

Stone Harbor Hardware, LLC Minimum Advertised Price (MAP) Policy

Effective Date: June 1, 2021

Stone Harbor Hardware, LLC ("Stone Harbor") has unilaterally adopted a Minimum Advertised Price Policy ("MAP Policy") for its entire product line, which shall apply to all distributors, wholesalers, retailers, including catalog and internet retailers, (collectively "Resellers"). Stone Harbor has adopted this MAP Policy to preserve its strong reputation for providing customers with high-quality products and excellent product support.

The MAP Policy applies to all products manufactured by or sold under the Stone Harbor brand. This MAP Policy is not negotiable and will not be altered for any individual Reseller. The MAP pricing is established by Stone Harbor and may be adjusted at the sole discretion of Stone Harbor.

The advertised price for Stone Harbor products must promote a price not less than **the Retail List Price** as published by Stone Harbor.

Guidelines:

- 1. All Resellers are permitted to advertise and sell Stone Harbor products at any price they deem appropriate, but it is a violation of the MAP Policy for a Reseller to advertise any Stone Harbor product at a price lower than the MAP. Such advertisements include but are not limited to:
 - a. Strikeouts or strikethroughs of pricing information, "see price in cart," or other statements that suggest a lower price for a Stone Harbor product may be found at the final online checkout stage.
 - b. Bundling Stone Harbor products with other products or services (whether manufactured or provided by Stone Harbor or another entity) in a manner that implies below-MAP pricing for the bundled product.
 - c. Offering coupons, discounts, reseller rebates, credits, or other inducements that, when applied, result in a net advertised price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied.
- 2. Direct or indirect attempts to circumvent this MAP Policy also violate the MAP Policy. It is not a violation to advertise that a customer may "call for price," "text for price," or "email for price" as long as no price is listed and no automated call, text message, or "bounce-back" email is used in response.
- 3. Occasionally, Stone Harbor may announce promotions for a product because, for instance, a new product is being introduced. In this event, Stone Harbor reserves the right to modify or suspend the MAP Policy with respect to the product by notifying all Resellers of the change.
- 4. At times, Stone Harbor may recategorize certain products as "closeout" items. Items listed in the "closeout" product category may be listed at a price lower than MAP. Items listed as "closeout" are subject to change without notice. Resellers may request a list of closeout items from Stone Harbor at any time.

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Enforcement:

Stone Harbor will take the following actions against any Reseller that fails to comply with the MAP Policy.

- 1. First Offense: Should a Reseller violate the MAP Policy, Stone Harbor will immediately notify the Reseller of the violation in writing and give the Reseller 30 days to correct the policy violation.
- 2. Second Offense: Should a Reseller commit a second violation or fail to cure prior violations, Stone Harbor will cease supplying products to the Reseller for period of thirty (30) days.
- 3. Third Offense: Should a Reseller commit a third violation or fail to cure prior violations, Stone Harbor will cease any and all business with the Reseller. Any previous authorizations and agreements, verbal or written, to resell Stone Harbor products will be considered null and void after appropriate notice is given.

Resellers who provide Stone Harbor products to persons or entities who resell the products are responsible for ensuring that those persons and entities' advertising complies with the MAP Policy. A violation of the MAP Policy by any such third party will constitute a violation by the Reseller.

Terms and Conditions:

- 1. The MAP Policy applies to all advertisements of the products in any and all media, including, but not limited to, newspapers, catalogs, mail order catalogs, magazines, flyers, inserts, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks / comparison shopping engines, Resellers-initiated text messages or emails to customers or prospective customers, mobile / smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.
- 2. The MAP Policy is not applicable to any in-store advertising that is displayed only in the store and is not distributed to any customer. In-store displays, point-of-sale signs, hangtags, bar codes, or similar parks on products of product packaging, which merely state the price are not considered advertising for the purposes of this MAP Policy. The final online checkout page of any Reseller's website or related internet site is not considered advertising. (The "final online checkout page" is typically the page at which the end user finally purchases the product and is the page that contains the customer's name, shipping address, email address, and payment information.) Pricing information in the "shopping cart" or "checkout" stages must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search page results within the Reseller's own website.
- 3. The MAP Policy does not in any way limit the ability of any Reseller to advertise that they "have the lowest prices;" that they "will meet or beat any competitor's price;" or that consumers should "call for a price;" or phrases of similar import as long as the price advertised or listed for the product is not less than MAP.
- 4. No Stone Harbor employee, vendor, supplier, or sales representative is authorized to, nor shall they, modify, interpret, or grant exceptions to this MAP Policy.

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5. Stone Harbor reserves the right to unilaterally modify, change, suspend, terminate, reinstate, or update the MAP Policy at any time. Stone Harbor will make any such modifications available to all Resellers.

6. Questions about the MAP Policy must be submitted in writing to support@shop.stoneharborhardware.com.

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