

Swiss Diamond E-retail and MAP Policy

1-Jan-2015

In response to the ever-changing Internet retail environment, Swiss Diamond has created an official policy for e-retailers. We only partner with e-retailers who best represent and build the Swiss Diamond brand online.

Sales Policy

1. Customers in good credit standing with a legitimate brick-&-mortar store may sell Swiss Diamond products on their own website after approval by Swiss Gourmet USA.
2. Existing e-retailers without a brick-&-mortar store will be informed by SGU concerning their status.
3. Customers must comply with the MAP standards outlined in this policy.
4. "Swiss Diamond" is trademarked. The use of "Swiss Diamond" in any domain is not allowed outside our ownership.
5. Swiss Diamond product shall not be exported, resold, or otherwise redistributed to anyone other than end users in the USA. We have zero tolerance for transshipping, international sales, and redistribution.
6. Customers may not sell Swiss Diamond product on any domain that is not represented in their customer name on record with SGU.
7. Only authorized customers shown as a Swiss Diamond 3rd party on Amazon.com as of 1-May-13 are eligible to continue as a 3rd party on Amazon. We have record of all 3rd parties on that day.
8. SGU controls FBA (Fulfillment by Amazon). Any customer wishing to sell an item as FBA must first contact SGU for approval BEFORE items are converted from FBM (Fulfillment by Merchant).
9. Customers approved for FBA must comply with the following rules:
 - i. Only products sold in their brick-&-mortar store are eligible.
 - ii. The total FBA sales should be reported to SGU by the 8th of each month for the previous month.
 - iii. SGU will not ship product direct to amazon.
 - iv. All shipments are delivered to the customer's shipping address. All FBA logistics are handled by the customer.
10. All existing Amazon 3rd parties must have an established store or website that drives the majority of their Swiss Diamond sales. An Amazon only focus is not allowed.
11. Customers are not allowed to sell any product on 3rd party sites (ubid, Craigslist, etc.).

Minimum Advertised Price Policy (MAP)

Swiss Diamond product may not have an advertised price that is lower than the MAP price shown on the SGU price list. This excludes authorized promo MAP priced items.

- A. **Site sales:** If an e-retailer offers a site wide sale and lists any exclusions, Swiss Diamond must also be excluded. SGU must be informed at least 5 business days PRIOR to a site sale commencing. If we are not informed, we treat this as a violation of MAP. All information is held in strict confidence.
- B. **Coupon codes:** Coupon codes are only allowed for site wide discounts with no cookware brands excluded. SGU must be informed at least 5 business days PRIOR to a coupon code effective date. If we are not informed, we treat this as a violation of MAP. All information is held in strict confidence. Coupon codes can only be valid for a period of 4 days.
- C. **Discounts:** At no time shall any site advertise or in any way suggest that Swiss Diamond product is discounted. This extends to the "manner" in which search engines display results. At no time is it permissible to appear that Swiss Diamond is discounted.
- D. **Media:** This policy extends to all media including but not limited to: internet, newspaper, mailings (digital and physical), catalogs, and any other communicative media.
- E. **Price deviation allowance: ZERO** Our pricing is black and white, any deviation, even \$0.01 is a violation and will be treated as such.
- F. **Penalty for MAP violations:** The first offense is a warning and a 16 business hour window to correct the issue. The second offense is basis for termination of all sales from SGU.
- G. **Action:** Any violations of these rules and guides will in action and is at the sole discretion of SGU.

Any questions about this policy or to report violations please email MAP@SwissGourmetUSA.com.