



**AccuTemp Products, Inc.**  
**MINIMUM ADVERTISED PRICE (MAP) POLICY**  
Effective: 10/01/2022

AccuTemp Products, Inc. has implemented a Minimum Advertised Price ("MAP") policy to foster more effective marketing and sales of AccuTemp equipment and accessories, enhance the competitive position of its product line, and protect the brand image AccuTemp has built in the marketplace. This Policy replaces and supersedes any prior MAP policies issued by AccuTemp.

This MAP policy applies to all AccuTemp customers, dealers and resellers.

This MAP policy applies to advertised prices both online and offline and shall remain visible to the customer in all print and media accessible to the public including emails, newspapers, catalogs, magazines, flyers, brochures, television, radio ads and billboards. The "shopping cart" price is considered an advertised price and is within the bounds of this MAP policy.

Social posts and advertisement placements that do not advertise a price for AccuTemp products are considered in compliance with this MAP policy. But if using social media or internet, with pricing, this policy applies. AccuTemp may modify this MAP policy at any time. AccuTemp may suspend this Map policy for certain promotions or time periods at its sole discretion.

AccuTemp will notify resellers at least thirty (30) days in advance of any change to the MAP Price, and resellers must implement the new MAP Price by the end of such thirty (30) day period.

AccuTemp is establishing this MAP policy unilaterally without reseller involvement. The terms of this MAP policy are non-negotiable and will not be altered or suspended for any customer, dealer or reseller(s). AccuTemp will not discuss any conditions or acceptance of, and or related to this MAP policy.

**Other Policy Terms:**

This MAP policy will be enforced by AccuTemp in its sole discretion. Violations of this MAP policy may result in sanctions up to and including termination of any rebates, program discounts, and repeat offenders risk the loss of our business relationship. This MAP policy will apply to any activity which AccuTemp determines, in its sole and absolute discretion, is designed or intended to circumvent the intent of this MAP policy.

Approved resellers are responsible for communicating the minimum advertised prices of AccuTemp products, the terms of this MAP policy and any future modifications to their dealership and sales team who may resell AccuTemp products.

**Required Disclosure of all Company Names:**

Reseller acknowledges full disclosure of all its corporate names and business names under its control (including DBA's) to AccuTemp. AccuTemp is not acting to restrict the price a dealer can sell a product. The final sell price is at the discretion of the selling party. AccuTemp's requirement only impacts the price that a product may be advertised at.

1. AccuTemp's Minimum Advertised Price Policy - Reseller shall be knowledgeable of AccuTemp products and be able to inform customers on features and to answer operational questions. Reseller shall

professionally and properly promote AccuTemp products on their company website and within their showroom locations. All images of AccuTemp products will properly represent the products. This MAP policy applies strictly to advertised prices. The MAP policy does not establish maximum advertised prices. All Reseller's may offer AccuTemp products at any advertised price in excess of the MAP established for each product.

2. The minimum advertised prices for AccuTemp branded products are as follows:

- 45% off our published list pricing

3. This MAP policy is not applicable to service parts.

4. No advertisement may use the terms "minimum advertised price" or "MAP" in connection with AccuTemp products, or refer to the existence of a policy that prevents the reseller from advertising a lower price for AccuTemp products, such as: "Click here for lower price" "See lower price in cart" "Add to cart for lower price" "Chat for price" "Text for price" "Log in for price" "Email for a better price" "Call for price" or similar language. Any other Internet advertising such as split-screen, side by side advertising, pop up, pop under, banner, boxed, floating, and similar strategies will be flagged if the policy is violated.

5. Enforcement of the Policy

AccuTemp reserves the right to impose penalties if AccuTemp, at its sole discretion, believes that a reseller has violated the provisions of this policy; or a reseller has engaged in any activity that AccuTemp determines, at its sole discretion, is designed or intended to circumvent the intent of this policy. AccuTemp will take the following actions, which will apply to all resellers, should a reseller fail to comply with this Policy:

- **1st Violation:** AccuTemp will issue a verbal and written communication (by email or mail) from one of the following: Vice President-Director of Sales & Marketing, Director of Sales Development, the AccuTemp contact representative for your buying group (if applicable) or the Territory Manager notifying the reseller of the noncompliance. The reseller will have 24 hours to correct the violation.
- **2nd Violation:** AccuTemp will reduce the resellers discount to "50% net discount from current list price" for 180 days. Verbal and written notice (by email or mail) will be made by the Vice President-Director of Sales & Marketing, Director of Sales Development or the AccuTemp contact representative for your buying group (if applicable).
- **3rd Violation:** AccuTemp will place resellers account on hold for 180 days. Verbal and written notice (by email or mail) will be made by the Vice President-Director of Sales & Marketing, Director of Sales Development or the AccuTemp contact representative for your buying group (if applicable).
- Continued and or consistent violations can result in AccuTemp no longer doing business with the Reseller.