

**AMEROCK, LLC UNITED STATES
MINIMUM ADVERTISED PRICE POLICY
Effective Date: February 14, 2023
Updated: February 14, 2023**

Certain advertising practices undermine Amerock, LLC’s (“Amerock”) reputation, brand, goodwill, and premium image with its target consumer retail population and discourage its sellers from investing in Amerock products and providing the best possible service and support to customers. To protect the integrity of the brand, Amerock has adopted this unilateral Minimum Advertised Price Policy (“Policy”), which applies to all authorized sellers of Amerock products in the United States. This Policy became effective September 1, 2020 and supersedes all prior Amerock policies or representations regarding minimum advertised prices or resale prices for the Covered Products (as defined below) applicable to sellers.

Products Subject to MAP Policy

This Policy applies to advertisements of the Amerock products listed on the Amerock MAP Schedule (“Covered Products”). The Amerock MAP Schedule will be made available to all sellers and may be amended by Amerock in its sole discretion at any time.

The Minimum Advertised Price

Amerock is solely responsible for (1) establishing the minimum advertised price (“MAP”) for each Covered Product and (2) communicating the MAP to all sellers. **While sellers remain free to advertise and sell all Amerock products (including the Covered Products) at any price, it is a violation of this Policy for a seller to advertise any Covered Product at a price lower than the MAP.**

Internet Advertising and Advertisements

The Policy applies to all “advertising” and “advertisements” and includes all promotional or pricing information of Covered Products displayed in any type of media, including, but not limited to:

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

The terms “advertise” and “advertisement” do not include:

- signage displayed within a brick-and-mortar selling location.
- a free or reduced-price shipping advertisement (if such offer applies to all or almost all other products offered by the seller in the same product category); and
- pricing information displayed at the “final online checkout stage” (which is when the Covered Product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information) of a transaction, so long as such pricing information in the “final online checkout stage” is obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller’s own website.

- Use of a storewide sale, a category-wide sale, a promotional code, or other similar provisions that are applicable to “select Amerock items” that are not included in the list of Covered Products subject to this Policy, *i.e.*, discontinued products, products removed by Amerock from the Covered Products list, or any other Amerock products not specifically identified in the most current list of Covered Products.

Violations

MAP advertisements that violate this Policy include, but are not limited to:

- Offering coupons, discounts, rebates, or other inducements that, when applied, result in an advertised price lower than the MAP, when such below-MAP pricing is unobscured and retrievable by shopping and pricing search engines.
- Use of a storewide sale, a category-wide sale, a promotional code, or other similar provision that can be applied to the Covered Products. However, please see the section below for an exception to the general rule prohibiting promotional codes.
- Creating multipacks using Covered Products in a manner that implies below-MAP pricing for the individual Covered Product used in the multipack. Multipacks are defined as the same item sold in a larger quantity as a set, *i.e.*, a 10 pack of Allison knobs is considered an unauthorized multipack.
- Strikeouts or strikethroughs of pricing information, “see price in cart,” or other statements that suggest a lower price for a Covered Product may be found at the “final online checkout stage” (as defined above).
- Permitting any third-party to alter the advertised price for any Covered Product; and
- Direct or indirect attempts to circumvent this Policy.

It is not a violation to advertise:

- In the online sales context, a Covered Product below its MAP at the checkout stages between the product detail page and the “final online checkout stage” so long as the pricing is obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller’s own website. Please note that a promotional code applied at the “final online checkout stage” that results in the display of a Covered Product below its MAP is permissible, so long as the promo code is obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller’s own website.
- Consumer loyalty programs that reward buyers with a rebate, so long as the rebate does not occur during the sale process, such as an instant rebate; and
- That a customer may “call for price,” “text for price,” or “email for price,” as long as no price is listed and no automated call, text message, or “bounce-back” email is used in response.

Please note that pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the seller’s own website.

This Policy Is Not an Agreement and Is Non-Negotiable

This Policy does not constitute an agreement between Amerock and any other entity. Amerock does not solicit and will not accept any assurance of compliance with this Policy from any seller or other party. Each seller must choose independently whether to comply with the terms of this Policy. **This Policy is not negotiable and will not be altered for any individual seller.**

Noncompliance

Amerock will take the following actions against any seller that fails to comply with this Policy:

- First Violation:** Amerock will notify the seller in writing of such failure ("First Notice"). Continued violation for a period of five (5) business days from the date of the First Notice shall constitute a second violation of this Policy.
- Second Violation:** For a seller's second violation within twelve (12) months of the first violation, Amerock will notify the seller in writing of such failure ("Second Notice") and notify Amerock Sales leadership of the same. Continued violation for a period of 24 hours from the date of the Second Notice will result in a review of the viability of partnership between the seller and Amerock.
- Third Violation:** For a seller's third violation within twelve (12) months of the first violation, Amerock will determine the appropriate enforcement measures.

This Policy will be enforced by Amerock in its sole discretion and without notice. Sellers have no right to enforce the Policy.

Although Amerock is not directing any seller 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 seller.

Policy Administration

Amerock may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. Any such modifications will be made available to all authorized sellers. If Amerock changes the MAP on any Covered Product, it will provide at least thirty (30) days' notice to sellers before the changes are effective.

No Amerock employee or agent is authorized to modify, interpret, or grant any exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or 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 submitted in writing and directed to Amerock's MAP Policy Administrator at amerockmapinquiry@amerock.com. Amerock will not accept any other form of communication from sellers regarding the Policy.