



**Internet Minimum Advertised Price Policy for the United States
(Commercial Products)**

Effective December 1, 2025

There are certain advertising practices that undermine the reputation, brands, goodwill, and premium image of Hamilton Beach commercial products with our target customer population and discourage authorized sellers from investing in our products and providing the best possible service and support to customers. Hamilton Beach Brands, Inc., through its Hamilton Beach Commercial Division ("HBC") has developed this unilateral internet minimum advertised policy (the "IMAP Policy") to support the value of the Hamilton Beach commercial product brands in the advertising of HBC's commercial products on the internet in a way that enhances their value to our customers. This IMAP Policy applies to all authorized sellers ("Sellers") of the Covered Products advertising to end user customers in the United States.

This IMAP Policy is effective as of the effective date stated above and supersedes all previous policies or representations regarding minimum advertised prices or minimum resale prices for Hamilton Beach commercial products as of that date.

1. Products: This IMAP Policy applies only to the advertised prices of the products listed on the attached Commercial Products List (the "Commercial IMAP Products") which are advertised to U.S. end user customers in the United States via the internet. This IMAP Policy does not apply to advertising of Commercial IMAP Products outside of the United States to non-U.S. customers.

2. Policies and Procedures:

A. Your Choice. **YOU ARE FREE AT ALL TIMES TO ADVERTISE AND SELL COMMERCIAL IMAP PRODUCTS AT ANY PRICE YOU CHOOSE.** HBC does not control the prices at which you advertise or sell Commercial IMAP Products. You are free to exercise your own independent business judgment in choosing the prices at which you advertise and sell Commercial IMAP Products on the internet. HBC does not seek to obtain, and it will not accept, any agreements, promises, assurances or commitments with, or acquiescence from, any sales representative or any customer, including you, as to the price at which the Commercial IMAP Products are advertised or sold.

B. Commercial IMAP Products List. The Commercial IMAP Products List is published by HBC periodically and may be changed and updated from time to time.

C. Advertising Subject to This IMAP Policy. For purposes of this IMAP Policy, the terms "advertise" and "advertisement" include all promotional or pricing information displayed through the internet or a mobile application, including, but not limited to, online newspapers, online catalogs, online magazines, online brochures, websites, blogs, social media, affiliate marketing networks/comparison shopping engines, Seller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, social media platforms and applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the internet, and any other marketing or promotional materials displayed online. This IMAP Policy does not apply to advertisements outside of the internet, including signage displayed within a brick-and-mortar selling location, advertising on television, print media, or any other non-internet-based media. This IMAP Policy does not apply to any other HBC products, or to the advertising of any Commercial IMAP Products in a physical store or trade show location, on television, in print publications or on any other media not displayed on or transmitted through the internet.

Notwithstanding the foregoing, this IMAP Policy does not apply to:

- (i) pricing information displayed behind a password-protected online ordering portal for a Seller's member customers, which requires the member to obtain an account (which account creation process requires submission of the member's business tax ID) and log-in to view pricing information.
- (ii) pricing information displayed at the final online checkout stage of a transaction. The "final online checkout stage" is the stage when the Commercial IMAP Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information.

The advertised price shall not include the cost of shipping or tax.

D. Advertising Below IMAP Price. It shall be a violation of this IMAP Policy to advertise for sale a Commercial IMAP Product on the internet to a U.S. customer in the United States at an advertised price below the minimum internet advertised price (the "IMAP Price") shown on the Commercial IMAP Products List. Systematic re-pricing due to IMAP Price violations by other Sellers is not an acceptable justification for violation of this IMAP Policy. HBC reserves the right to terminate or suspend the enforcement of this IMAP Policy for certain products as and when HBC, in its sole discretion, deems appropriate (e.g. product closeouts, etc.).

E. Prohibited Advertising Methods. As the owner of HBC's trademarks, we have a vested interest in protecting the goodwill of our brands. HBC has established this IMAP Policy to communicate the expectations for Sellers. HBC considers any of the following acts to violate this IMAP Policy:

- (i) Advertising Commercial IMAP Products on the internet (including third party reseller websites) at a price that is below the IMAP Price.
- (ii) Offering coupons, discounts, rebates, promotional item, gift, give-away or other inducements that, when the wholesale value of such inducement is applied, results in an advertised price lower than the IMAP Price, including through use of a storewide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Commercial IMAP Products.
- (iii) Bundling Commercial IMAP Products with other products or services (whether made by or provided by HBC or another entity) in a manner that implies below-IMAP Price pricing for the bundled Commercial IMAP Product(s).
- (iv) Indicating or implying that a price that is below the IMAP Price can be obtained at the online cart or checkout stage (e.g. "See price in cart," "Click here for lower price," "Log in for price," "Add to cart for lower price").
- (v) Permitting any third party to alter the advertised price for any Commercial IMAP Product.
- (vi) Direct or indirect attempts to circumvent this IMAP Policy.

F. Permitted Advertising Methods. Notwithstanding the foregoing in Section 2(E), it is not a violation of this IMAP Policy to advertise the following:

- (i) That a customer may "call for price," "text for price," or "email for price," as long as no price is listed and no automated call, text message, or "bounce-back" email is used in response.
- (ii) A free shipping advertisement.
- (iii) Offering a coupon or coupon code that can be applied only to the first-time purchase of a Commercial IMAP Product, provided that such coupon or coupon code does not provide a discount of more than ten percent (10%) below the IMAP Price.
- (iv) Offering a coupon or coupon code through targeted email to an end user customer for Commercial IMAP Product(s) that have been in the end user's online shopping cart.

G. IMAP Holidays. HBC may announce IMAP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises a Commercial IMAP Product in compliance with the terms of the IMAP holiday or authorized promotion will not be considered to have violated this IMAP Policy.

H. Consequences for Violations.

1st Violation – HBC will issue an e-mail notification to the non-compliant customer notifying the non-compliant customer of their non-compliance with this IMAP Policy.

2nd Violation – HBC will notify the non-compliant customer of the second violation and HBC will hold all shipments to the non-compliant customer of the particular Commercial IMAP Product(s) that is/are the subject of the non-compliance for a period of forty-five (45) days. All Master Distributors will be notified that the non-compliant customer is not authorized to purchase the applicable Commercial IMAP Product(s) during this period.

3rd Violation – HBC will notify the non-compliant customer of the third violation and HBC will terminate the non-compliant customer's authorization to purchase the particular Commercial IMAP Product(s) that is/are the subject of the non-compliance. All Master Distributors will be notified that the non-compliant customer is no longer authorized to purchase the applicable Commercial IMAP Product(s).

HBC will enforce this IMAP Policy in our sole discretion. Sellers have no right to enforce this IMAP Policy. This IMAP Policy is not negotiable and will not be altered for any Seller.

I. HBC does not solicit information, or encourage or desire reports, regarding “violations” of its policies. If you do send information to HBC about advertising or sales by other customers, you will not be contacted by HBC and HBC will not engage in any discussions with you about the information received or any action that may be taken. HBC independently and unilaterally administers all of its policies, including this IMAP Policy.

J. All questions regarding this IMAP Policy should be directed in writing only to HBC’s Commercial IMAP Administrator at HBCimapviolation@hamiltonbeach.com. No other HBC employee or account manager has been authorized or approved to discuss this IMAP Policy. HBC will accept no other forms of communication regarding this IMAP Policy.

K. This IMAP Policy contains a unilateral statement of the terms of HBC’s IMAP Policy. HBC neither seeks nor will accept your agreement with or to this IMAP Policy.

HBC may modify, suspend, or terminate this IMAP Policy at any time.