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MINIMUM ADVERTISED PRICE POLICY

Overview

For over 90 years, our mission at Metro has been to make the world more organized and efficient. We do this by providing the world's most imaginative space and productivity solutions. Complementing our products, Metro and its network of sales reps and dealers provide industry leading process expertise for optimizing space, workflow and productivity. We recognize that our success is tied to the success and strength of our authorized dealers and distributors ("Resellers") who have invested significant time and resources to deliver an exceptional customer experience through their service and support efforts.

In an effort to protect and promote its brand name and enhance its Resellers' ability to provide customer service levels that reflect its brand value, InterMetro Industries Corporation ("Metro") unilaterally adopts this Minimum Advertised Price Policy (this "Policy"). **The Policy applies to prices that may be advertised by Resellers selling products in or into the United States, and does not restrict the sales price of products.** The Policy includes specific guidelines for administration of the program and penalties for violations.

The revised policy supersedes the previous policy dated 4/1/2020.

The Policy revision published on 3/4/2021 and effective 4/4/2021 expanded the scope of policy and advertising restrictions (See No. 4) also covered Metro products as listed in Addendum 1 ("Metro Products") with the latest revision date.

The Policy revision published on 3/12/2021 and effective 4/4/2021 updated MAPP Price Level for C5 3 Series and C5 E Series Cabinets as listed in Addendum 1 ("Metro Products") *with the latest revision date*.

The Policy revision published on 6/23/2021 and effective 8/1/2021 updated the pricing and expanded the scope of covered Metro products listed in Addendum 1 ("Metro Products") *with the latest revision date*.

The Policy revision published on 10/22/2021 and effective 11/22/2021 updated the pricing and expanded the scope of covered Metro products listed in Addendum 1 ("Metro Products") ***with the latest revision date***.

MAP Definition and Application

1. A Reseller may not advertise or otherwise promote Metro Products in the U.S. at a "net price" less than the price shown in Addendum 1. These prices are calculated by a discount by product category off the current Metro list price. The net prices will update upon Metro list prices changes. Metro reserves the right to adjust discounts and resulting net prices at its discretion.
2. "Net price" refers to such Metro Catalog list price less all discounts, premiums, trade-ins, coupons, and free goods or services advertised with Metro Products.
3. The Policy applies for Metro products sold as "new". This Policy does not apply to specific pieces of equipment when the advertisement uses one of the following terms to indicate the condition of the unit: "used", "damaged", "refurbished", or "floor model" or the advertisement includes "no factory warranty". This Policy does not apply to discontinued merchandise, special offers, or close-outs that are clearly identified by Metro as being exempt from this Policy.

4. The Policy applies to all prices displayed in advertisement and promotion of Metro Products in the U.S. including, but not limited to, prices displayed online on a Dealer's website, including prices in an online shopping cart, and on third-party platforms such as Google Shopping.

The Policy applies to password-protected areas of a Dealer's website that are available to the general public. This is considered an extension of the website and a continued opportunity to advertise. Password-protected customer portals accessible exclusively to pre-existing customers that have an established purchasing history and previously negotiated pricing, and/or customers participating in a paid loyalty membership program are exempt from the Policy

At no time may any declarations or other indications be made on a website that states or implies that a lower price may be found at the online checkout stage, including visible strikeout and price too low to show verbiage.

These statements are some examples which violate the Policy:

- **"\$XXXX"**
- **"Click here for lower price"**
- **"See Price in Cart"**
- **"Log-in for price"**
- **"Add to Cart for Lower Price"**
- **"Check Cart for Lower Price"**
- **"Mouse over for Price"**
- **"Email for a Price"**
- **"Call for Price"**
- **"Call for Lower Price"**
- **"Text for Price"**
- **"Get Price by Text"**
- **"Chat for Price"**
- **"Clearance"**
- **"Instant coupon applied in cart"**
- **Or any language similar to the above**

The Policy does not restrict the final sale price of a Metro product provided the customer was not led to believe a price lower than the Minimum Advertised Price (MAP) would be available to them. A price below MAP is permitted if communicated using one of the following methods:

