

OMI INDUSTRIES UNILATERAL MINIMUM ADVERTISED PRICE (UMAP) POLICY

(Including Internet Offers)

OMI Industries has implemented this UMAP Policy in order to protect consumers, prevent abuses, provide proper support and warranty coverage on its Products, provide a level playing field for its network of Dealers, and to maintain its reputation and brand image. Please read the policy and attached schedules carefully.

The list of Products to which this policy pertains, and the minimum advertised prices that belong to each, are published online in the Product List and UMAP Schedule at <https://www.freshwaveworks.com/umap>. OMI Industries reserves the right to add to or adjust its Product List and UMAP Schedule at any time and solely at its discretion.

You may contact OMI Industries' eCommerce Department with any questions regarding the Product List and UMAP Schedule, this UMAP policy, or the status of your policy compliance or any enforcement against you. Email ecommerce@omi-industries.com or write to

*OMI Industries
Attn: eCommerce Department
220 N Smith St Ste 315
Palatine, IL 60067*

(OMI Industries' sales and support representatives are not authorized or permitted to discuss, or answer questions about, the state of UMAP compliance of any Dealer, or policy enforcement actions taken against any Dealer.)

OMI Industries' eCommerce Department will evaluate and address any submitted reports of violations but will not respond to any questions or comments from one Dealer about the activities or advertising of any other Dealer as they involve compliance with this policy. Additionally, no Dealer has any right to rely on an understanding of this policy obtained from an oral discussion. All interpretations of this policy will be based on the UMAP Policy itself and any written clarification or guidance issued by OMI Industries' eCommerce Department.

This policy will be enforced as set forth below in Schedule B.

Each Dealer must appoint a person who will be the main contact for OMI Industries regarding the UMAP Policy. Your contact person should make sure that everyone involved with creating and implementing advertising or pricing at your store(s) for any OMI Industries Product is fully aware of this policy.

Compliance with OMI Industries' policies is the responsibility of each individual Dealer of OMI Industries' Products.

Scope:

- Compliance with this policy is nonnegotiable and that participation is mandatory for every Dealer. The consequences for failure to comply can include loss of accumulated benefits, rewards, credits, rebates or the like, and loss of the Dealer's ability to purchase OMI Industries Products at prices not available to the public.

- This policy applies to any advertising for any OMI Industries' Product (*defined below*), in either brick-and-mortar locations or online sites, pages, venues, and marketplaces. It applies to such online sites, pages, venues, and marketplaces irrespective of whether these are administered directly by the Dealer or by a third party.

Definitions:

- As used herein, a **"Dealer"** is any person, business, or other entity offering for sale any OMI Industries Product.
- As used herein, a **"Product"** is defined as any item manufactured or marketed by OMI Industries that is intended for sale. All Products are subject to this UMAP Policy, and all Products—and the minimum advertised prices that pertain to each—are listed in the Product List and UMAP Schedule furnished by OMI Industries at <https://www.freshwaveworks.com/umap>.
- As used herein, **"Price"** means net price for a consumer to receive ownership of the goods, i.e. the amount actually paid before any applicable taxes, adjusted for any discounts, rebates, coupons, credits, premiums, freemiums, loyalty rewards, combinations, shipping costs, or the like.
- As used herein, **"Advertising"** means any act of communication intended to induce people to buy or use a Product, and includes but is not limited to communication in print or via any electronic means. Such communication includes all internet communications, including but not limited to communication on Amazon (*and other online open marketplaces, stores, or shops*), on eBay (*and other auction sites*), in search-related ads or links (*e.g. on Google, Yahoo, Bing*), in graphic or textual ads (*banners, links, etc.*), on social media (*including Facebook, Pinterest, Snap Chat, Instagram, LinkedIn or other sites*), on television, radio, or via telephone (*including SMS or related text messages*), and in any communications in physical media of any kind (*e.g. billboards, newspapers, magazines, newsletters, flyers, print ads, window banners, coupons, direct mail, or posters*). An **"Advertisement"** means any communication in any form that includes Advertising as defined herein.

