elixir* Strings, and does not constitute an agreement of any kind. Gore will not discuss conditions of acceptance related to the MAP Program, as it is non-negotiable and will be applied strictly and uniformly to all resellers, dealers and distributors with respect to the product listed in Section 8 below. Gore will not solicit and will not accept assurances of compliance for this MAP Program.

The MAP Program does not establish a maximum advertised prices and dealers may offer products at any price in excess of the MAP and such MAPs are exclusive of any state and local taxes as well as any shipping, handling and other charges.

The MAP Program and pricing listed in Section 8 below are confidential and proprietary to Gore.

## 2. Program Statement

Gore in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by the MAP Program at a price lower than the MAP.

## 3. General Guidelines

- a. The products covered by this program are listed in Section 8, (MAP Products). Gore may,

- in its sole discretion, modify the *Elixir* Strings products on this list from time to time.
- b. Gore recognizes that dealers shall make their own decisions to advertise and sell *Elixir* Strings products at any price they choose without consulting or advising Gore. Similarly, Gore will exercise its right to make its own unilateral decisions regarding the support of its dealers, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
- c. The MAP Program applies to advertised prices only, not the price at which MAP products are actually sold or offered for sale to an individual customer. Each Dealer is responsible to make their own decisions to advertise and sell *Elixir*® Strings at any price they choose and will not consult with or advise Gore on such decisions.
- d. Gore reserves the right to adjust the MAP Program with respect to all or certain products at its sole discretion and such changes will apply equally to all dealers. Gore will give thirty (30) days' written notice for any product pricing changes to take effect.

#### 4. Advertising Guidelines

- a. The MAP Program applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage as well as internet sites, social media sites, apps, or any other electronic media.
- b. The MAP Program does not apply to solely on premise or in-store advertising that is not distributed to consumers. Nothing in this MAP Program should be construed as an agreement or a solicitation for an agreement about, or a requirement concerning, actual resale prices to consumers.
- c. Website features such as "click for price", automated "bounce back" pricing, emails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Program.
- d. It shall not be a violation of this MAP Program to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to *Elixir*® Strings products, so long as such price is not published in any advertisement.
- e. This MAP Program also applies to any activity which *Elixir* Strings determines, in its' sole discretion, is designed or intended to circumvent the intent of this MAP Program, such as solicitations for 'group purchases' and the like.
- f. It shall not be a violation of this MAP Program to advertise in general that the retailer has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the retailer does not include any advertised price below MAP and otherwise complies with this MAP Program.
- g. From time to time, *Elixir* Strings may permit retailers to advertise MAP Products at prices lower than the MAP price. In such events, *Elixir* Strings reserves the right to modify or

suspend the MAP price with respect to the affected products for a specified period of time by providing reasonable advanced notice to all resellers of such changes.

- h. From time to time, *Elixir* Strings may offer a direct manufacturers rebate to consumers. In such events it shall not be a violation of this MAP program to advertise the availability of the rebate, provided that:
  - i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after the manufacturer's rebate in the same type size and style;
  - ii. an asterisk is placed next to the net price after manufacturer's rebate; and
  - iii. "\*" after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.
- i. Rebate programs issued directly by Gore for Elixir® Strings MAP products are exempt from this MAP Program.

## 5. Bundling Guidelines

- a. Advertising Bundling of *Elixir* Strings products together or with other products will violate this MAP program when:
  - i. The advertised bundle enables a greater than 15% discount of the *Elixir* Strings MAP products.
  - ii. The product bundled with the *Elixir* Strings MAP products includes packaging or text that may cause customer confusion in terms of the source of the product.
- b. Whole store sales, discounts, point plans, coupons, or other incentives that include *Elixir* Strings MAP products violate this MAP program when the incentive results in a discount of greater than 15% of the MAP price (an immediate or delayed discount).
- c. If the retailer, at their discretion, chooses to advertise a free of charge set of an *Elixir* Strings MAP product with the purchase of another musical instrument (or accessory) for product trial purposes, this action is not a violation of this MAP Program.

## 6. North America cross border Advertisements

- a. It is a violation of this MAP Program where the use of an eCommerce site, such as ebay.com/ebay.ca, automatically makes a local listing available outside of the US, if such non-US advertisement is in a country where Gore has a unilateral MAP Policy in place, the advertised listing is below the applicable MAP price (taking into account currency conversions to U.S. Dollars), and the product is available to ship outside the US. It is not a violation of the MAP Program if such advertised product is not available for shipment outside of the US, or the local listing is in a country where Gore does not have a MAP Policy in place.
  - i. For example: There is different minimum advertised pricing for Canada and the US. If listings are advertised on ebay.com, Ebay automatically makes those listings available in Canada and Ebay sets the price for ebay.ca listings based on the

currency conversion of the day. In order to determine whether an ebay.ca advertisement is in violation of our policy, we check to see if Canadian shipping is available. It is a violation of the MAP policy if a listing is available to ship to Canada and is listed below our Canadian MAP prices. It is not a violation of the MAP policy if shipment to Canada is not available, even if the listing is below the Canadian MAP. (Note that ebay.ca listings may fluctuate based on the currency exchange rate of the day, whereas Gore's Canadian MAP policy uses a fixed currency exchange rate. This can result in fluctuations as to whether an ebay.ca listing is above or below the Canadian MAP.)

