



1200 Airport North Office Park, Suite A&B
Fort Wayne, IN 46804 USA
T +1.888.417.5462 | www.merrychef.com

MERRYCHEF UMRP (Unilateral Minimum Retail Price) Policy

Over the past several years, we have worked relentlessly to grow our brand as the speed oven of choice to customers across all segments. We have continued to innovate, providing dealers with *the* premium and industry-leading speed oven solution in the market to their customers.

In order to continue our collective growth trajectory, we need to ensure that dealers who decide to support our brand can protect their return on investment, while maintaining their value-added services to the end user market.

Therefore, we are establishing a MERRYCHEF UMRP (Unilateral Minimum Retail Price) policy.

The MERRYCHEF UMRP policy supersedes the current MAP policy for all MERRYCHEF branded equipment.

This UMRP policy will apply to all resellers, including internet retailers, who resell MERRYCHEF products in the United States. This UMRP policy is being adopted for the benefit of all resellers and will be uniformly enforced. This UMRP policy applies to equipment pricing only. Charges for services including but not limited to delivery, specification, design, installation, etc. remain at the discretion of all dealers.

Additional incentives to buy that have monetary value (such as coupons, rebates, free accessories) that take the net price below UMRP would also violate the terms of this policy. However, rebates provided by eligible public utility programs, even when administered by the dealer, would be acceptable under this UMRP program.

Furthermore, this policy applies only to new products. Products returned by customers or damaged (“scratch and dent”) units that can no longer be sold as “new” and are clearly marked as such, with the location and nature of the damage accurately disclosed, are not subject to the UMRP policy.

Additionally, this program does not apply to government sales that are transacted under General Service Administration schedule contracts, as administered by the US Government, by a GSA contract holder.

For clarity, dealers are free to set their own retail prices. However, MERRYCHEF reserves the right to decline to sell any of its products to any dealer who offers MERRYCHEF products for sale below the established UMRP. Merrychef’s UMRP policy does not apply to select quotes provided by Merrychef for key accounts that fall below UMRP.

The UMRP pricing is established unilaterally by MERRYCHEF as a multiplier off of the current published price list and may change with notice depending upon market conditions.

The current UMRP, going into effect from March 2, 2025, is:

- MERRYCHEF Model e3: current price list multiplied by 0.47.
- All other MERRYCHEF models: current price list multiplied by 0.43.

Actions by MERRYCHEF for Policy Violations

MERRYCHEF will monitor compliance with this policy. If it is determined that a reseller has sold or offered to sell a MERRYCHEF product below the applicable UMRP, MERRYCHEF will notify the dealer of the possible violation. If MERRYCHEF determines that a violation was not accidental or unintended, it will take the following actions against the dealer:

First Violation: Written notice of violation from MERRYCHEF to violating dealer. With respect to offers of sale, the dealer has 72 hours to comply.

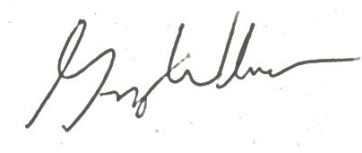
Second Violation: MERRYCHEF will halt all shipment of products for thirty (30) calendar days.

Third Violation: Dealer's authorized status will be terminated for twelve (12) calendar months, during which time the dealer will not be allowed to display, advertise, or sell any MERRYCHEF branded products.

The number of violations will be counted separately for each reseller that violates this policy and determined based upon a rolling twelve-month period. Any offer to sell by a reseller that violates this policy and continues to be available for more than three (3) business days after MERRYCHEF has notified the dealer of the violation will count as a new and separate violation by that reseller.

Any questions about this policy should be directed to the MERRYCHEF Customer Service at MCUCustServ@merrychef.com.

Best Regards,

A handwritten signature in black ink, appearing to read 'Garamy Whitmore', with a long horizontal flourish extending to the right.

Garamy Whitmore
General Manager
Merrychef USA