



**DELMHORST INSTRUMENT CO.
MINIMUM ADVERTISED PRICE (MAP) PROGRAM
TERMS AND CONDITIONS**

To preserve the perceived value of the Delmhorst brand as a premium offering to our mutual customers and to achieve higher profitability throughout the distribution chain, Delmhorst Instrument Co. (hereafter Delmhorst) has instituted a Minimum Advertised Price (hereafter MAP) program. The MAP program applies to prices listed in any advertising materials. Further, this program applies equally to all Delmhorst distributors, dealers and resellers (collectively "Distributors.")

This policy pertains to the minimum advertised prices for all Delmhorst products. Nothing in this policy restricts the actual price at which a Distributor may sell a Delmhorst product. Distributor adherence is voluntary but this unilateral policy will be uniformly enforced by Delmhorst.

This policy is applicable to all Distributors that sell Delmhorst products, and all Distributors under this policy are expected to communicate and enforce the requirements of this policy among their business resale customers, franchisees, etc. Products that Delmhorst identifies as discontinued or obsolete and that are expressly identified and sold by the Distributor as discontinued or obsolete, are not subject to the MAP policy.

Delmhorst's MAP Policy may be found at <http://www.delmhorst.com/map-program>

MAP POLICY PROVISIONS

A. Price Lists, Policy Terms, and Policy Modifications.

1. Delmhorst's MAP price lists are available at <http://www.delmhorst.com/dealer-portal> or from a Delmhorst sales professional or customer service representative.
2. The MAP Products and their corresponding MAP may be updated by Delmhorst from time to time at Delmhorst's sole discretion. This policy may also be revised or modified, at Delmhorst's sole discretion, to change, suspend or discontinue the policy, in whole or in part, or to designate promotional periods during which the terms of the policy change or do not apply to some or all of Delmhorst Products.
3. Delmhorst resellers are responsible for remaining current with this policy and applicable pricing.

B. Advertisements.

1. The policy applies to all advertisements of Delmhorst Products in any form, including, without limitation, advertisements appearing at, on or in: magazines; newspapers;

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inserts; catalogues; coupons; billboards; brochures; posters; flyers; direct and indirect mailings; trade shows and trade show materials; websites; on-line portals, shopping and social media sites; mobile devices; Really Simple Syndication (RSS) feeds; blogs; texts; emails and email links; on-line banners; television; or radio ("Advertisements").

2. Conversations between Distributors and potential customers that are live in person or in real-time (such as by telephone or on-line chat) are not considered Advertisements for purposes of this policy.
3. From time to time Delmhorst may offer rebates or discounts in connection with its products. It shall not be a violation of this policy to advertise Delmhorst's rebates or discounts.
4. For purposes of Internet-based sales only, pricing information displayed for potential customers who have affirmatively proceeded toward making a purchase such as by placing a MAP Product into an electronic "shopping cart" or by following links such as "click here to order", "add to cart" or "click to buy" or during the purchase payment process are not considered Advertisements for purposes of this policy.

C. Pricing.

1. In all Advertisements for any Delmhorst Product, Distributors must display the price of that product that is equal to or greater than the applicable MAP and must not state, suggest or otherwise indicate that a lower price is available, for example, statements on a website in the nature of "click here for your price", "click for lower price", "price too low to print", "click for our price", "click for special pricing", stricken text or prices (e.g., ~~example~~) or other similar text or symbols which tend to negate the applicable MAP.

D. Consumer Information.

Distributors who provide general consumer information about minimum advertised price policies may not directly indicate or indirectly suggest that Distributor is contractually obligated to follow this policy. Delmhorst does not object to Distributors using the following language, if any, to generally describe minimum advertised price policies to its potential customers:

A Minimum Advertised Price (MAP) policy is a manufacturer's unilateral policy that establishes certain minimum prices for use in product advertisements. MAP policies only apply to advertised prices. The actual sale price may be higher or lower.

E. Unilateral Enforcement

Any Distributor found to be advertising Delmhorst products in violation of Section C.1 shall be deemed to be in non-compliance of the MAP program. For any first instance of non-compliance by a Distributor, Delmhorst will decrease their Resale Discount Tier Level by one (1) tier for a period of sixty (60) days. For any second instance of non-compliance, Delmhorst will cease supplying for a period of thirty (30) days. For any third

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instance, Delmhorst will cease supplying for a period of one (1) year. A Distributor will be given seventy-two (72) hours in which to cure the violation by bringing advertising into compliance. A cured violation will not result in a penalty under this section but will still count against the Distributor as an instance of non-compliance.

Any distributor that has had three violations and may no longer sell Delmhorst products for one year may re-qualify for distribution under its previous terms with Delmhorst after the one-year period has passed

Exceptions

Periodically, Delmhorst may choose to run special promotions on certain products. In such an event, we reserve the right to modify or suspend the MAP program in whole or in part by notifying all resellers of the duration and nature of the change.

F. Compliance Monitoring.

2. Delmhorst monitors its Distributors and expects its Distributors to monitor their business customer resellers, franchisees, etc. for compliance with this MAP policy. Non-compliance by a Distributor's business customer resellers, franchisees, etc., shall be treated by Delmhorst as non-compliance by the Distributor.
3. Third parties with information about a violation of the MAP policy may report it to Delmhorst in writing to Paul Laurenzi at MAP@delmhorst.com. However, Delmhorst will not discuss allegations of compliance with or enforcement of this policy with anyone other than an authorized representative of the alleged non-compliant Distributor
4. Only authorized Delmhorst personnel may communicate with a Distributor about that Distributor's actual or alleged violations of this policy, and individual exceptions to this MAP policy are not permitted.

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