1. *An email, chat, or verbal response from a direct customer enquiry.*
2. *A price negotiation that is part of an open/public tender and not generated by Dealer advertising.*
3. *A reduced price a dealer chooses to offer during a customer's final stage of purchase, as long as they were not led to believe that this offer would be provided prior to reaching the payment step.*

Any direct request for pricing initiated by an individual prospective purchaser to a Reseller in person or through other deliberate action is considered to be a request for a price quotation from the prospective purchaser to the Reseller, and thus MAP does not apply. Advertisers shall not use "cookies" (or other similar means to recognize a repeat visitor) to trigger a display of prices that are lower than MAP.

If a Dealer personally communicates with a prospective buyer and they agree upon a purchase price below the approved minimum advertised price, a Dealer must have in place a means to manually override/adjust, on an individual basis, the price at the final checkout stage. Note: The "final online checkout stage" is defined as the point of transaction, where the page contains the customer's name, shipping address, email address, and credit card information.

5. If one or more Metro products are "bundled", "kitted" or combined in an advertisement, the aggregate advertised price for all products offered for sale in the bundle may not be lower than the cumulative MAP for each of the products when sold separately.

6. The Policy is not applicable to any in-store advertising that is displayed only in a physical store location. In-store displays, point-of-sale signs, hangtags, barcodes, QR codes or similar marks on products or product packaging which present the price are not considered "advertising" for purposes of this Policy.
7. Metro may conduct promotions for Metro products covered by the Policy. In such cases, Metro reserves the right to modify or suspend the MAP with respect to the promotional products by notifying authorized Resellers of such promotions.
8. It is Metro's policy to reject any purchase orders, or additions to existing purchase orders, that contain infracted Metro Products, for a limited period of time as determined pursuant to Metro's MAP Enforcement process (outlined below), from Resellers who advertise or otherwise promote Metro Products in the U.S. below the Minimum Advertised Price.
9. **It is Metro's policy to reject any purchase orders, for an indefinite period of time, from Resellers who continue to advertise or otherwise promote Metro Products in the U.S. below the Minimum Advertised Price within 12 months of any rejection pursuant to the preceding paragraph as outlined in the Map Enforcement section below. Metro will independently review the status of all Resellers, including those previously terminated for not complying with this Policy. Metro, at its sole discretion, reserves the right to reinstate previously terminated Reseller. All decisions made by Metro as a result of its internal review process are those of Metro alone and will be made independently, without reference or input from the affected Metro Reseller or any other Metro Reseller.**
10. This Policy shall in no way be considered an agreement amongst Metro and its Resellers and each Reseller remains free to determine for itself the actual resale price of Metro Products. Further, honoring this Policy by advertising or promoting at a net price at or above the Minimum Advertised Price shall not be deemed to be communicating acceptance or compliance.
11. **Metro does not ask for, nor will it accept, any assurance of compliance or agreement from a Reseller regarding this Policy, nor will Metro discuss any conditions of acceptance related to this Policy. Metro is unilaterally implementing this Policy as its own policy.** This Policy does not constitute an agreement. Metro will determine at its sole discretion, whether Metro Products are being advertised or promoted in compliance with this Policy and will unilaterally apply this Policy as we believe is warranted.
12. Our employees and sales representatives have been advised that this Policy letter speaks for itself. We ask that you do not discuss this Policy with them. **We further ask that you do not advise us about Resellers who are advertising or promoting Metro Products at prices below the Minimum Advertised Price.** All inquiries must be addressed to the "InterMetro MAP Administrator" as follows:

1. E-mail address: MapAdministrator@metro.com

2. Mailing Address: 651 N Washington St., Wilkes-Barre, PA 18705

Examples of MAP Violations

- A. A Dealer website says “Text for Pricing” or promotes online chat as a means of suggesting a lower price is available for a covered Metro Product.**

VIOLATION – Any type of verbiage inviting customers to see price in cart, text, chat, call or e-mail for price, log-in for price, or making other statements that suggest a lower price for a covered Metro Product is available and may be observed at the final checkout stage is a violation of the Policy.

