



This Minimum Advertised Pricing Policy (this “Policy”) applies to all Whiteline® and Nolathane® Products resellers (“Authorized Resellers”) of Redranger® USA, LLC (“Redranger”) effective July 2018. This Policy is Redranger’s unilateral policy. Participation in this Policy by Authorized Resellers is voluntary. Each Authorized Reseller is free to determine independently how it wishes to conduct its business. Authorized Resellers retain sole discretion to determine actual resale prices to subsequent purchasers. Redranger reserves the right to terminate, amend or supplement any part or all of this Policy upon written notice and this Policy supersedes any previous policy of Redranger. Redranger reserves the right to not do business with any Authorized Reseller who does not agree to comply voluntarily with this policy.

MINIMUM ADVERTISED PRICE– MAP:

Redranger will periodically provide Authorized Resellers with a written Minimum Suggested Retail Price (“MSRP”) schedule. For purposes of this Policy, the Minimum Advertised Price (“MAP”) schedule is equal to 90% of the MSRP schedule. Authorized Resellers must display any advertised pricing either at, or above, the MAP schedule under this Policy. If price is advertised, the price must be advertised in accordance with this Policy. Authorized Resellers may advertise consumer savings up to 10% below MSRP, but in no event below the MAP schedule. Advertisements with no price are permitted, but if a discount is advertised, two of the following three items must be shown:

- a. Starting advertised price at or above MAP
- b. Savings (either \$ or %)
- c. Net price

We recommend using all three, to show the greatest value to the subsequent purchaser. “Net Price” means the starting advertised price at or above MAP less all discounts, coupons, allowances, and free goods or services offered with Whiteline® and/or Nolathane® products. The only free service or deduction that will not constitute a reduction of the Net Price under this Policy is free shipping. Accordingly, Authorized Resellers may offer free shipping on the sales of Whiteline® and/or Nolathane® products without deducting the cost of such free shipping when calculating its Net Price to determine a Authorized Reseller’s compliance with this Policy.

This Policy does not apply to any public signage located on a sales floor of a physical store location or to the Shopping Cart of Authorized Reseller’s website. “Shopping Cart” means any online screen that (i) appears at any time after clicking a “purchase,” “buy” or similar button, and (ii) adds the product to the consumer’s cart with a final quantity and final price, including taxes and delivery charges (if any). “Shopping Cart” means any online screen that (i) appears at any time after clicking a “purchase,” “buy” or similar button, and (ii) adds the product to the consumer’s cart with a final quantity and final price, including taxes and delivery charges (if any). Lower advertised pricing that is not in the cart or that is displayed prior to the checkout stage is prohibited. Examples of these types lower advertised pricing include, pop-up boxes, roll-overs, whispers, and “Click to see a price in cart” or similar language that displays prior to the presentation of the Shopping Cart.



Redranger does NOT seek assistance from its Authorized Resellers with the identification of potential violators of this Policy. Redranger will identify any potential violators on its own and will make any and all decisions regarding whether a violation has occurred.

ADVERTISING:

Advertising as referred to in this Policy includes all advertising messages and communications media, whether oral or written, regardless of the media used that are initiated or created for exposure to the consuming public. This Policy covers all communications in print, fliers, posters, coupons, mailers, solicitations for “group purchases”, inserts, magazines, direct mailings, and catalogs, as well as Internet or similar electronic media, including, without limitation, websites (excluding shopping cart environment), forums, email newsletters, and email solicitations. Internet auctions or marketplaces (excluding shopping cart environment) may not display or have reserved bid or other prices displayed below MAP. Such website features as “Click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a Authorized Reseller’s shopping cart, and other similar features are considered to be communications initiated by the Authorized Reseller (rather than by the Authorized Reseller) and this constitutes “advertising” under this Policy. This Policy does not restrict any individualized communication between Authorized Resellers and subsequent purchaser.

This policy does not apply to discontinued items, factory closeouts or factory “second” merchandise.

ADDITIONAL POLICY TERMS AND CONDITIONS - VIOLATIONS

The administration of this Policy and any determinations made under it are solely within Redranger’s discretion and authority. Redranger will monitor Authorized Reseller compliance with this Policy and notify Authorized Reseller of non-compliance. Redranger recognizes that non-compliance could be inadvertent. However, if during a (1) month period Authorized Reseller is found to have repeat violations of this Policy, Authorized Reseller will be indefinitely suspended or terminated as a Whiteline® and/or Nolathane® authorized reseller. In that event, Authorized Reseller will be removed from all lists of authorized resellers of Whiteline® and/or Nolathane® products, including the Dealer Locator on Whiteline’s or Nolathane’s websites, will not be authorized to use Whitelines’ or Nolathanes’ intellectual properties, and will not be provided with any support from Whiteline® and/or Nolathane®. Authorized Reseller will be placed on a “DO NOT SELL” list that is distributed to all Whiteline® and/or Nolathane® wholesale distributors and displayed as an “un-authorized reseller” on the Whiteline® and/or Nolathane® website. The consequences of violating this Policy are clearly set forth here and are not subject to negotiation.

Redranger will utilize the following steps to resolve MAP violations:

1. Any person or entity selling Whiteline® and/or Nolathane® products which have consented to comply with this Redranger MAP Policy agreement is classified as an Unauthorized Reseller.



2. Authorized Distributors are required obtain the consent to the terms of this MAP agreement from any individual or entity selling or reselling Whiteline® and/or Nolathane® products. Unauthorized persons or entities should not be sold to or provided a feed from any Authorized Resellers whatsoever.

3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.

(a) First Violation: Authorized Resellers account will be put on hold temporarily and a written warning will be provided. MAP violations must be corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.

(b) Second Violation: Authorized Resellers account will be put on hold for 30 days.

(c) Third Violation: Authorized Resellers account will be put on hold for 180 days. After this duration, Redranger will review and determine if account is to be reinstated.

(d) Fourth Violation: Should Redranger decide to reinstate an Authorized Resellers who has previously demonstrated a third violation, yet violates a fourth time, the account will be immediately declared unauthorized indefinitely.

Questions and Additional Information or Information Regarding Potential Violations:

All questions about this Policy should be in writing and directed via email to brand@whitelineus.com or in writing by mail to the General Manager, Redranger USA, 1810 S. Milliken Ave., Ontario, CA 91761. Only the General Manager has the authority to answer questions and provide guidance relating this Policy.