

FLUIDMASTER, INC. MAP POLICY

Effective September 30, 2021

To: All Fluidmaster Retailers, Wholesalers, Distributors, and Online Retailers

Re: **Fluidmaster Brand Minimum Advertised Price Policy**

Fluidmaster, Inc. (Fluidmaster) has adopted the following Minimum Advertised Price Policy (MAP Policy) for select Fluidmaster product offerings (Fluidmaster MAP Products, as defined below). This MAP Policy applies to all Fluidmaster Retailers, Wholesalers, Distributors, and Online Retailers in the United States of America (each, a Fluidmaster Reseller). It replaces and supersedes any prior MAP policy or policies for Fluidmaster products.

Fluidmaster is committed to its customers and end-users of its products. Consistent with that commitment, Fluidmaster has designed products to meet the discerning demands of the consumer. Fluidmaster believes that certain advertising practices are inconsistent with its competitive strategy for these products, and for the Fluidmaster brand image as a leader in the plumbing industry. These practices also may undermine the commitment of Fluidmaster and the Fluidmaster Resellers to provide an appropriate level of service, merchandising, advertising, and promotion in the support of Fluidmaster's strategy for Fluidmaster MAP Products and the Fluidmaster brand image.

In an effort to ensure the long-term viability of the Fluidmaster brand, and to ensure Fluidmaster Resellers provide essential services that benefit the Fluidmaster brand, Fluidmaster has adopted the following MAP Policy.

1. Fluidmaster is solely responsible for establishing the minimum advertised price (MAP) for each Fluidmaster MAP Product and communicating the MAP to all Fluidmaster Resellers.
2. While Fluidmaster Resellers are free to sell Fluidmaster MAP Products at any price they deem appropriate, it is a violation of this MAP Policy to advertise Fluidmaster MAP 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 MAP established by Fluidmaster from time to time for the particular product.
3. Offering coupons, discounts, rebates, or other inducements resulting in an advertised price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to MAP Covered Products, is a violation of this MAP Policy.
4. It will be considered a violation of this MAP Policy to fail to display an advertised price for each Fluidmaster MAP Product in any advertisement, including on the product detail page.

5. Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this MAP Policy. The “final online checkout stage” is the stage when the MAP Covered Product is put into a shopping cart 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 Fluidmaster Reseller’s own website.
6. Fluidmaster Resellers 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. These actions, or any other actions taken in an attempt to directly or indirectly circumvent this Policy, also violate this Policy.
7. 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 automated call, text message, or “bounce-back” email is used in response.
8. Fluidmaster reserves the right, in its sole discretion, to change the MAP generally or with respect to certain products and, if it does so, it will provide notice of such change at least thirty (30) days in advance. At Fluidmaster’s sole discretion, this Policy may not apply to products that are designated as obsolete, discontinued, or used.
9. Fluidmaster Resellers are free to establish their own shipping charges, actual sale prices, and advertising policies for Fluidmaster MAP Products.
10. Failure to comply with this MAP Policy shall result in the consequences set forth in Exhibit A.
11. Notwithstanding the provisions of Exhibit A, (a) after a first violation, a failure to comply with this MAP Policy will not be treated as a violation unless it occurs (or continues) more than two (2) days after a previous violation, and (b) any violation of this MAP Policy that occurs more than twelve (12) months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
12. Fluidmaster reserves the right to stop selling Fluidmaster Products to any Fluidmaster Reseller that Fluidmaster deems to be a chronic violator or that otherwise demonstrates its unwillingness or inability to comply with this MAP Policy.
13. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be authorized by Fluidmaster, in advance and in its sole discretion. Any Fluidmaster Reseller that advertises a Fluidmaster MAP Product in accordance with the terms of the authorized promotion or holiday will not be deemed to have violated the MAP Policy.

This MAP Policy does not constitute an agreement between Fluidmaster and any other entity. Fluidmaster has adopted this Policy unilaterally in furtherance of its independent business strategy for its Fluidmaster brand. Each Fluidmaster Reseller is free to decide independently whether to follow this MAP Policy.

This MAP Policy is not negotiable. No Fluidmaster employee or representative is authorized to, nor will Fluidmaster, modify, interpret, grant exceptions to, or change this MAP Policy for any particular Fluidmaster Reseller. Fluidmaster alone will implement, interpret, and enforce this MAP Policy in its sole discretion and independent judgment.

Fluidmaster does not solicit or expect, nor will Fluidmaster accept, any assistance from or agreement with its customers about compliance with this MAP Policy or its implementation, interpretation, or enforcement. Any questions about this MAP Policy should be submitted in writing to Fluidmaster's MAP Policy Administrator at MAP-Policy@fluidmaster.com. Fluidmaster will accept no other form of communication from Fluidmaster Resellers regarding the MAP Policy.

Please make sure that all appropriate people in your organization receive a copy of this MAP Policy. Fluidmaster reserves the right to amend, modify, or discontinue this MAP Policy at any time, and will notify all Fluidmaster Resellers of any such amendment, modification, or discontinuation. This MAP Policy is in addition to and separate from all other Fluidmaster policies.

Thank you for your continued support of Fluidmaster products.

Fluidmaster, Inc.

EXHIBIT A

Consequences for Violations by Any Fluidmaster Reseller

If any Fluidmaster Reseller fails to comply with this MAP Policy, the following consequences shall apply:

Violation	Consequence
First Violation	Written Warning
Second Violation	Written Warning
Third Violation	Written Warning; if applicable, the violator will lose linking capabilities on the Fluidmaster website for thirty (30) days
Fourth Violation	For thirty (30) days, (i) Fluidmaster will stop selling the applicable Fluidmaster MAP products to which the violation related, and (ii) the violator will not be authorized to purchase these products from any distributor
Fifth Violation	For thirty (30) days, (i) Fluidmaster will stop selling the applicable Fluidmaster MAP product collections to which the violation related, and (ii) the violator will not be authorized to purchase these collections from any distributor
Sixth Violation	For thirty (30) days, (i) Fluidmaster will stop selling all Fluidmaster MAP Products, and (ii) the violator will not be authorized to purchase these products from any distributor

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