



MINIMUM ADVERTISED PRICE POLICY

Effective January 1, 2020

CMA Dishmachines has implemented a new Minimum Advertised Price ("MAP") Policy to foster more effective marketing and sales of CMA equipment and accessories, enhance the competitive position of our product line, and protect the brand image CMA has built in the marketplace.

** This 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. Posts and placements that do not advertise a price for CMA products are considered to be in compliance with this MAP policy.*

1. Establishment of and Changes to MAP Policy

CMA Dishmachines may modify this Policy at any time. Likewise, CMA may suspend this Policy for certain promotion or time periods at its sole discretion. CMA will notify Dealers and Resellers at least thirty (30) days in advance of any change to the MAP Price, Dealers and Resellers must implement the new MAP Price by the end of such thirty (30) day period. CMA is establishing this Policy unilaterally without Dealer involvement. The terms of this Policy are non-negotiable and will not be altered or suspended for any particular Reseller(s). CMA will not discuss any conditions or acceptance of, or related to this Policy.

2. Other Policy Terms

This Policy will be enforced by CMA in its sole discretion. Violations of this Policy may result in sanctions up to and including termination of our business relationship. Authorized CMA Dealers and Resellers are responsible for communicating the minimum advertised prices of the CMA products, the terms of this Policy and any future modifications to their dealer customers and others who may resell CMA products that CMA supplied to the authorized distributor.

3. Required Disclosure of all Company Names

Reseller (Internet) acknowledges full disclosure of all its corporate names and business names under its control (including DBA's) to CMA.

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CMA Dishmachines is not acting to restrict the price a dealer can sell product. The final sell price is at the discretion of the selling party. CMA requirement only impacts the price that a product may be advertised at.

a. Reseller shall be knowledgeable of CMA products and be able to inform customers on features and to answer operational questions.

b. Reseller shall professionally and properly promote CMA products on their company website and within their showroom locations.

c. All images of CMA products will properly represent the products.

d. This MAP policy applies strictly to advertised prices.

e. The MAP policy does not establish maximum advertised prices. All Dealers and Resellers may advertise CMA products at any price in excess of the MAP established for each product.

f. Minimum Advertised Prices are expressed in percentages off the current CMA LIST price. The minimum advertised prices by CMA brand products is 40% off LIST PRICE.

g. No advertisement may use the terms “minimum advertised price” or “MAP” in connection with CMA products, or refer to the existence of a policy that prevents the Dealer and Reseller from advertising a lower price for CMA 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

h. Displaying the price on a portion of a website that may be accessed only after the customer has entered an individualized, log in password that the customer obtained by supplying his or her name and email address is a violation of this policy.

i. Displaying prices in advertising with any strike-through or similar alteration of the internet minimum advertised price is a violation.

j. The MAP advertised price point shall remain visible to the customer on all pages accessible to the public including the “shopping cart” up to the checkout page.



k. Any other Internet advertising such as split-screen, side by side advertising, pop up, pop under, banner, boxed, floating, sponsored, search result page, in-stream, interstitial, shopping or price comparison site, onsite sponsorship, content network, third party site, and social network advertisements that implies a product is available for purchase below the minimum advertised price is a violation of this policy.

l. All in store advertising whether based on special membership or general public, is also subject to published NET MAP price for the product.

m. Advertising that refers to rebates, savings, discounts, sales, promotions or dollar and/or percentage reductions in the Resellers price, if the rebate, savings, discount, sale, promotion or reduction would result in a sale below the minimum advertised price is a violation of this policy.

n. Dealer and Reseller will conduct their business in an ethical fashion which will not harm the CMA brand name.

4. Enforcement of the Policy

CMA Dishmachines reserves the right to impose penalties if we believe that: a Dealer has violated the provisions of this policy; or a Dealer has engaged in any activity that CMA determines, at its sole discretion, is designed or intended to circumvent the intent of this policy.

CMA Dishmachines will take the following actions, which will apply to all Dealers, should a Dealer fail to comply with this Policy:

1st Violation: CMA will issue a written communication notifying the Reseller of the noncompliance. The Dealer will have 24 hours to correct the violation.

2nd Violation: CMA will reduce the Dealer quarterly rebate and/or marketing incentives for the violation year.

3rd Violation: CMA will place Dealer account on shipping hold for 30 days.