## 7. Program Enforcement

- a. Failure to abide by this MAP Program may result in sanctions unilaterally imposed by Gore without any warning notification for a MAP Program violation. Gore does not intend to do business with dealers who degrade the image of *Elixir Strings*. Gore need not provide prior notice or issue warnings before taking any appropriate action under this MAP Program.
- b. If a retailer with multiple store locations violates the MAP program at any one store location or on any associated website or other electronic media, then Gore will consider this to be a violation by the dealer.
- c. A dealer's violations of the MAP Program will be cumulative; for example, if dealer violates the MAP program with respect to a certain product listed in Section 8, the dealer will be assessed a first violation as provided below and if dealer violates the MAP Program next on a different product, the dealer will be assessed a second violation.
- d. Gore reserves the right to cancel any pending orders, restrict future orders or suspend dealers account if Gore reasonably believes:
  - i. A dealer has violated the provisions of this MAP Program
  - ii. A dealer intends to violate this program.
  - iii. The first violation will result in a suspension of business for 15 days.
  - iv. The second violation will result in a suspension of business for 30 days.
  - v. The third violation will result in a suspension of business for 90 days.
  - vi. The fourth violation will result in a suspension of business for 180 days. (Violations will be reset to 15 days suspension of business after one full year of zero violations.)
  - vii. Gore, at its sole discretion, may suspend business with a dealer violating the MAPs Program for individual product SKUs found in violation of the MAPs; provided that Gore does not waive any of its rights hereunder and may suspend business with respect to all products if further violations persist.
  - viii. Gore may enforce the MAP Program for any violations without the requirement to provide dealer with any warning or notification regarding such violation
- e. Elixir® Strings Program Administrator is solely responsible for determining whether a

violation of the MAP Program has occurred, as well as appropriate sanctions. No associate or sales representative for *Elixir* Strings, other than the *Elixir* Strings MAP Program Administrator, has any authority to discuss, modify or grant exceptions to this MAP Program. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Program is unauthorized and invalid.

- f. Waivers of this MAP Program may be granted in *Elixir* Strings sole discretion by the MAP Program Administrator in writing. In the event that the MAP Program Administrator authorizes a waiver to the Program, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of the waiver letter is a violation of the MAP Program.
- g. Gore monitors the advertised prices of dealers, either directly or via the use of 3<sup>rd</sup> party agencies or tools. Dealers are expected to provide reasonable cooperation in any *Elixir* Strings inquiries regarding possible MAP Program violations. Hindering the inquiry in any way is a violation of the MAP Program.
- h. The MAP Program will be enforced by *Elixir* Strings in its sole discretion and without notice. Dealers, distributors, resellers have no right to enforce the MAP Program. Violations of this program may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. Gore refuses to engage in any communication with dealers regarding the MAP Program, compliance or non-compliance, pricing, or the practices of others, except that a dealer who reasonably believes that another dealer has violated this MAP Program may inform the *Elixir* Strings MAP Program Administrator. Gore assumes sole responsibility for enforcing the MAP Program, and will not discuss such activities with any dealer, except as provided in Paragraph 6. All questions related to this MAP Program should be directed to your *Elixir* Strings representative.

## 8. List of MAP Products

UPC	Product Number	Product Type	Product Description	MAP - CAD
733132160020	16002	Acoustic Phosphor Bronze with NANOWEB® Coating	Extra Light (.010-.047)	\$25.99
733132160273	16027	Acoustic Phosphor Bronze with NANOWEB® Coating	Custom Light (.011-.052)	\$25.99
733132160525	16052	Acoustic Phosphor Bronze with NANOWEB® Coating	Light (.012-.053)	\$25.99
733132160778	16077	Acoustic Phosphor Bronze with NANOWEB® Coating	Light/Medium (.012-.056)	\$25.99
733132161027	16102	Acoustic Phosphor Bronze with NANOWEB® Coating	Medium (.013-.056)	\$25.99
733132161829	16182	Acoustic Phosphor Bronze with NANOWEB® Coating	HD Light (.013-.053)	\$25.99

