

Bernards Inc. Minimum Advertising Policy

Effective July 31, 2023 Bernards Inc. is implementing a minimum advertising policy (MAP) for the following items:

Part Number	Description	MAP
100-105EZB	Twin EZY Out Adjustable Bed Base	\$1,299.00
3955	Twin EZY Out Mattress	\$499.00
100-106EZB	Twin XL EZY Out Adjustable Bed Base	\$1,349.00
3956	Twin XL EZY Out Mattress	\$549.00
100-105EZB-M	Complete Twin EZY Out Bed	\$1,798.00
100-106EZB-M	Complete Twin XLEZY Out Bed	\$1,898.00

As used in this MAP policy, “reseller” means any reseller, distributor, sales representative or dealer.

Bernards Inc has spent years building a brand of strong recognition and high perceived value. By not adhering to the established MAP policy, a reseller can dramatically diminish or detract from the perceived value of Bernards INC and **EZ Out** branded products. The global impact of the internet can cause great harm to any company's products if they are advertised at prices that will eliminate legitimate retail competition. This MAP policy is intended to allow consumers to purchase from resellers based on loyalty and customer experience. In the interest of protecting both resellers and consumers, it is necessary to abide by the following requirements.

1. The Minimum Advertised Price is established by Bernards Inc. and may be adjusted by Bernards Inc. at such time and in such amounts as it may determine at its sole discretion.
2. You shall not list Bernards Inc **EZ Out** products on any third-party website, such as Amazon, eBay, Overstock, etc. or any others, without prior written consent. Selling Bernards Inc. **EZ Out** products on your own website associated directly with your store(s) is permissible so long as this MAP policy is adhered to.
3. This MAP policy applies to all advertisements of Bernards Inc. **EZ Out** products in any and all media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or other 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 customers.
4. The inclusion in advertising of free or discounted products, with a product covered by this MAP policy, would be contrary to the MAP policy if it has the effect of discounting the advertised price of the covered product below the Minimum Advertised Price.
5. If pricing is displayed anywhere other than a brick-and-mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
6. This MAP policy does not establish maximum advertised prices. All resellers may offer Bernards Inc. **EZ Out** products at any price in excess of the Minimum Advertised Price.



7. The MAP policy does not, in any way, limit the ability of any reseller to advertise that "they have the lowest prices" or, they "will meet or beat any competitors' price," that consumers should "call for a price" or phrases of similar meaning as long as the price advertised or listed for the product is not less than the Minimum Advertised Price.

8. Bernards Inc. maintains the right to run a temporary sale at its discretion, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular items for that particular time period.

9. If a reseller with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Bernards Inc. will consider this to be a violation of this MAP policy by the reseller.

10. Bernards Inc. reserves the right to cancel any pending orders, restrict future orders, or suspend a reseller's account if Chef Works reasonably believes:

(i) a reseller has violated the provisions of the MAP policy; or

(ii) a reseller intends to violate the MAP policy.

11. Bernards Inc. MAP Policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as for determining appropriate consequences and sanctions.

12. Bernards Inc. monitors the advertised prices of resellers, either directly or via the use of third-party agencies or tools. Resellers are expected to provide reasonable cooperation in any Bernards Inc investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Bernards Inc. MAP policy investigation is a violation of the MAP policy.

13. The MAP policy will be enforced by Bernards Inc. in its sole discretion and without notice. Resellers have no right to enforce the MAP policy. Violations of the MAP policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.

14. All questions related to the MAP policy should be directed to: ed.stinehour@bernardsinc.com.

The MAP policy has been established by Bernards Inc. to help preserve and protect the reputation of Bernards Inc. **EZY Out** branded products. The MAP policy is also designed to ensure resellers have the incentive to invest resources in the Bernards Inc EZY Out product line.

The MAP policy does not in any way regulate or influence the actual selling price of Bernards Inc. **EZ Out** branded products.

