



Scotsman Voluntary MSRP (Minimum Suggested Sell Price) Program

Any dealers willing to sign up for and comply with our MSRP Program would be considered partners in supporting our sales and marketing efforts, building the premium value of our brand, and best servicing our operators. These dealer partners participating in the optional MSRP Program would be compensated in the form of a functional rebate to help support these sales, marketing, and brand-building efforts. Those dealers who choose not to sign up for the optional MSRP Program will not receive this functional rebate but will still be able to purchase and sell Scotsman products as they do today.

Any dealers that have opted into the MSRP program but then are found in violation will forfeit the MSRP rebate component. Those dealers participating in the MSRP Program or not, would still be required to comply with MAP pricing.

The MSRP pricing will be established unilaterally by Scotsman as a multiplier off of the current published price list and may change with notice depending upon market conditions. The MSRP is current list price multiplied by 0.41, rounded down to the whole dollar (\$1001 list equals MSRP of \$410).

Non-serialized accessories (including, but not limited to, water filters, kits, and similar items) are excluded from this Program and are not subject to MSRP pricing requirements. However, the following product categories are considered “serialized accessories” and remain subject to the MSRP Program: Storage Bins, Hotel/Ice Dispensers, Machine Stands, and Remote Condensers. Excluded non-serialized accessories will be identified in Scotsman’s current published price list, and dealers may price, discount, bundle, or promote such excluded non-serialized accessories at their discretion. Bundled non-serialized accessories may not reduce the effective selling price of MSRP-eligible equipment below MSRP.

Additional incentives to buy that have monetary value, such as coupons, rebates, free or discounted “serialized accessories” (as noted above), that take the net price below MSRP would violate the terms of this MSRP program. However, rebates provided by eligible public utility programs, even when administered by the dealer would be acceptable under this MSRP program. Scotsman will provide a pre-approved list of eligible public utility rebate programs to accompany the current price list.

Charges for services including but not limited to delivery, specification, design, installation, etc. remain at the discretion of all dealers, including dealers participating in the optional MSRP Program. However, credits for services including but not limited to delivery, specification, design, installation, etc. that take the net price below MSRP would also violate the terms of this MSRP program.

To protect the integrity of our brand and pricing structure, Scotsman’s optional MSRP program prohibits the resale of products to “1P” or “First-Party” platforms. These platforms include, but are not limited to, direct sales to Amazon 1P, Walmart 1P, or any other platform where a dealer acts as a wholesale supplier directly to the marketplace. However, resellers are permitted to list and sell Scotsman products on third-party marketplaces (e.g., Amazon 3P Marketplace, eBay, etc.), provided that the resellers adhere to MSRP pricing and other terms as stipulated in this policy.

With prior approval from Scotsman a participating dealer in the MSRP program may opt out for a specific account or project. In such cases, the MSRP rebate will not be paid for said account or project and any other participating dealer pursuing such business will be given the same consideration. Additionally, this program does not apply to: 1) Government sales that are transacted under General Service Administration schedule contracts, as administered by the US Government, by a GSA contract holder. 2) Bid submissions to secure the right to complete a specific project, while competing against other bidders to win a contract.



This program prohibits any reseller from directing (even if automatically or inadvertently) a prospective customer who is seeking a Scotsman product to any other brand. The use of tactics including but not limited to split-screen, side-by-side advertising, or pop-ups to advertise a like product of any other brand is prohibited.

The intent of this program is to partner with our dealers to support our sales and marketing efforts and to continue to build our brand identity and presence in the market.

Actions by Scotsman for Program Violations

Scotsman will monitor compliance with this Program and, if it determines that a reseller who has opted into the MSRP Program has sold or offered to sell a Scotsman Product below the applicable MSRP, Scotsman will notify the authorized Scotsman dealer of the violation. If Scotsman determines that a violation was not accidental or unintended, it will take the following actions against the Scotsman dealer:

First Violation: Written notice of violation from Scotsman corporate to violating dealer.

Second Violation: The violating dealer will be penalized 50% of MSRP program rebates for the current calendar quarter.

Third Violation: The violating dealer will be penalized 100% of MSRP program rebates for the current calendar quarter.

Fourth Violation: The dealer will not be eligible for MSRP program rebates from Scotsman for the current & subsequent calendar quarter(s).

Fifth Violation: The dealer will not be eligible for MSRP program rebates from Scotsman for all products for any portion of the then-current year.

Sixth Violation: Scotsman may terminate the violating Dealer from the MSRP program.

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

Scotsman Pricing Program Administrator

This Policy is managed by the Scotsman Pricing Program Administrator. Scotsman reserves the right to change, add or delete covered products, and change or cancel the Program at any time upon written notice to authorized Resellers and distributors. The Administrator is the only person authorized to communicate MSRP decisions on Scotsman's behalf. Any questions about this Program should be directed only to the Scotsman Pricing Policy Administrator at mapadmin@scotsman-ice.com