



KINGSTON BRASS, INC. MAP POLICY

To: All Kingston Brass, Inc. Dealers, Showrooms, Wholesalers, Distributors, Kitchen and Bath Dealers, and Online Retailers.

Re: **Kingston Brass Minimum Advertised Price Policy**

Effective Date: June 8, 2010

Kingston Brass, Inc. Company (**Kingston Brass**) has adopted the following Minimum Advertised Price (MAP) Policy for Kingston Brass product offerings. This MAP Policy applies to all Kingston Brass Dealers, Showrooms, Retailers, Wholesalers, Showrooms, Distributors, Kitchen and Bath Dealers, and Authorized Online Retailers (each, a **Kingston Brass Reseller**), is effective June 8, 2019, and replaces and supersedes any prior MAP policies for Kingston Brass products.

Kingston Brass relies upon its network of Online Retailers to market and sell its products. In 2010 Kingston Brass instituted a MAP pricing policy to support brand value, retailer confidence and profitability as well as consumer service and satisfaction.

In keeping with the strategy outlined above, Kingston Brass, Inc. Company has adopted the following Policy:

1. Kingston Brass Resellers shall not advertise Kingston Brass Products in any medium (including, without limitation, print, radio, television, retailer or other websites, auction sites, shopping engines, online marketplaces, internet resale sites and electronic media) at a consumer advertised price lower than the Minimum Advertised Price established by Kingston Brass, Inc..
2. For purposes of this Policy, the consumer advertised price is the net price that results from the application of any advertised coupons, giveaways, rebates or other consideration provided in connection with the advertised price.
3. Online Retailers must display an advertised price for all Kingston Brass Products on the product detail page. For clarification, verbiage such as "Click for price" does not satisfy the requirement for displaying an advertised price.
4. Online Retailers may not modify product names, descriptions or SKU numbers on product listing pages and marketing materials, such as by omitting or modifying hyphens or other punctuation, or take any other actions in an attempt to obscure or conceal violations of this Policy.
5. Kingston Brass, Inc. Company has established a Minimum Advertised Price for all Products as follows:
 - No more than 35% below Kingston Brass, Inc.'s then-current list price for all Kingston Brass Products
6. Kingston Brass, Inc. Company reserves the right, in its sole discretion, to change the Minimum Advertised Price generally or with respect to certain products and, if it does so, it will provide notice of such change at least 30 days in advance. This Policy shall not apply to products that are designated as obsolete or discontinued by Kingston Brass, Inc. in its sole discretion.
7. Kingston Brass, Inc. Resellers are free to establish their own actual sale prices for Kingston Brass Products and their own advertising policies.

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8. If any Kingston Brass fails to comply with this Policy, the consequences set forth on **Exhibit 1** shall apply.
9. If a Kingston Brass, Inc. Reseller believes a violation letter was sent in error, then within five business days from receiving such notice, it may submit evidence to Kingston Brass for consideration. If Kingston Brass, Inc. company, in its sole judgment, finds such evidence to be persuasive, it may rescind the finding of a violation.
10. Notwithstanding the provisions of **Exhibit 1**, (a) after a first violation, a failure to comply with this Policy will not be treated as a violation unless it occurs (or continues) more than two days after a previous violation, and (b) any violation of this Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
11. Kingston Brass, Inc. Company reserves the right, in its sole discretion and without being required to exhaust the consequences on **Exhibit 1**, to stop selling Kingston Brass Products to any Kingston Brass Reseller that Kingston Brass deems to be a chronic violator or that otherwise demonstrates its unwillingness or inability to comply with this Policy.
12. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be approved in advance by Kingston Brass, in its sole discretion.

Kingston Brass, Inc. Company has adopted this Policy unilaterally in furtherance of its independent business strategy for its Kingston Brass brand. Each Kingston Brass Reseller is free to decide independently whether to follow this Policy.

No Kingston Brass employee or representative is authorized to modify or change this Policy for any particular Kingston Brass Reseller. Kingston Brass, Inc. Company alone will implement, interpret and enforce this Policy in its sole discretion and independent judgment. Kingston Brass does not expect, and will not accept, any assistance from or agreement with its customers about this Policy or its implementation, interpretation or enforcement.

Please make sure that all appropriate people in your organization receive a copy of this Policy. Kingston Brass, Inc. company reserves the right to amend or discontinue this Policy at any time, and we will notify you of any such amendment or discontinuation. This Policy is in addition to and separate from all other Kingston Brass, Inc. Company policies.

Thank you for your continued support of Kingston Brass products.

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Exhibit 1

Consequences for violations by any Kingston Brass Reseller

If any Kingston Brass Reseller fails to comply with this Policy, the following consequences shall apply.

- (a) First Violation: Kingston Brass, Inc. will reduce Reseller's account discount multiplier by 10% at the discretion of the account manager. Written Warning (may be via email).
- (b) Second Violation: Kingston Brass, Inc. will suspend the customer's purchasing status for a period of thirty (30) days.
- (c) Third Violation: Kingston Brass, Inc. will suspend the customer's purchasing status indefinitely.