

Online Sales & UPP

Effective October 1, 2026

Purpose of this policy

To protect the Dexter-Russell, Inc brand (“Dexter”), support a consistent online customer experience, and protect the integrity of Dexter products sold through ecommerce and other online sales channels, Dexter-Russell, Inc (“Supplier”) has adopted this Online Sales & Unilateral Pricing Policy (“UPP”).

This policy establishes Dexter's unilateral minimum resale pricing for select products sold through online sales channels and identifies online marketplaces where the resale of Dexter products is not authorized.

This policy is unilateral, is not an agreement, and does not require acceptance by any reseller. Each reseller remains free to independently determine the prices at which it sells Dexter products. Dexter independently determines the resellers with whom it chooses to do business.

Online Sales Channel Scope

This policy applies only to ecommerce, marketplace, website, app-based, and other online advertising or sales of covered Dexter products, including reseller websites, third-party marketplaces, online storefronts, mobile applications, email promotions, digital catalogs with purchasing functionality, and similar online channels. This policy does not apply to sales made solely through physical retail stores, in-person counter sales, offline negotiated quotations, or other non-online transactions.

Covered Products

This policy applies to select SANI-SAFE®, SOFGRIP®, V-LO®, DEXTREME®, and DUOGLIDE® products as identified in Dexter’s price list when those products are advertised, offered, or sold through ecommerce or other online sales channels. Dexter may update the prices and products at any time and will communicate changes in writing.

Unilateral Price

For online sales channels only, all covered products must be both advertised and sold at a price that is no less than the unilateral price set by Dexter for the product. Resellers may advertise and sell any Dexter covered products online at a price that is higher than the unilateral price, at their discretion, without violating the UPP. Resellers remain free to set their own prices at their own discretion.

For ecommerce and other online sales channels, “member offer,” “bid,” “add to cart,” “see price in cart,” coupon code, instant rebate, automatic checkout discount, marketplace promotion, or similar online pricing mechanism that can result in the online advertised or selling price being below the unilateral price is a violation of this UPP. Dexter may, at its sole discretion, authorize promotional exceptions in writing.

Unauthorized Marketplace Sales

Effective **January 1, 2026**, Dexter does not authorize the resale of Dexter products on:

- Amazon
- Walmart.com

This restriction applies to all Dexter products regardless of when they were purchased.

Resellers may continue selling Dexter products through their own ecommerce websites and physical retail

locations provided all online sales comply with this policy.

Any listing or sale of Dexter products on Amazon or Walmart.com without Dexter's written authorization constitutes a violation of this policy.

Online Enforcement Actions

Dexter may take one or more of the following actions and reserves the right to determine the appropriate enforcement action based on the nature and severity of the violation:

- 1st violation: immediate placement on DNS (do not ship) list until product pricing has been corrected
- 2nd violation: 60-day DNS
- 3rd violation: 365-day DNS placement
- Habitual Violations: Dexter may, at its sole discretion, place a reseller on permanent DNS status

Policy Administration

All questions concerning this policy, including questions about ecommerce or online sales channel application, should be directed to brandprotection@dexter1818.com

Sincerely,

Andrew R. Peppel

VP, Marketing

Dexter-Russell, Inc.