733132110025	11002	Acoustic 80/20 Bronze with NANOWEB® Coating	Extra Light (.010-.047)	\$23.99
733132110278	11027	Acoustic 80/20 Bronze with NANOWEB® Coating	Custom Light (.011-.052)	\$23.99
733132110520	11052	Acoustic 80/20 Bronze with NANOWEB® Coating	Light (.012-.053)	\$23.99
733132110773	11077	Acoustic 80/20 Bronze with NANOWEB® Coating	Light/Medium (.012-.056)	\$23.99
733132111022	11102	Acoustic 80/20 Bronze with NANOWEB® Coating	Medium (.013-.056)	\$23.99
733132111824	11182	Acoustic 80/20 Bronze with NANOWEB® Coating	HD Light (.013-.053)	\$23.99
733132110001	11000	Acoustic 80/20 Bronze with POLYWEB® Coating	Extra Light (.010-.047)	\$21.99
733132110254	11025	Acoustic 80/20 Bronze with POLYWEB® Coating	Custom Light (.011-.052)	\$21.99
733132110506	11050	Acoustic 80/20 Bronze with POLYWEB® Coating	Light (.012-.053)	\$21.99
733132110759	11075	Acoustic 80/20 Bronze with POLYWEB® Coating	Light/Medium (.012-.056)	\$21.99
733132111008	11100	Acoustic 80/20 Bronze with POLYWEB® Coating	Medium (.013-.056)	\$21.99
733132190027	19002	Electric Nickel Plated Steel with OPTIWEB® Coating	Super Light (.009-.042)	\$20.99
733132190270	19027	Electric Nickel Plated Steel with OPTIWEB® Coating	Custom Light (.009-.046)	\$20.99
733132190522	19052	Electric Nickel Plated Steel with OPTIWEB® Coating	Light (.010-.046)	\$20.99
733132190775	19077	Electric Nickel Plated Steel with OPTIWEB® Coating	Light/Heavy (.010-.052)	\$20.99
733132191024	19102	Electric Nickel Plated Steel with OPTIWEB® Coating	Medium (.011-.049)	\$20.99
733132120024	12002	Electric Nickel Plated Steel with NANOWEB® Coating	Super Light (.009-.042)	\$19.99
733132120277	12027	Electric Nickel Plated Steel with NANOWEB® Coating	Custom Light (.009-.046)	\$19.99
733132120529	12052	Electric Nickel Plated Steel with NANOWEB® Coating	Light (.010-.046)	\$19.99
733132120772	12077	Electric Nickel Plated Steel with NANOWEB® Coating	Light/Heavy (.010-.052)	\$19.99
733132121021	12102	Electric Nickel Plated Steel with NANOWEB® Coating	Medium (.011-.049)	\$19.99
733132120000	12000	Electric Nickel Plated Steel with POLYWEB® Coating	Super Light (.009-.042)	\$17.99
733132120253	12025	Electric Nickel Plated Steel with POLYWEB® Coating	Custom Light (.009-.046)	\$17.99
733132120505	12050	Electric Nickel Plated Steel with POLYWEB® Coating	Light (.010-.046)	\$17.99

733132121007	12100	Electric Nickel Plated Steel with POLYWEB® Coating	Medium (.011-.049)	\$17.99
733132140022	14002	Electric Bass Nickel Plated Steel with NANOWEB® Coating	4-String Super Light, Long Scale (.040-.095)	\$58.99
733132140527	14052	Electric Bass Nickel Plated Steel with NANOWEB® Coating	4-String Light, Long Scale (.045-.100)	\$58.99
733132140770	14077	Electric Bass Nickel Plated Steel with NANOWEB® Coating	4-String Light/Medium, Long Scale (.045-.105)	\$58.99
733132140879	14087	Electric Bass Nickel Plated Steel with NANOWEB® Coating	4-String Light/Medium, Extra Long Scale (.045-.105)	\$58.99
733132141029	14102	Electric Bass Nickel Plated Steel with NANOWEB® Coating	4-String Medium, Long Scale (.050-.105)	\$58.99
733132142026	14202	Electric Bass Nickel Plated Steel with NANOWEB® Coating	5-String Light, Long Scale (.045-.130)	\$64.99
733132142071	14207	Electric Bass Nickel Plated Steel with NANOWEB® Coating	5-String Light/Medium, Long Scale (.045-.135)	\$64.99
733132146529	14652	Electric Bass Stainless Steel with NANOWEB® Coating	4-String Light, Long Scale (.045-.100)	\$58.99
733132146772	14677	Electric Bass Stainless Steel with NANOWEB® Coating	4-String Light/Medium, Long Scale (.045-.105)	\$58.99
733132147021	14702	Electric Bass Stainless Steel with NANOWEB® Coating	4-String Medium, Long Scale (.050-.105)	\$58.99
733132147779	14777	Electric Bass Stainless Steel with NANOWEB® Coating	5-String Light, Long Scale (.045-.130)	\$64.99
733132147823	14782	Electric Bass Stainless Steel with NANOWEB® Coating	5-String Light/Medium, Long Scale (.045-.135)	\$64.99