



## **PROGRESS MFG. INC. UNITED STATES MINIMUM ADVERTISED PRICE POLICY**

*This Policy is effective December 3, 2018*

Progress Mfg. Inc. is solely responsible for establishing the minimum advertised price (“MAP”) and shall make available to all resellers a list of Products covered by this Policy and their respective MAPs (the “MAP Schedule”). Progress Mfg. Inc. will make the Policy and MAP Schedule available via a designated website. Resellers are responsible for regularly monitoring this website for updates.

While resellers remain free to *sell* Progress Mfg. Inc. Products at any price they deem appropriate, it is a violation of this Policy for a reseller to *advertise* any Progress Mfg. Inc. Product at a price lower than the MAP. Progress Mfg. Inc. (“Progress Mfg. Inc.”) has determined that certain advertising practices undermine Progress Mfg. Inc.’s trade reputation, brand, and image within the target consumer population and discourage Progress Mfg. Inc. resellers from investing in Progress Mfg. Inc.’s product lines and providing the best possible service and support to consumers. Accordingly, Progress Mfg. Inc. has adopted this unilateral Minimum Advertised Price Policy (the “Policy”), which applies to all authorized Progress Mfg. Inc. resellers in the United States of America.

Progress Mfg. Inc. is solely responsible for establishing the minimum advertised price (“MAP”) and shall make available to all resellers a list of Products covered by this Policy and their respective MAPs (the “MAP Schedule”). Progress Mfg. Inc. will make the Policy and MAP Schedule available via a designated website. Resellers are responsible for regularly monitoring this website for updates.

While resellers remain free to *sell* Progress Mfg. Inc. Products at any price they deem appropriate, it is a violation of this Policy for a reseller to *advertise* any Progress Mfg. Inc. Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- i. Offering coupons, discounts, rebates, or other inducements at a price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to Progress Mfg. Inc. Products.
- ii. Bundling Progress Mfg. Inc. Products with other products or services in a manner that results in below-MAP pricing for the bundled Progress Mfg. Inc. Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price” or “email for price” as long as no price is listed and no automated call or “bounce-back” email is used in response. For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media including, but not limited to, website pages and banners, social media, emails, blogs, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage, and any other marketing or promotional materials, whether provided online or through broadcast or other media.

Progress Mfg. Inc. will take the following actions against any reseller that fails to comply with this Policy with respect to the sale of any Progress Mfg. Inc. Product:

- i. For a reseller’s first violation of the Policy, Progress Mfg. Inc. will provide a written notice to the reseller regarding the violation.

- ii. For a reseller's second violation of the Policy during a 12-month period, Progress Mfg. Inc. will place the account on shipping hold for thirty (30) days.
- iii. For a reseller's third violation of the Policy during a 12-month period, Progress Mfg. Inc. will place the account on shipping hold for ninety (90) days.
- iv. For a reseller's fourth violation of the Policy during a 12-month period, Progress Mfg. Inc. will terminate its business relationship with the reseller.

Although Progress Mfg. Inc. is not directing any reseller to require that its customers comply with this Policy, a violation of this Policy by any such third party will constitute a violation by the reseller.

This Policy does not constitute an agreement between Progress Mfg. Inc. and any other entity. Progress Mfg. Inc. neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices and does not affect the prices that a reseller may charge for Progress Mfg. Inc. products. Resellers are free to sell Progress Mfg. Inc. products at any price they choose.

The Policy will be enforced by Progress Mfg. Inc. in its sole discretion and without notice. No Progress Mfg. Inc. employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy. Any questions about this Policy should be submitted in writing and directed to Progress Mfg. Inc.'s MAP liaison at [map@progressmfg.com](mailto:map@progressmfg.com). Resellers have no right to enforce the Policy.

Progress Mfg. Inc. is solely responsible for communicating the MAP to resellers of Progress Mfg. Inc. Products. If Progress Mfg. Inc. changes the MAP on any Product, it will provide at least 30 day's notice to resellers before such change takes effect. Progress Mfg. Inc. may update, revise, suspend, terminate, reinstitute, or modify this Policy at any in its sole discretion. Progress Mfg. Inc. shall make any such modifications available to all authorized resellers.