



MINIMUM ADVERTISED PRICE POLICY

Effective December 15, 2020

Ice-O-Matic has implemented a Minimum Advertised Price ("MAPP") Policy to foster more effective marketing and sales of Ice-O-Matic Equipment and Accessories, enhance the competitive position of its product line, and protect the brand image Ice-O-Matic 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 MAPP policy. Posts and placements that do not advertise a price for Ice-O-Matic products are considered to be in compliance with this MAP policy.***

1. Establishment of and Changes to MAPP Policy

Ice-O-Matic may modify this Policy at any time. Likewise, Ice-O-Matic may suspend this Policy for certain promotions or time periods at its sole discretion. Ice-O-Matic will notify Resellers at least thirty (30) days in advance of any change to the MAP Price, and Resellers must implement the new MAP Price by the end of such thirty (30) day period.

Ice-O-Matic is establishing this Policy unilaterally without Reseller involvement. The terms of this Policy are non-negotiable and will not be altered or suspended for any particular Reseller(s). Ice-O-Matic will not discuss any conditions or acceptance of, or related to this Policy.

2. Other Policy Terms

This Policy will be enforced by Ice-O-Matic in its sole discretion. Violations of this Policy may result in sanctions up to and including termination of our business relationship.

Authorized Ice-O-Matic distributors or Resellers are responsible for communicating the minimum advertised prices of the Ice-O-Matic products, the terms of this Policy and any future modifications to their dealer customers and others who may resell Ice-O-Matic products that Ice-O-Matic 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 Ice-O-Matic.

Ice-O-Matic is not acting to restrict the price a dealer can sell product. The final sell price is at the discretion of the selling party. Ice-O-Matic's requirement only impacts the price that a product may be advertised at.

Ice-O-Matic Minimum Advertised Price Policy

- a. Reseller shall be knowledgeable of Ice-O-Matic products and be able to inform customers on features and to answer operational questions.
- b. Reseller shall professionally and properly promote Ice-O-Matic products on their company website and within their showroom locations.
- c. All images of Ice-O-Matic 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 Reseller's may offer Ice-O-Matic products at any price in excess of the MAP established for each product.
- f. Minimum Advertised Prices are expressed in a multiplier of the current Ice-O-Matic LIST price. The minimum advertised prices by Ice-O-Matic brand products are as follows:

Product Category	MAP Policy Multiplier
All Ice-O-Matic Products	.4275
**MAP prices should be rounded to the nearest whole dollar. See prices attached.	

- g. This MAP policy is not applicable to service parts.
- h. No advertisement may use the terms **"minimum advertised price"** or **"MAP"** in connection with Ice-O-Matic products, or refer to the existence of a policy that prevents the Reseller from advertising a lower price for Ice-O-Matic 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**
- i. 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.
- j. Displaying prices in advertising with any strike-through or similar alteration of the internet minimum advertised price is a violation.
- k. The MAP advertised price point shall remain visible to the customer on all pages accessible to the public including the "shopping cart" and through the checkout page.
- l. 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.

- m. All in store advertising whether based on special membership or general public, is also subject to published NET MAP price for the product.
- n. 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.
- o. Reseller may advertise “floor models” or “used”, “refurbished” or “damaged” Ice-O-Matic products below the minimum advertised price, as long as the advertisement clearly states that the Ice-O-Matic product being offered at that price falls into one of these categories.
- p. Generic coupons that cover all items in a Resellers store do not violate this Policy as long as the coupon is not included or referred to in an advertisement that features Ice-O-Matic products.
- q. The advertised price of any combination or “bundle” of Ice-O-Matic products must be at or above the cumulative minimum advertised prices of the products. If one or more Ice-O-Matic products are combined or bundled with other product(s), the advertised price of the combined or bundled price must be at or above the minimum advertised price of the Ice-O-Matic product(s), plus the price at which the other product(s) are sold separately by the Reseller. No advertisement may state or imply that an Ice-O-Matic product is free. Advertising must not combine or bundle products to circumvent the intent of this policy.
- r. Reseller will conduct their business in an ethical fashion which will not harm the Ice-O-Matic brand name.

4. Enforcement of the Policy

Ice-O-Matic reserves the right to impose penalties if Ice-O-Matic, at its sole discretion, believes that: a Reseller has violated the provisions of this policy; or a Reseller has engaged in any activity that Ice-O-Matic determines, at its sole discretion, is designed or intended to circumvent the intent of this policy. For Resellers purchasing from distribution, and not via the Logistics Partner program, penalties will be imposed on the Distributor, who may then impose penalties on the Reseller based on their commercial agreement.

Ice-O-Matic will take the following actions, which will apply to all Resellers, should a Reseller fail to comply with this Policy:

1st Violation: Ice-O-Matic will issue a written communication notifying the Reseller of the noncompliance. The Reseller will have 24 hours to correct the violation.

2nd Violation: Ice-O-Matic will reduce the Resellers quarterly rebate and/or marketing incentives for the violation year.

3rd Violation: Ice-O-Matic will place Resellers account on shipping hold for 30 days.