- B. A Dealer website has a price listed with a strikethrough on the Minimum Advertised Price, i.e. \$1000.**

VIOLATION – Making strikeouts or strikethroughs of pricing information implies that a lower price may be available. This is a violation of the Policy.

- C. A Dealer website shows a price that is above the Minimum Advertised Price with a message to “Call for More Information”.**

NOT A VIOLATION – Verbiage similar to “Call for More Information” is acceptable under the Policy as long as no implication is given that the communication will lead to a lower price.

- D. A Dealer listing on Google Shopping displays a price lower than the Minimum Advertised Price, but when the customer clicks through to the Dealer website a price above MAP is shown or the listing leads to a different product.**

VIOLATION – The Policy covers products and prices listed on third party shopping platforms such as Google Shopping.

- E. A Dealer website displays a price lower than MAP to a new customer who is logged in after just creating an account.**

VIOLATION – Password-protected areas of a Dealer’s website are considered an extension of the website and a continued opportunity to advertise, and thus subject to the MAP Policy.

- F. A Dealer website displays a price lower than MAP to an existing customer with an established purchase history.**

NOT A VIOLATION – The Policy is not applicable to password-protected customer portals accessible exclusively to preexisting customers with an established purchasing history, customers who have previously negotiated pricing, and/or customers participating in a paid loyalty membership program.

- G. A Dealer website displays a price in the final checkout stage of the online transaction that is below the Minimum Advertised Price and is lower than the price that was on the product detail page and in the online shopping cart.**

NOT A VIOLATION – The Policy does not place restrictions on the final selling price of Metro Products. Note: The “final online checkout stage” is defined as the point of transaction, where the page contains the customer’s name, shipping address, email address, and credit card information.

- H. **A Dealer website displays a bundle of covered Metro products with a combined price that is lower than the combined Minimum Advertised Prices of the individual components.**

VIOLATION – The advertised aggregate price for all products offered for sale in the bundle may not be lower than the cumulative approved Minimum Advertised Price for each of the products when sold separately.

- I. **A Dealer advertises a limited time, site wide sale inclusive of ALL products and brands on their website.**

VIOLATION – It is a violation of the Policy for a Dealer to advertise any covered Metro product at a price lower than the minimum advertised price. Such advertisements include, but are not limited to offering coupons, discounts, rebates, or other inducements that, when applied, result in a price lower than the minimum advertised price, including through use of a site wide sale, advertised promotional code, or other similar provision that can be applied to covered Metro products.

- J. **A Dealer website participates in a Metro-sanctioned promotion that allows for a Metro product to be advertised below MAP.**

NOT A VIOLATION – Periodically, Metro may conduct promotions for covered Metro products. Upon notifying authorized Dealers of such promotions and pricing adjustments, Metro reserves the right to modify or suspend the Policy for the duration of the promotion, for the products involved in the promotion.

MAP Enforcement

Using a third-party service to monitor internet pricing and violations of this policy, Metro will monitor compliance to and enforce this Policy.

The number of Reseller violations will be counted separately for each specific Metro 'Product Category' (as shown below the MAP Enforcement Action table) that violates this Policy and determined based upon a rolling twelve-month period. Metro reserves the right to modify this Product Category listing and pricing levels at its sole discretion.

Violation	MAP Enforcement Action
1st violation of an SKU in a given product category found by Metro being priced lower than the MAP policy within the last 12 months.	The Reseller will be contacted via email and notified of the violation of the Policy.
2nd violation of an SKU in a given product category found by Metro being priced lower than the MAP policy within the last 12 months.	The Reseller will be contacted via email and notified of the violation of the Policy.
3rd violation of an SKU in a given product category found by Metro being priced lower than the MAP policy within the last 12 months.	The Reseller will be notified via email, and no new orders, for a period of 30 days, will be processed on the specific Metro Product Category where infractions have occurred.
4th violation of an SKU in a given product category found by Metro being priced lower than the MAP policy within the last 12 months.	The Reseller will be notified via email, and no new orders, for a period of 90 days, will be processed on the specific Metro Product Category where infractions have occurred.
5th violation of an item in a given product category found by Metro being priced lower than the MAP policy within the last 12 months.	The Reseller will be notified via email, and no new orders, for a period of one year, will be processed on the Metro Product Category where infractions have occurred.

