

## Minimum Advertised Price “MAP” Policy

**HOSPECO Brands Group** manufacture and market a quality line of products and solutions which need field level support provided by a select group of distribution partners. In order to maintain the integrity of these distributor partnerships, **HOSPECO Brands Group** has implemented a new Minimum Advertised Price Policy (MAP) as of May 1, 2022. Our “MAP” policy is designed to give a minimum pricing guideline to our customers who advertise and sell products through e-commerce, catalogs, or mass mailings. Accordingly, all sales of **HOSPECO Brands Group** products to said customers are subject to this policy.

**The advertised discount shall not be more than 30% off the HOSPECO Brands Group current published MSRP list price which is subject to change. Please consult your HOSPECO Brands Group Representative for current Published List Price.**

1. **Authorized Online Retailers:** A **HOSPECO Brands Group** authorized online retailer (“Retailer”) includes any person or entity obtaining products for resale via the internet through established distributor, wholesaler, and broker channels.
  - I. Retailers:
    - A. May only sell **HOSPECO Brands Group** products in North America unless expressly approved by **HOSPECO Brands Group** in writing to distribute products in any other areas outside of North America. Please note certain of our products are not authorized for sale in Canada.
    - B. May NOT sell products on any Internet auction sites (ex. eBay) and
    - C. Agree to follow this policy when advertising **HOSPECO Brands Group** products for sale to end customers.
2. **MAP Online Policy:** Online retailers may freely publish their own resale prices and sell **HOSPECO Brands Group** products at any price at their discretion; however, products may not be advertised expressly or by implication, at a price less than the MAP published by **HOSPECO Brands Group** unless expressly stated otherwise below. MAP applies to advertising of all **HOSPECO Brands Group** products in all media, including by not limited to:
  - Print ads (inserts, magazines, newspapers, etc.)
  - Catalogs and other direct mailings, outdoor (billboards, banners, etc.)
  - Broadcast (radio, TV, instant messaging)
  - Internet or similar electronic media (websites, banner ads, broadcast emails, mobile phone / text messaging, etc.)

Any price information related to **HOSPECO Brands Group** products on any internet website, which can be accessed directly through any search engine, hypertext link or any other method, is considered advertising for this policy. MAP applies to all websites and other internet reference sites, either expressed or implied, except for references contained solely on invoices or final website checkout shopping cart displays showing purchases by end consumers at the end of the purchase process online.

This policy does not in any way limit any retailer from advertising a general statement indicating they have the “lowest price,” “will beat any competitor’s price,” or that end users/consumers should “call for pricing” or any similar type statements as long as it is not implied pricing is less the MAP. Violations would include offers where statements like “free” or “priced too low to advertise,” “instant rebates,” quantity discounts and or use of promotional codes or coupons resulting in a final price less than MAP at checkout.

3. **MAP Enforcement: HOSPECO Brands Group** may at any time, without assuming liability, cancel all orders, indefinitely refuse to accept any new orders, advise any distributor to refuse any order from any Retailer and/or terminate any relationship with any Retailer immediately following verification that such Retailer has advertised or offered any **HOSPECO Brands Group** product at less than the MAP pricing. In determining the price at which **HOSPECO Brands Group** products are or were advertised, the value of any “free” or “discounted” product, free shipping, other items provided with the purchase, coupons or rebates may be considered.
  
4. **Unilateral Policy:** This policy is not an agreement or an offer to form an agreement with any online retailer or e-commerce sight, it simply describes the conditions under which **HOSPECO Brands Group** may, in its sole discretion, choose to supply or sell **HOSPECO Brands Group** products to Retailers. Each Retailer is free to independently decide whether to follow this policy. Any questions regarding this policy should be direct to Kurt Peterson, VP of Sales at [kpeterson@hospeco.com](mailto:kpeterson@hospeco.com) or 800-443-4321.
  
5. **MAP Chart** – May 1, 2022. HOSPECO reserves the right to change and modify MAP and the MAP of any individual item at any item in its sole discretion to be effective immediately upon publication on Hospeco’s website ([www.hospecobrands.com](http://www.hospecobrands.com)) or through delivery of written notification to Retailers.

#### **Company Representation**

**The undersigned, for and on behalf of the company listed, hereby represents and warrants that he/she (I) has received HOSPECO Brands Group’s MAP Policy and understands all compliance requirements to continue to be provided with the opportunity to distribute / resell HOSPECO Brands Group products, understands the consequences of non-compliance, which includes termination of the opportunity to distribute / resell HOSPECO Brands Group products and the company listed intends to comply with the MAP Policy.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

**Please sign and return to: HOSPECO Brands Group, Attn: MAP Policy, 26301 Curtiss-Wright Pkwy, Suite 200, Cleveland, OH 44143 or email [mappolicy@hospecobrands.com](mailto:mappolicy@hospecobrands.com)**