Participants:

- This UMAP Policy applies to all Dealers of Products, whether they obtain the Products directly from OMI Industries, through a distributor, or through any other means.

Enforcement:

- IF ANY DEALER FAILS TO COMPLY WITH THIS POLICY, OMI INDUSTRIES RESERVES THE RIGHT TO TERMINATE THAT DEALER FROM ANY DEALER PROGRAM, DEALER PRICING, AND/OR TO REVOKE ANY, AND ALL, PAST, CURRENT, OR FUTURE DEALER REWARDS, DISCOUNTS, REBATES, PROMOTIONAL ALLOWANCES, OR THE LIKE OFFERED BY OMI INDUSTRIES TO ITS DEALERS, PLUS RESTRICT FUTURE PRODUCT SHIPMENTS AND THE ABILITY TO SELL OMI INDUSTRIES PRODUCTS.
- DEALER UNDERSTANDS AND AGREES TO COOPERATE AND COMPLY WITH OMI INDUSTRIES ENFORCEMENT POLICY. SEE THE ATTACHED SCHEDULE B FOR DETAILS OF THE POLICY.

Effective Date:

- This UMAP Policy is effective June 24, 2019.

Miscellaneous:

- OMI Industries reserves the right to change, amend, or discontinue this policy at any time.
- OMI Industries reserves the right to modify the rules, conditions, benefits, or awards pertaining to this policy and any promotional, or discount program at its sole discretion without notice.
- OMI Industries and its affiliates are not responsible for requests or correspondence relating to any promotional, or discount program statements, which are lost or delayed in the mail or otherwise in transit.
- OMI Industries reserves the right to refuse an applicant's participation in any promotional, rebate, or discount program for any reason and at any time.
- OMI Industries reserves the right to terminate participant's participation in any promotional, rebate, or discount program, with or without cause, at any time, upon giving five (5) days' notice to the participant.

OMI Industries UMAP Policy does NOT apply to the following:

- In-store advertising including but not limited to in-store displays, banners or price markings for OMI Industries Products;
- Signage on the interior or the exterior of the Dealer's store (*including the retail facility and surrounding parking lot*);
- Advertising on the site of a local event or local trade show; or
- Personal communications to an individual customer in connection with that customer's inquiries, specific expressions of interest, or business with the dealership including e-mail, text messages, letters, and quotes from the Dealer to that customer.

UMAP Rules

- **Rule 1:** Advertisements for Products **MUST** state the final Price of the Product offered before taxes and/or additional fees.
- **Rule 2:** The Price is determined net of all discounts and rebates (*see the definition of "Price" above*) and **MUST NOT** be below the UMAP price.
- **Rule 3:** Advertising of any Product must NOT be at a Price below the MINIMUM price (UMAP) established for that Product.

A: Discounts: The value of any discount, rebate, credit, free item, loyalty reward or the like must be calculated at retail value in determining final price of a Product.

B: Percentage Off: Advertisements that state a percentage off that will net the Product below UMAP are **NOT** allowed.

C: Rebates: Advertising of rebates MUST include the final price of the Product after the rebate, AND the rebate combined with any other form of discount or credit must not net the Price below the UMAP.

D: Shipping: Advertising "Free Shipping" or providing a credit for shipping is **NOT** a violation of UMAP Policy **UNLESS** there is a dollar value mentioned that nets a Product below the UMAP.

E: Bundling: Where a Product is bundled with or sold as part of a package that includes another Product, it shall be a violation of this UMAP policy to sell or advertise the bundle or package at a price that is lower

than the combined UMAP of the bundled Products. NOTE: All product bundles, when these are not already expressly identified as Products, must be pre-approved by OMI Industries. It shall be a violation of this UMAP policy if Products are bundled with or sold as part of a package that includes items not expressly approved for such a bundle by OMI Industries. Any promotions involving such bundles also need to be approved by OMI Industries.

- Schedule B provides OMI Industries' enforcement policy.

