



National Products Inc
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MAP Policy

National Products Inc., (“**NPI**”) is the world’s leading manufacturer of high quality, robust mounting solutions. In order to maintain our reputation for providing customers with high value products and strong customer support, and to further enhance our image and competitiveness in the marketplace, NPI has unilaterally established this Minimum Advertised Price Policy (“**MAP Policy**”) for NPI products (“**Products**”). NPI recognizes, and this MAP Policy reflects, the value of an Authorized Partner network that will dedicate the resources and provide the services to support and promote the Products. This MAP Policy applies to all U.S. distributors and resellers of the Products (“**Authorized Partners**”). NPI has unilaterally determined that compliance with this MAP Policy is a condition to participating as an NPI Authorized Partner.

Product Guidelines

1. Advertised Pricing. All advertised prices for the Products must be at or above the MAP pricing established by NPI. MAP pricing for the Products is set out in the Product price list, which is currently updated and provided to you on the first day of each calendar quarter. NPI, at any time, may change the MAP price for a Product or add to or delete Products. While NPI may provide notice to you of new MAP pricing and/or changes in the Products, each Authorized Partner is responsible for making sure that it is aware of the appropriate MAP price and the Products. New MAP pricing is effective upon the later of its posting, or the effective date stated on the price list or any notice.

Each Authorized Partner is free to independently set its actual resale price of the Products it sells. This MAP Policy does not establish maximum advertised prices.

2. Covered Advertising. This MAP Policy applies to all types of advertising in any and all media, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet or similar electronic media including placement with third parties (banner ads, broadcast emails, destination pages, third-party sites, forums, email newsletters, email solicitations), internet placements on resellers’ own websites, and any flyers, posters or coupons. Resellers are responsible for ensuring their Product pricing is at or above MAP on all internet search engines. Prices for Products that are below MAP may not appear in any online search tool (e.g. Google Shopper, Price Grabber, NextTag, etc.) where Authorized Partner’s website is linked as the source.

3. Bundling.

(a). Where Products are bundled with or sold as part of a package that includes other products (whether or not manufactured by NPI), it is a violation of this MAP Policy to sell or advertise the bundle (or package) at a price that: (i) is lower than the total MAP price of the Product, or (ii) violates the letter or spirit of this MAP Policy.

(b) It is a violation of this MAP Policy to include in any advertising for Products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any Product below the MAP price. Advertising that includes an additional discount, coupon, gift card, points, or any other incentive for future purchases (regardless of whether the future purchases is of an NPI Product) will be evaluated under the same guidelines as described in paragraph (a) above regarding product bundling. For example, a gift card redeemable on a future purchase would be considered an “other product” under paragraph (a). This paragraph (b) does not apply to any manufacturer’s rebate authorized and issued by NPI on Products.

Pricing Statements and Activities

- 1. No Implied Advertising.** Advertising that implies that a Product is being offered at a price below the MAP price violates this MAP Policy. It is also a violation of this MAP Policy for an advertisement to include language or graphics that state or suggest that a Product is being promoted at a price less than the MAP price.
- 2. Allowed Statements.** Authorized Partners are not required to list prices in their advertising. In addition, it shall not be a violation of this MAP policy to advertise that a customer may “Call for Price” or “Call for Quote” specifically with respect to the Products, so long as no price is listed.
- 3. Free Offers Associated with NPI Product.** Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP policy.
- 4. Product Price Matching Policies.** Price matching policies are acceptable, provided that price matching cannot be used as a valid reason for violating the MAP policy or its intent.

Failure to Comply

Recognizing that this is a unilateral MAP Policy implemented by NPI, if there is any disagreement over the interpretation, application or enforcement of this MAP Policy, NPI shall have the right to make the ultimate decision with respect to its interpretation, application and enforcement. Notwithstanding the process described below that addresses violations, if NPI determines, in its sole discretion, that there is intentional and/or repeated violations of this MAP Policy, NPI may immediately suspend or terminate your status as an Authorized Partner, which would include prohibiting your right to purchase Products from NPI or an Authorized Partner.

Authorized Partner violations of this MAP policy must be corrected within 24 hours of notification from NPI. NPI, in its sole discretion, may decide to waive or defer any action to enforce the MAP policy violations of an Authorized Partner. In general, violations of this MAP policy will be addressed as follows:

- a. First Violation:** Authorized Reseller’s account will be put on hold temporarily and a written warning will be provided. Upon correction and following 30 days of compliance, the violation will then be cleared.
- b. Second Violation:** Authorized Reseller’s account will be put on hold for 30 days.
- c. Third Violation:** Authorized Reseller’s account will be put on hold for 180 days. After this duration, NPI will review and determine if the account is to be reinstated.
- d. Fourth Violation:** Should NPI decide to reinstate an Authorized Reseller who has committed a third violation, and violates a fourth time, NPI may suspend or terminate you as an Authorized Partner.

MAP Policy Updates and Inquiries:

This MAP Policy supersedes any similar policies that were in effect prior to its effective date. This MAP Policy may be modified, extended, suspended, discontinued, or rescinded, in whole or in part, by posting on the NPI website or written notice to you at any time. The effective date of the updated MAP Policy will be as stated on the updated policy, or if no date is stated, immediately upon the earlier of posting to the website or your receipt of the notice.

All inquiries regarding this MAP Policy should be directed in writing to NPI at sales@rammount.com. This MAP Policy may only be modified in writing by NPI. No NPI employee or representative has the authority to modify the terms and conditions of this MAP Policy. NPI will not discuss matters relating to any other account. No account has the right to rely on the continued existence of this MAP Policy or NPI’s enforcement of the MAP Policy. NPI reserves the right to choose the accounts with which it will do business and the right to accept or reject purchase order from any account at any time.

Thank you for your continued support for NPI products.