



ALLOY ART MINIMUM ADVERTISED PRICING POLICY

In order to preserve its reputation for providing customers with high-value products, and to further enhance the Alloy Art brand image and its competitiveness in the marketplace, Alloy Art is unilaterally instituting a policy of minimum advertised price standards for its products. This Minimum Advertised Pricing Policy (“MAP Policy”) is effective as of March 15, 2016, and will apply to distributors and retailers, including catalogs and internet retailers (collectively, “Resellers”) who resell Alloy Art products to customers located in the United States and all other countries where this MAP Policy is not prohibited by law.

This MAP Policy shall be subject to the following guidelines:

1. Alloy Art will, from time to time, publish a Schedule of Manufacturer’s Suggested Retail Prices (“MSRP Schedule”) on its internet website, which may be amended or adjusted by Alloy Art at any time in its sole discretion. The MSRP Schedule will identify the effective date, the products, and the Manufacturer’s Suggested Retail Price (“MSRP”) for those products. Each advertisement of a product identified in the MSRP Schedule below the MSRP will be a violation of this MAP Policy.

2. This MAP Policy applies to all advertisements of Alloy Art products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).

3. The inclusion in advertising of free or discounted products (whether made by Alloy Art or another manufacturer) with a product covered by this MAP Policy is prohibited. All packages (i.e., those that include a combination sale of both products covered in the MSRP Schedule and products not covered under this Policy) must be advertised at the cumulative MSRP of all the products included in the package.

4. If pricing is displayed, any strike-through or other alteration of the MSRP that is paired with a discount price below the MSRP is prohibited.

5. This MAP Policy applies only to advertised prices and does not apply to the price at which Alloy Art products are actually sold or offered for sale to an individual consumer within

Resellers' retail locations or over the telephone. Resellers remain free to sell these products at any prices they choose.

6. This MAP Policy does not establish maximum advertised prices. All Resellers may offer Alloy Art products at any price in excess of the MSRP.

7. Internet auctions may not display or have reserved bid or other acceptable prices below the MSRP. Best Offer auctions are not allowed.

8. Pricing listed on an Internet site is considered an "advertised price" and must adhere to this MAP Policy. A "click for price" button on a website that displays a price lower than the applicable MSRP is a violation of this policy. However, once the pricing is associated with the end-customer's intent to purchase, the price becomes the selling price and is not bound by this MAP Policy. Pricing is deemed to be associated with the intent to purchase when the product is placed in the customer's "virtual shopping cart" and the customer has elected to "proceed to checkout." Statements such as "add to basket to see price," "we will match any price," "call for price," or phrases of similar import are acceptable as long as the price advertised or listed for the products is not below the MSRP. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers," do not violate this MAP Policy.

9. The advertisement for sale by any Reseller of any product covered by this MAP Policy on any third-party website identified by Alloy Art as being in violation of this MAP Policy is prohibited as of thirty (30) days after the offending website is identified by Alloy Art. A third-party website is any website not owned and controlled by the Reseller.

10. This MAP Policy will be administered exclusively by, and within the discretion and authority of, authorized officers of Alloy Art. No non-officer employee or sales representative of Alloy Art has any authority to discuss, modify, or grant exceptions to this MAP Policy. Any representation or action by any such employee, sales representative, or person not specifically authorized to discuss, modify, or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. All questions about this MAP Policy should be in writing and directed via U.S. Mail to Alloy Art at its physical address or e-mail set forth at the end of this MAP Policy. No oral communications about this MAP Policy are authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy, and receiving communications regarding sanctions imposed under this MAP Policy. Any Reseller in violation of this MAP Policy or who attempts to violate this MAP Policy, or reasonably determined by Alloy Art to be in violation or attempted violation of this MAP Policy, shall indemnify, defend and hold Alloy Art harmless from any claim, expense, or liability relating to the same and Alloy Art's enforcement of this MAP Policy, including attorneys' fees and costs.

11. From time to time, Alloy Art may choose to offer special promotions on certain products. In such an event, Alloy Art reserves the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. Alloy Art

further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.

12. Failure to abide by this MAP Policy will result in sanctions imposed by Alloy Art. Sanctions will be determined by Alloy Art in its sole discretion and may include indefinite termination of dealership or distributorship, cancellation of all outstanding orders placed by Reseller, and refusal to accept new orders from Reseller. Alloy Art reserves the right to determine all violations of the MAP Policy and shall, in its exclusive discretion, use a price monitoring system to ensure Resellers' compliance with this MAP Policy. Alloy Art does not intend to do business with Resellers who degrade the image of Alloy Art and its products. Alloy Art need not provide prior notice or issue warnings before taking any action under this MAP Policy.

13. Distributors of Alloy Art products will supply a copy of this MAP Policy to any new or existing Reseller for their records.

14. This MAP Policy has been established by Alloy Art to help ensure the legacy of Alloy Art as a top producer of high-quality products and to protect the reputation of its name and products. This MAP Policy is also designed to avoid destructive intra-brand conflict.

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Published: 4-22-2016

Effective: 5-1-2016