



VULCAN EQUIPMENT
MINIMUM ADVERTISED PRICE (MAP) & MINIMUM RESALE IN-CART PRICE (MRICP)
POLICY FOR THE UNITED STATES
Effective Date: August 1, 2026

1. Purpose

Certain advertising and internet sales practices undermine the reputation, brand, goodwill, and premium image of Vulcan Equipment, a division of ITW Food Equipment Group LLC ("Vulcan"), and discourage sellers from investing in our products and providing the best possible service and support to customers. To protect the integrity of our brand, we are implementing this unilateral Vulcan Equipment **Minimum Advertised Price & Minimum Resale In-Cart Price** Policy for the United States ("Policy"), which applies to all authorized sellers of our products (1) advertising to end user customers in the United States and/or (2) selling to end user customers on the internet using virtual shopping carts and check-out methods ("Sellers"). This Policy supersedes all prior policies or representations regarding minimum advertised prices or minimum resale prices for the Covered Products (as defined below).

2. Covered Products

This Policy applies to advertisements for and internet shopping carts that include our products listed on the Vulcan Equipment Pricing Schedule ("Covered Products"), the current version of which is attached [or available at URL]. The Pricing Schedule will be made available to all Sellers and may be changed by us at any time in our discretion. Sellers are responsible for reviewing the current Pricing Schedule, but we will work to notify Sellers promptly when updates are made to it.

3. The Minimum Advertised Price

The "minimum advertised price" ("MAP") is the lowest price at which the Covered Product may be advertised. Vulcan is solely responsible for (1) establishing the MAP for each Covered Product and (2) communicating the Policy to all Sellers (including via directing any distributors to pass down the Policy to their resellers). Sellers are free to advertise and sell all Covered Products at any price above MAP. It is a violation of this Policy for a Seller to advertise any Covered Product at a price lower than the MAP unless otherwise set forth herein.

4. The Minimum Resale In-Cart Price (MRICP)

The "minimum resale in cart price" ("MRICP") is the lowest price at which the Covered Product may be offered for sale as displayed at the "Final Online Checkout Stage" (when the Covered Product is put into an internet shopping cart that contains the end user customer's name, shipping address, email address, and payment information for a transaction) to end user customers other than those taking original delivery in Maryland or California. Sellers are free to advertise and sell all Covered Products at any price above MRICP. It is a violation of this Policy for a Seller to offer for sale to end user customers, except those taking original delivery in Maryland or California, any Covered Product placed in a virtual shopping cart at a price lower than the MRICP unless otherwise set forth herein.

5. Advertising and Advertisements

The terms "advertising" and "advertisement" include all promotional or pricing information related to Covered Products displayed in any type of media, including, but not limited to:

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|--------------|--------------------------|-----------------------|-----------------------------|
| • newspapers | • websites | • mobile/smart phone | • sponsored links |
| • catalogs | • blogs | • applications | • ads in any other media |
| • magazines | • social media | • banner ads | in a digital format that is |
| • flyers | • affiliate marketing | • online product ads | conveyed via the |
| • brochures | networks/comparison | • paid search ads | Internet |
| • television | shopping engines | • pay-per-click ads | • any other marketing or |
| • radio ads | • seller-initiated text | • display ads | promotional materials, |
| • billboards | messages or emails to | • mobile ads | whether displayed |
| • outdoor | customers or prospective | • product listing ads | online, through |
| signage | customers | | broadcast, or other |
| | | | media |

The terms "advertising" and "advertisement" do not include signage and other pricing information displayed within a brick-and-mortar selling location.

6. Policy Violations and Permissible Promotions

Direct or indirect attempts to circumvent this Policy violate this Policy. Violations include, but are not limited to:

- A. Advertising a price for sale of a Covered Product below the MAP.
- B. Displaying a price for sale of a Covered Product in an internet shopping cart and/or at the Final Checkout Stage that is below the MRICP for purchases delivered outside the states of Maryland or California.
- C. Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP or result in the display of a price in an internet shopping cart and/or at the Final Checkout Stage that is lower than the MRICP, including through use of a storewide sale, a department-wide sale, category-wide sale, website-wide sale, promotional code, or other similar provision that can be applied to the Covered Products.
- D. Bundling Covered Products with other products or services (whether made by or provided by Vulcan Equipment or another entity) in a manner that implies below-MAP or below-MRICP pricing for the bundled Covered Product(s).
- E. Strikeouts or strikethroughs of advertised pricing information, "see price in cart," "add to cart for price," or other statements that suggest a lower price for a Covered Product may be found in the internet shopping cart or at the Final Online Checkout Stage for the sale of a Covered Product.
- F. Alternative pricing-reveal mechanisms are prohibited. Dealers are not permitted to use methods such as "call for price," "text for price," "chat for price," "email for price," "add to cart for price," "login for price," or "hidden checkout pricing" to circumvent the established online pricing structure.

