

Fairweather Innovations LLC, dba Seaview Minimum Retail Price Policy

Introduction:

Fairweather Innovations LLC, operating under the trade name Seaview, pursues unwavering commitment to customer satisfaction, and thus we have established a Minimum Retail Price Policy (this "Policy"). This policy is designed to preserve the value, reputation, and integrity of Seaview's products.

Criteria for Dealership:

Fairweather Innovations LLC, dba Seaview, will distribute its products exclusively through Authorized Dealers, Distributors, Retailers/Resellers ("Dealer") who meet the following criteria:

Authorized Sales:

Dealers are authorized to sell Seaview products to:

- a. Retailers/resellers pre-approved in writing by Fairweather Innovations LLC.
- b. End-users (the consuming public).

Adherence to MRP:

Dealers must not sell Seaview products to end-users at prices lower than those set forth in Seaview's Minimum Retail Price list ("MRP"), which is subject to change at Fairweather Innovations LLC's discretion.

Brand Image Maintenance:

Dealers must market Seaview's products in a manner that upholds the premium image of the brand.

Prohibited Practices:

Dealers must avoid illegal, deceptive, undesirable, or improper selling practices, including loss leaders, bait and switch, or negative selling tactics.

MRP List and Applicability:

The current MRP list is available upon request. This Policy applies to all sales to end-users, including in-store, catalog, internet, and special promotion sales.

Violations of MRP Policy:

Any discounting of the MRP for a product, including advertising, offering, or providing coupons, rebates, free accessories, or paying the sales tax for the customer, will be considered a violation of this Policy.

The following actions will also be viewed as violations: a. Advertising a net price for a product less than the MRP in connection with any trade-in offer. b. Displaying in any advertisement for a product any specific trade-in price or value for any other product trade-in.

Packages or bundles containing Seaview products must be priced at least at the aggregate of the MRPs of all products contained in such a package or bundle.

Implementation and Enforcement:

Fairweather Innovations LLC will regularly review and enforce compliance with this Policy to ensure the long-term interests of Fairweather Innovations LLC, our dealers, distributors, and customers are protected. Violations may result in sanctions, including termination of dealership agreements.

Policy Exceptions:

Fairweather Innovations LLC, dba Seaview, may grant exceptions to this policy in certain circumstances, including but not limited to:

- Sales to fleet customers, marina operators, government agencies.
- Sales at trade shows and other consumer events such as boat shows.
- Other situations where Fairweather Innovations LLC determines that exceptions will not undermine the goals of this policy.

These exceptions will be determined and communicated to the dealer or dealers in question by Fairweather Innovations LLC on a case-by-case basis and will apply only to the extent described in the communication.

Policy Enforcement:

- This Policy is a unilateral statement of Fairweather Innovations LLC's intentions with respect to the type of dealer through whom Seaview intends to sell products.
- While Dealers remain free to establish their own prices, Fairweather Innovations LLC will, without assuming any liability, cancel all orders and refuse to accept any new orders for a product with a specified MRP immediately following verification that a dealer or their distributor, or any retailer or reseller that has purchased a product from such a dealer or distributor, has advertised, offered, or sold such product at a net retail price less than the MRP.

- Fairweather Innovations LLC will not discuss any conditions of acceptance related to this Policy as it is non-negotiable and will not be altered for any dealer or distributor.
- This policy does not constitute an agreement between Fairweather Innovations LLC and any dealer or distributor regarding compliance or specific pricing.
- Fairweather Innovations LLC will not discuss this Policy with any dealer or distributor. All personnel and sales representatives are instructed not to discuss the content of this Policy with anyone outside of Fairweather Innovations LLC. Complaints or advice regarding this Policy should not be communicated to Fairweather Innovations LLC personnel or sales representatives.
- Dealers or concerned parties may mail information about non-compliance with the MRP Policy to Fairweather Innovations LLC, but should be advised that there will be no acknowledgment, response, or follow-up discussion from Fairweather Innovations LLC personnel or sales representatives regarding such reports.

Wholesale WMAP Policy:

In addition to the MRP policy, Seaview has and will continue to enforce an advertised price policy ("WMA Policy") for all wholesalers of the Seaview brand products. This requires that no Seaview product should be advertised, printed or displayed at prices lower than those set forth in Seaview's Wholesale Minimum Advertised Price list ("WMA"), which is subject to change at Fairweather Innovations LLC's discretion.

To protect the investment of our high-quality dealers and the Seaview brand, we will continue to use this Wholesale Minimum Advertised Price Policy ("WMA Policy"). Seaview established this WMA Policy due to the fact that some reseller advertising that promotes Seaview products primarily on the basis of price could be detrimental to the Seaview brand. Such activities can be harmful to the Seaview brand reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. Seaview believes that these practices are unfair and thus discourages such efforts. Resellers remain free to establish their own resale prices for all Seaview products. However, upon Seaview's verification that a reseller has advertised or displayed Seaview products via advertised, printed or displayed media at a net wholesale sale price below Wholesale Minimum Advertised Price Policy ("WMA Policy"), Seaview, without assuming any liability, reserves the right to cancel all orders and may indefinitely refuse to accept any new orders from said reseller.

From time to time, Seaview may permit all resellers to advertise WMA Products at prices lower than the WMA price. In such events, Seaview reserves the right to modify or suspend the WMA price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

Global Applicability and Policy Modification:

- This Policy is applicable worldwide, unless otherwise prohibited by law.

- Fairweather Innovations LLC reserves the right to modify, suspend, or discontinue this Policy, in whole or in part, at any time, and to specify periods during which the Policy is not applicable.

This expanded policy now includes specific criteria for exceptions, a detailed enforcement protocol, and clarifications on global applicability and the right to modify the policy, drawing from the structure and content of the provided Seaview policy example.

This policy is effective immediately and replaces any previous pricing policies related to Seaview products.