



**To: To All JVC Sellers and Resellers**

**RE: UNILATERAL PRICING POLICY**

This letter is to inform you that effective September 7, 2023, JVC Custom Installation Division, Media Sector instituted a unilateral pricing policy ("Unilateral Pricing Policy" or "UPP") affecting certain JVC projector models when sold in the United States ("UPP Products").

#### **General Purpose / Unilateral Pricing Policy**

JVC believes that successful sales of our projectors require a sales force with a high level of expertise. This UPP is designed to enable distributors and dealers ("Resellers") to generate sufficient profits to pay for marketing and merchandising efforts and to maintain an educated sales and support staff that can effectively demonstrate, sell, and service our brand. This UPP is intended to increase competition in areas that offer direct benefit to end users such as pre-sales activities (shows, open house, advertising, etc.), stocking for just-in-time delivery, customer training, set-up, and post-sales support.

This policy is a unilateral statement of JVC's intent and does not serve as a contract, or an offer to form a contract. JVC does not ask and will not accept any agreement about an account's compliance with or acceptance of this UPP. Rather, the UPP describes the terms under which JVC may, in its sole discretion, choose to sell its products.

#### **Under the Unilateral Pricing Policy:**

1. Dealers and distributors ("Resellers") remain free to determine the prices at which it sells JVC products.
2. JVC reserves the right to terminate sales of UPP Products to any dealer/reseller that sells specified UPP Products at prices below the previously-announced prices established by JVC in accordance with the UPP rules provided herein ("UPP Price").
3. The UPP applies to distribution as authorized under the then current dealer and/or distributor agreement between you and JVC.
4. UPP Price applies to new models only.
5. Dealer must advertise, offer for sale, sell and invoice the UPP Products at or above the current designated UPP Price.
6. Any statements or implications which could indicate that a price lower than the UPP Price may be found is a violation of this policy.
7. To maintain a competitive position in the marketplace and to serve the purpose of this UPP, JVC may, at its discretion, raise or lower the UPP Price from time-to-time.
8. Upon request, dealer/distributor/distributor's reseller must provide JVC with a copy of the invoice(s) of UPP Products sold to end users. Invoices must show the UPP Products' applicable price as separate line item(s).
9. Bundling and or packaging: Offering a UPP Product in combination with any other models or product, priced as a single unit to conceal the price of the individual items, is prohibited. Dealers offering UPP Products in a bundle or package will not obviate the requirement that the price must be at or above the UPP price.
10. Dealers may not engage in any auction-related activity on e-bay or any online auctions with starting bids that are below UPP Prices or "Buy it Now" that are below UPP prices or that use "Or Best Offer" features.

11. JVC can modify, discontinue and/or suspend this UPP at any time at its sole discretion.
12. The UPP is not incorporated by reference into any distributor and/or dealer agreement by and between you and JVC.
13. This UPP is non-negotiable.

#### **UPP Models – Minimum Sell Price**

DLA-NP5, DLA-RS1100, DLA-NZ7, DLA-RS2100, DLA-NZ8, DLA-RS3100, DLA-NZ9, DLA-RS4100, and DLA-25LTD, LX-NZ30B, LX-NZ30W.

<b>UPP Models</b>	<b>UPP Minimum Sell Price</b>
<b>DLA-NP5</b>	\$5,999.95
<b>DLA-RS1100</b>	\$5,999.95
<b>DLA-NZ7</b>	\$8,999.95
<b>DLA-RS2100</b>	\$8,999.95
<b>DLA-NZ8</b>	\$15,999.95
<b>DLA-RS3100</b>	\$15,999.95
<b>DLA-NZ9</b>	\$25,999.95
<b>DLA-RS4100</b>	\$25,999.95
<b>DLA-25LTD</b>	\$29,999.95
<b>LX-NZ30B</b>	\$3,499.95
<b>LX-NZ30W</b>	\$3,499.95

The UPP Product list may change from time to time at JVC's sole discretion.

#### **Violations of the UPP**

Dealer or dealer's reseller selling or offering for sale any UPP Product below the UPP Price will result in JVC taking the following unilateral actions unless such violation is determined by JVC to be a mistake, error or due to causes beyond the control of dealers:

1 <sup>st</sup> Violation	Cease sales of all JVC projector models to the dealer for thirty (30) days from the date of discovery of the violation.
2 <sup>nd</sup> Violation	Cease sales of all JVC projector models to the dealer for six (6) months from the date of discovery of the violation.
3 <sup>rd</sup> Violation	Cease sales of all JVC projector models to the dealer permanently from the date of discovery of the violation.

#### **UPP Communications**

Any and all questions or requests for information regarding the application or interpretation of this UPP must be directed to [upp@us.jvckenwood.com](mailto:upp@us.jvckenwood.com). Please note that neither your sales representative nor any other JVC employee is authorized to discuss any aspect of the UPP with you.

Thank you very much for your continued support of JVC Custom Installation Products.



## New Dealer Request Form

Dealer Name: \_\_\_\_\_ Date: \_\_\_\_\_

DBA: \_\_\_\_\_

Website URL: \_\_\_\_\_ Social Media: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Ship to Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Dealer Entity: Corporation ☐ Partnership ☐ Sole Proprietorship ☐ How Many Locations \_\_\_\_\_

Dealer Profile: Custom Installer ☐ Specialty Retailer ☐

Market Segment's Covered (% should add up to 100%)

Production Builders \_\_\_\_\_% Custom Builders \_\_\_\_\_% Retrofit \_\_\_\_\_% New Systems \_\_\_\_\_%

Current Brands: Audio: \_\_\_\_\_

Video: \_\_\_\_\_

Speaker: \_\_\_\_\_

Control: \_\_\_\_\_

Other's: \_\_\_\_\_

Product Categories Installed: Audio ☐ Video ☐ Lighting ☐ Control ☐ Security ☐

Facility Where Account is Located: Office/Business Park ☐ Retail Store ☐ Design Center ☐ Other ☐

If "other" please describe: \_\_\_\_\_

# of Installers: \_\_\_\_\_ # of Trucks/Vans: \_\_\_\_\_ Avg Target Install (in \$\$) \_\_\_\_\_

### Volume/Forecast

Company sales volume last calendar year: \_\_\_\_\_

Avg. # Projector Installations/Month? \_\_\_\_\_

Estimated JVC projector purchases in the next 12 months? (in \$\$) \_\_\_\_\_

\*\*\*JVC reserves the right not to activate any submission\*\*\*