

Cleveland Minimum Resale Internet Cart Price (MRICP) Policy

Effective September 1, 2025

1. Policy Purpose

Cleveland Range, LLC (“Cleveland”) has unilaterally adopted this Minimum Resale Internet Cart Price (“MRICP”) policy in addition to Welbilt MAP policy for all **Cleveland-branded products** to preserve brand value, ensure fair competition among Authorized Dealers, and protect long-term profitability for our distribution network.

2. MRICP Definition

- **MRICP Formula:** $MRICP = 0.878 \times \text{Cleveland most recent published list price}$.
- **Application:** Applies to the **final checkout/cart price** displayed on all internet sales platforms, including:
 - Authorized Dealer websites.
 - Third-party marketplaces.
 - Any online channel where a Cleveland-branded product is offered for sale.
- **No Exceptions for Customer Type:** Applies whether the purchaser is logged in, a member, or accessing pricing via online chat, quote links, or automated price feeds.

3. Scope of Coverage

- **Covered:**
 - All Cleveland-branded products and accessories offered for sale online.
 - All online storefronts, subdomains, and microsites operated or controlled by an Authorized Dealer.
- **Not Covered:**
 - In-store negotiated pricing.
 - Private one-to-one sales quotes not published online.
 - Products clearly and conspicuously labeled as used.
 - Products clearly and conspicuously labeled as discontinued.
 - Charges for services such as freight, installation, preventative maintenance, etc. remain at the discretion of the Authorized Dealer.

4. Dealer Responsibility

- **Reseller Accountability:** Authorized Dealers are responsible for ensuring MRICP compliance by any reseller purchasing Cleveland products through them.
- **Violation Attribution:** Violations committed by downstream resellers shall constitute a violation by the supplying Authorized Dealer.

5. Enforcement Process

Cleveland Range will monitor compliance and take the following actions upon violations:

1. **First Violation** – Written notice; 24 hours to correct.
2. **Second Violation** – Written notice; 24 hours to correct; violation recorded in dealer file.
3. **Third Violation** – Suspension of all Cleveland product shipments; Cleveland reserves the right to withhold rebates.
4. **Fourth Violation** – Termination of Authorized Dealer status; forfeiture of unpaid rebates.

6. Policy Authority

- This MRICP policy is **unilaterally established** by Cleveland Range and is **not** an agreement with any dealer, distributor, or reseller.
- Cleveland Range reserves the right to amend, suspend, or terminate this policy at any time, at its sole discretion.

7. Contact for Questions

- Policy Administrator: MapAdministrator@Welbilt.com
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