Notwithstanding the above, it is not a violation to advertise or display the following:

- A. Free/Reduced Price Shipping: Free or reduced-price shipping, as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
- B. Local Flyers: Coupons or promotions which result in a Covered Product being advertised at a price lower than the MAP, provided such coupons or promotions (1) are advertised only in the Seller's local market via print advertisements and not advertised via the internet or other electronic means; (2) cannot be combined with other promotional offers made by the Seller; (3) are limited in use to five or fewer Covered Products per coupon/promotion; and (4) have an expiration date that is within one year from the first date of publication of the coupon or promotion.
- C. Non-Instantaneous Loyalty Rebate: Consumer loyalty programs that reward purchasers with a rebate, so long as the rebate does not occur during the sale process, such as an instant rebate.
- D. Loyalty Points: The accrual and application of "points" or other things of value ("Loyalty Points") in connection with the purchase of a Covered Product, provided that (1) Loyalty Points may be accrued and applied to all or almost all of the products offered by a Seller; and (2) the rate of accruing Loyalty Points for Covered Products is no more than the rate applicable to all or almost all other brands of products offered by the Seller.
- E. Non-Conforming Product: Advertising or displaying a price for the Covered Products below the MAP or MRICP provided that Vulcan Equipment, in its sole and absolute discretion, has affirmatively identified the Covered Products as non-conforming and eligible for this exception. Non-conforming Covered Products include, but are not limited to, Covered Products that have become discontinued (as specified by Vulcan), and Covered Products being sold as "scratch & dent" products. Custom products sold by Vulcan Equipment (including custom variants of Covered Products) are not impacted by this Policy.
- F. Specified Projects: Discounts given in order to gain specification or selection of a Vulcan Equipment product in connection with a formally specified project package, request for proposal, or similar solicitation process in which Vulcan Equipment seeks to be designated as a required component in the project, solely to the extent approved in writing pursuant to Vulcan Equipment's Specified Projects program.

- G. National Account Program: Seller's participation in Vulcan Equipment's National Account Program and/or Negotiated Chain Pricing (and all sales made in accordance therewith to Vulcan's National Account and Chain customers).
- H. Government Sales: Sales made directly to government entities, including through the GSA Advantage website.

7. This Policy Is Not an Agreement and Is Non-Negotiable

This Policy is not an agreement between Vulcan Equipment and any other entity. We do not seek and will not accept any promise of compliance with this Policy from any Seller or other party, and each Seller must independently choose whether to comply with this Policy. **This Policy is not negotiable and will not be altered for any individual Seller.**

8. MAP & MRICP Holidays

Vulcan may announce MAP or MRICP holidays or promotions that are applicable to all Sellers, during which periods a Seller that advertises or displays a price for a Covered Product in compliance with the terms of the MAP or MRICP holiday will not be considered to have violated this Policy.

9. Noncompliance

This Policy is not negotiable and will not be altered for any individual Seller. Each Seller is free to independently decide whether or not to follow the Policy. Vulcan does not ask for, nor will it accept any assurance of compliance or agreement from a Seller regarding the Policy; nor will Vulcan discuss any conditions on acceptance related to the Policy.

The MAP and MRICP for the Covered Products will be reviewed. If a Seller fails to fully comply with the policy, such non-compliance will result in the enforcement of this Policy. We will take the following actions against any Seller that does not comply with this Policy:

First Violation: Written notice.

Second Violation: Written notice and a 7-day shipping hold. This means that we will revoke our acceptance of any pending orders, cancel any pending shipments to you, and not accept any new orders from you during this 7-day period.

Third Violation: Loss or reduction in rebates, program funds, promo eligibility, or special pricing access.

Fourth and Final Violation: Termination of business relationship and revocation of "authorized" status. We will revoke our acceptance of any pending orders and cancel any pending shipments to you. You will no longer be an "authorized" Seller of our products.

Violators of this Policy will receive written notice of its non-compliance. Violations reset after Seller has not violated this Policy for 12 consecutive months.

Vulcan will enforce this Policy in its sole discretion. Sellers have no right to enforce this Policy.

10. Policy Administration

Vulcan may update, revise, suspend, or otherwise modify this Policy at any time in its discretion, and any modifications will be made available to all Sellers.

Employees or agents cannot modify, interpret, or grant any exceptions to this Policy; cannot solicit or obtain the agreement of any person or entity to comply with this Policy; and cannot otherwise discuss any aspect of this Policy with any Seller, including any Seller's compliance with the terms.

Any questions about this Policy should be sent in writing to the Policy Administrator at VulcanMRPadmin@itwfeg.com. Vulcan will not accept any other form of communication from Sellers regarding this Policy.