



ACP, Inc. MSP Policy

For ACP, Inc. dealers to better support us in our sales and marketing efforts, which enable us to build our brand and best service our operators, we have established our MSP policy for the United States market. This MSP policy is being adopted for the benefit of all resellers and will be uniformly enforced.

This MSP policy supersedes the previous MAP policy for all ACP, Inc. products including Amana Commercial, XpressChef, and MenuMaster branded equipment and accessories.

The MSP pricing will be established unilaterally by ACP, Inc. as a multiplier of current published price list and may change with proper notice depending on market conditions.

This policy is not a "MAP" program and is not limited to just advertised pricing. The policy applies to the minimum sell price (MSP) a reseller charges a customer, not just the prices advertised on the internet or anywhere else.

The MSP policy applies to all resellers, including internet retailers, who resell ACP, Inc. products in the United States. The MSP policy applies to equipment and accessories pricing only (all items found in current price list). Charges for services including but not limited to freight, delivery, specification, design, installation, etc., remain the discretion of all dealers. However, credits for services including but not limited to freight, delivery, specification, design, installation, etc. that take the net price below MSP would violate the terms of this MSP policy.

Dealer's advertising may not imply that price will be lower than MSP. Certain common practices are NOT acceptable under this policy. For example, statements such as "Discounted prices", "XX% off", "\$XX off", "On Sale", "Make an Offer", "Call for Pricing", "Call for Better Pricing", or MSP prices with strikethrough, are NOT permitted. Dealer may not state or otherwise suggest that its prices are so low that the manufacturer prohibits their advertisement.

Additional incentives to buy that have monetary value (such as coupons, rebates, free accessories) that take the net price below MSP would violate the terms of this policy. However, rebates provided by eligible public utility programs, even when administered by the dealer, would be acceptable under this MSP program.

This policy applies only to new products. Products returned by customers or damaged ("scratch and dent") units that can no longer be sold as "new" and are clearly marked as such, with the location and nature of damage accurately disclosed, are not subject to the MSP policy.

This program does not apply to government sales that are transacted under General Service Administration (GSA) schedule contracts, as administered by the US Government, by a GSA contract holder.



AMANA[®]
COMMERCIAL

XpressChef[®]

MENUMASTER[®]
Commercial

ACP, Inc. reserves the right to establish key account or chain account pricing. ACP, Inc. may authorize KES (Key Equipment Supplier) dealers to sell at negotiated pricing. If dealer has not been explicitly granted KES status and approved by ACP, Inc., then MSP policy applies.

For clarity, dealers are free to set their own retail prices. However, ACP, Inc. and authorized US distributors reserve the right to decline to sell any of its products to any dealer who offers ACP, Inc. products for sale below the established MSP.

The current MSP, effective beginning January 1, 2025, is:

- Current list price multiplied by .3720, rounded down to the whole dollar (\$1001 list price equals an MSP of \$372.00).

Actions by ACP, Inc. for Policy Violations

ACP, Inc. will monitor compliance with this policy. If it is determined that a dealer has sold or offered to sell ACP, Inc. products below the applicable MSP, ACP, Inc. will notify dealer of possible violation. If ACP, Inc. determines that a violation was not accidental or unintended, it will take the following actions against the dealer:

First Violation: Written notice of violation from ACP, Inc. to violating dealer. With respect to offers of sale, the dealer has 72 hours to comply.

Second Violation: ACP, Inc. will halt all shipment of products for thirty (30) calendar days.

Third Violation: Dealer's authorized status will be terminated for twelve (12) calendar months, during which time the dealer will not be allowed to display, advertise, or sell any ACP, Inc. branded products.

The number of violations will be counted separately for each reseller that violates this policy and determined based upon a rolling twelve-month period. Any offer to sell by a reseller that violates this policy and continues to be available for more than three (3) business days after ACP, Inc. has notified the dealer of the violation will count as a new and separate violation by that reseller.

The intent of this program is to partner with our dealers, support our sales and marketing efforts, and continue to build our brand identity and presence in the market.

Any questions about this policy should be directed to the ACP, Inc. MSP admin at mapadmin@acpsolutions.com.

Sincerely,

David Kalinowski

President, ACP, Inc.

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