OMI Industries' Proprietary Rights

- **No Association with OMI Industries Products:** Except as otherwise authorized, Advertisements **MUST NOT** state, suggest, or lead a consumer to conclude that the sale is from OMI Industries, or imply any false association with or endorsement from OMI Industries.
- **No Infringement:** Print ads, online ads, and auction listings may not use any copyrighted materials including photographs, or trademarks of OMI Industries except as authorized for Dealer use.

Schedule A

Examples of Advertising and Analysis Under the UMAP Policy

(not intended to be comprehensive)

Rule 1 states: “Advertisements for listed products MUST state the final price of the listed product offered before taxes and/or additional fees.”

The following violate Rule 1:

- Advertisements that claim, “*The Lowest Prices*” “*Too Low to Publish*” “*Call for Pricing*” “*Email/Click for Pricing*” “*Special In-Cart Pricing*” and the like for any listed product are ALL violations because they do not state the Price of the listed product offered.
- Advertisements stating or suggesting that a Dealer will “*beat any competitor’s advertised price*’ on a listed product is a violation because it does not state the Price of the product.

Rule 2 states: “*The final price is determined net of all discounts and rebates (see the definition of “price”) and MUST NOT be below the UMAP price.*”

The following violate Rule 2:

- Advertisements that use “*preferred*” customer, “*loyalty*’ programs, dealer or store “*rewards*”, club or member discounts or credits, or other discount language, cards or programs that net a listed product below the UMAP are violations because the determinative factor is the net price, i.e. the Price after any discount, credit, or rebate in any form is applied.
- Advertisements that offer a free product, giveaway, product credit, or discount the retail value of which would make the net price for a listed product below the UMAP or lead a consumer to believe that the net price is below the UMAP are violations.
- Stating a percentage off a product or a grouping or bundling of products is permissible provided that no price of a listed product is mentioned. Stating a percentage off that will net the product below UMAP **IS** a violation. **NOTE:** As stated above, it shall be a violation of this UMAP policy if Products are bundled with or sold as part of a package that includes items not expressly approved for such a bundle by OMI Industries. Any promotions involving such bundles also need to be approved by OMI Industries.

Schedule B

OMI Industries UMAP Enforcement Policy

The following enforcement procedures apply to this UMAP Policy.

Upon discovery by OMI Industries, violations of this policy will be handled as follows:

1. OMI Industries will make a reasonable inquiry to verify an alleged violation for any Advertisement or Product listing before taking any enforcement action.
2. OMI Industries will send a notice of violation to the Dealer whom it believes is violating the policy. The violation will be reasonably specified. OMI Industries will direct Dealer to immediately *correct/remove/withdraw/cease* the relevant Advertisement(s) or Product listing(s).
3. Dealer **MUST** acknowledge the notice, specify the corrective actions taken, and reaffirm their intention to comply with this policy. Dealer may also contact OMI Industries' eCommerce Department (ecommerce@omi-industries.com) for resolution or clarification if they believe the Advertisement(s) or Product listing(s) in question was **NOT** in violation of this policy. OMI Industries' eCommerce Department will make the final determination of whether any violation(s) of this policy occurred.
4. OMI Industries will seek to have the relevant Advertisement or Product listing removed if the Dealer refuses to do so. Generally, a first violation will result in a warning. A second violation (or second notice of unremedied earlier violation) will result in a loss of all accumulated benefits, discounts, rewards, bonuses, credits, incentives, or the like, under any OMI Industries Dealer program, including those based on volume, early buys, or prior purchases, as well as a **90-day suspension from the ability to purchase Fresh Wave products**, either from OMI Industries directly or through an authorized distributor. A third violation (or third notice of unremedied earlier violation) **will result in termination of OMI Industries' business relationship with the Dealer**. Egregious or intentional violations (*including first violations*), or failure to acknowledge a written enforcement notice or to take corrective action **MAY** result in immediate loss of incentives and/or termination.
5. Dealer will have no recourse against OMI Industries with respect to any loss or damages allegedly incurred as a result of such termination of Dealer's rights resulting from violation of this policy.