PRODUCT CATEGORY	MAPP PRICE LEVEL	Latest Revision Date
316 STAINLESS WORKTABLES	40% off list price	10/22/2021
NEW APPLICATION BASED SHELVING KITS	50% off list price	10/22/2021
BASKET SHELVING	50% off list price	10/22/2021
NEW BINS AND TOTES	50% off list price	10/22/2021
NEW BRITE SHELVING	50% off list price	10/22/2021
C5 1 and C5 E	60% off list price	10/22/2021
C5 3	57.5% off list price	10/22/2021
C5 4/6/8/9/T/R/MBQ	50% off list price	10/22/2021
CANNABIS SOLUTIONS	35% off list price	10/22/2021
NEW CART COVERS	50% off list price	10/22/2021
NEW CASE CARTS	50% off list price	10/22/2021
CHROME SHELVING	55% off list price	10/22/2021
NEW DELIVERY AND STORAGE CABINETS	50% off list price	10/22/2021
NEW DUNNAGE	50% off list price	10/22/2021
NEW ELECTRONICS MATERIAL HANDLING	40% off list price	10/22/2021
NEW ERECTA SHELVING	50% off list price	10/22/2021
NEW HD SUPER SHELVING	50% off list price	10/22/2021
NEW HEALTHCARE CARTS	50% off list price	10/22/2021
HEATED SHELVES	45% off list price	10/22/2021
NEW HOSPITALITY PRODUCTS	50% off list price	10/22/2021
NEW LINEN TRUCKS AND CARTS	50% off list price	10/22/2021
MAX I & 4	50% off list price	10/22/2021
MAX Q	55% off list price	10/22/2021
METROSEAL SHELVING	55% off list price	10/22/2021
MIGHTYLITE	60% off list price	10/22/2021
PREPMATE WORKSTATIONS	50% off list price	10/22/2021
NEW QUEEN MARY CARTS	50% off list price	10/22/2021
NEW QWIKSLOT/DROP MAT SHELVING	50% off list price	10/22/2021
NEW SECURITY SHELVING	50% off list price	10/22/2021
NEW SMARTLEVER	50% off list price	10/22/2021
NEW SMARTWALL	50% off list price	10/22/2021
SPECIALTY CASTERS	50% off list price	10/22/2021
NEW SPECIALTY SHELVING	50% off list price	10/22/2021
NEW STAINLESS GOWNING AND GARMENT RACKS	40% off list price	10/22/2021
STAINLESS SHELVING	50% off list price	10/22/2021
STAINLESS WORKTABLES	50% off list price	10/22/2021
NEW STARSYS	50% off list price	10/22/2021
NEW SUPER ERECTA ACCESSORIES	50% off list price	10/22/2021
NEW SUPER ERECTA DESIGNER COLORS	50% off list price	10/22/2021
SUPER ERECTA PRO SHELVING	55% off list price	10/22/2021
NEW SUPPLY/EXCHANGE CARTS	50% off list price	10/22/2021
TRACK SHELVING	50% off list price	10/22/2021
NEW TRAY RACKS	50% off list price	10/22/2021
NEW UTILITY CARTS	50% off list price	10/22/2021
NEW WAREHANDLING	50% off list price	10/22/2021

OTHER PROVISIONS

This Policy is subject to change at any time by Metro in its sole discretion, upon notice to its authorized Resellers.

Addendum 1:

<https://intermetro.box.com/s/5e8n8n5vtedjdz6gkc2mb1h45izbtwc0>

Note: Rounding rules at the link above are as follows

- Over \$100, round down to nearest dollar
- Between \$10 and \$100, round down to nearest \$0.50
- \$10 and below, round down to nearest dime