ZLINE Kitchen and Bath General Terms and MAP Policy

ZLINE Kitchen and Bath ("ZLINE") is focused on maintaining high margins for our distribution network. In recognition of the investment in time and resources required for our high-quality products to provide the level of service and product knowledge expected from our customers, ZLINE is committed to enforcing policies that allow our resellers to maintain high-profit margins through the sale of our products.

ZLINE has an established Minimum Advertised Price (MAP) Policy that Authorized Resellers must follow for advertising and marketing ZLINE products. Authorized Resellers must agree to the terms and conditions of the following policy.

Authorized Resellers may set the actual resale price of any product at or above the MAP provided in the most recent publicized price list. Current MAP pricing for all ZLINE products can be found here: <u>zline.azurewebsites.net/Public/Inventory</u>.

Under no circumstances shall Authorized Resellers set prices lower than ZLINE's provided MAP. Doing so may be grounds for immediate account deactivation, suspension and/or termination.

ZLINE reserves the right to make changes to its products and modify the MAP Policy and/or change MAP prices at any time without notice. ZLINE will decide at its sole discretion whether changes go into effect immediately or at a determined date.

Advertising Guidelines:

ZLINE's MAP Policy applies to all media and advertising placements for Authorized Resellers, including but not limited to:

- print advertisements (inserts, magazines, newspapers, newsletters, catalogs, mail order catalogs, etc.),
- broadcast advertisements (radio, television, streaming services, podcasts, etc.),
- social media advertisements,
- email advertisements and e-newsletters,
- direct mail advertisements, flyers, and faxes,
- internet placement with third parties (banner advertisements, broadcast emails, destination pages, third-party sites, etc.); and
- internet placements on Authorized Resellers' own website, chat boxes, flyers, posters, banners, etc.

Additional MAP Guidelines:

- Free shipping and/or handling and free financing options do not violate the MAP Policy. However, Authorized Resellers shall not advertise ZLINE products with 0% sales tax, discount codes, rebates, credits, auctions, or any similarly situated price reduction. Offering a free product in addition to the purchase of a ZLINE product is considered a violation of the MAP Policy.
- Authorized Resellers shall offer no more than a 5% discount for first responders and military personnel as a special order or with a unique discount code. The discount shall not be advertised in print, online, or any other format. This is the only exception to offering a discount. If an Authorized Reseller advertises this discount in any way and/or uses a general code, it violates the MAP Policy.
- Authorized Resellers shall not bundle products together without express written authorization from ZLINE. If Authorized Resellers receive authorization to list bundles, a pre-approved list of bundles and MAP pricing will be provided. Bundles shall only be listed on Authorized Resellers' approved retail website; bundles shall not be listed on Amazon or any other third-party e-commerce site.
- Authorized Resellers shall not omit pricing or use language such as "Call for Price" or "Call for Quote" when listing ZLINE products on approved retail sites.
- Authorized Resellers may use the phrase, "Login to See Pricing," for membership-based retail sites. They may also use the phrase, "Add to Cart To See Price," contingent on the price being set to MAP once the price is shown.
- ZLINE accessories shall not be sold on Amazon or any other third-party e-commerce website under any circumstance. Authorized Resellers are not permitted to use pricing tools from Amazon or any other third-party e-commerce companies for any ZLINE product.
- ZLINE products cannot be sold from one Authorized Reseller to another Authorized Reseller unless authorized by ZLINE.
- Violations by Authorized Resellers of any of the above guidelines may be grounds for immediate account deactivation, suspension or termination.

MAP Promotions:

Authorized Resellers may participate in ZLINE-approved promotional periods. During these scheduled periods only, Authorized Resellers may temporarily reduce advertised prices to levels equal to or greater than those specified on the promotional price list.

Kitchen bundle MAPs will not be affected if one or more products within the bundle are discounted during a promotional period. The list price for bundles shall never fall below the provided MAP pricing unless ZLINE provides a promotion on the bundles.

ZLINE will announce promotional periods at its sole discretion. Authorized Resellers shall not exceed the promotional price and must immediately return to standard MAP prices once promotional periods end. ZLINE will not honor any price match request for products that are listed below the everyday MAP once the promotional period ends.

Unauthorized Third Parties:

ZLINE will immediately cease doing business with any Authorized Resellers and direct marketing companies that purchase ZLINE products from any source other than an authorized ZLINE source or sells/resells ZLINE products to unauthorized resellers.

Authorized Resellers shall not sell ZLINE products on eBay, Craigslist, Facebook Marketplace, Discount Bandit, or any other similar sites that ZLINE determines, at its sole discretion, to be unauthorized.

MAP Policy Enforcement:

ZLINE uses an internal MAP monitoring software to efficiently enforce MAP across all Authorized Reseller partners. This information is not shared externally and is solely used for internal tracking and monitoring purposes.

If ZLINE determines a MAP violation has occurred for any of the reasons outlined above, regardless of product or SKU, a company representative will provide formal notice that the price must be raised to MAP.

If the price is not corrected, the advertisement in violation shall be removed within 24 hours. Failure to comply will result in the offending account being deactivated for a period of 7 days, during which ZLINE will conduct an audit to determine if the account will be reactivated.

If a second violation is committed within a 30-day period of the first offense — for any of the reasons outlined above, regardless of product or SKU — ZLINE will immediately deactivate the account for 30 days and determine if the account will be reactivated.

ZLINE reserves the right to permanently deactivate any account, even after a first violation, if deemed necessary. Failure to comply with this MAP Policy may result in the immediate termination of Authorized Reseller status, as well as your ability to purchase all ZLINE products — both direct and through distribution.