

MAP POLICY

UNILATERAL MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective May 4th 2023

PURPOSE

Penn-Plax Inc. (“**Penn-Plax**”, “**we**”, “**our**”) has made great efforts to design and manufacture premium products and provide high-quality after-sales support in connection with our products. In an effort to protect our reputation and brand image, we have unilaterally adopted this Minimum Advertised Price Policy (“**MAP Policy**” or “**Policy**”) for our products.

This MAP Policy relates solely to the “**Minimum Advertised Price**” for Penn-Plax products (i.e., the lowest price at which a product may be advertised). This MAP Policy does not apply in any way to the retail price at which Penn-Plax products are actually sold or offered for sale to an individual consumer. Resellers remain free to set the actual sales prices for Penn-Plax products in the Reseller’s sole discretion and to communicate such actual sales prices to consumers through alternate (non-advertising) means. Although each Reseller remains free to establish its own advertising and pricing policy, Penn-Plax requires that any advertising of our products and use of our trademarks meet certain minimum criteria.

Penn-Plax reserves the right to enforce this policy, in its sole discretion, against any advertising activity which Penn-Plax determines is in violation of this MAP Policy.

This Policy does not constitute an agreement between Penn-Plax and any other entity. Penn-Plax does not solicit and will not accept any assurance of compliance with this Policy from any Reseller or other party. Each Reseller must independently choose whether to comply with this Policy. This Policy is not negotiable and will not be altered for any individual Reseller.

GUIDELINES AND DEFINITIONS

1. This MAP Policy applies to all authorized resellers and retailers (including without limitation catalogue and Internet-only retailers) and other approved sellers (collectively, “**Resellers**”) advertising Penn-Plax products for which a Minimum Advertised Price has been established (“**Covered Products**”). It is a violation of this MAP Policy for a Reseller to advertise a Covered Product at a price lower than the Minimum Advertised Price for that product.
2. Penn-Plax always offers a Suggested Retail Price/MSRP for every Covered Product. However, Resellers may establish their own actual resale prices.
3. Violations occur if the Advertised Price of a Covered Product is less than the Minimum Advertised Price established by Penn-Plax for that product. The Minimum Advertised Prices for Covered Products can be found on the MAP Policy Information Tab located at:

<https://www.penn-plax.com/map-pricing>

4. As used herein, the “**Advertised Price**” means the Price Information of a Penn-Plax product displayed in advertising or advertisements. The terms “advertising” and “advertisements” as used herein mean promotions of Penn-Plax products displayed in any type of media including but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, direct mail, brochures, internet or similar electronic media, websites, blogs, social media, internet shopping sites and marketplaces, comparison search engines, electronic solicitations, messaging, webcasts, email, chats, banners, television, radio, outdoor signage, billboards, mobile ads, mobile phone applications, paid search ads, sponsored links, and affiliate marketing networks . As used herein, “**Price Information**” means any information regarding price, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount or value).
5. The MAP Policy is not applicable to, and the terms “advertising” and “advertisements” as used herein do not include: any in-store advertising that is displayed only in the brick-and-mortar store and not distributed outside of the store; or any email newsletter sent to your customer database or loyalty program; or pricing information displayed at the “**Final Online Checkout Stage**” (i.e., the point at which a Covered Product is put into an online shopping cart where the customer’s name, shipping address, email address, and payment information are displayed). Please note that pricing information in an online shopping cart or Final Online Checkout Stage must be obscured technically so that it is not retrievable by shopping and pricing engines and not displayed on search pages results within the reseller’s own website.
6. Offering coupons, discounts, deductions, rebates and allowances (not including Penn-Plax-issued rebates or coupons) that, when applied, result in an Advertised Price lower than the Minimum Advertised Price, will violate this MAP Policy.
7. Shipping costs, taxes, and insurance charges to be paid by the customer, if any, are excluded from the calculation of Advertised Price.
8. Penn-Plax, in its sole discretion, shall determine whether any Advertised Price is in violation of this Policy.

ADDITIONAL RESTRICTIONS

A Reseller engaging (directly or through a distributor) in any of the following advertising activities or equivalents in connection with any Covered Product will be in violation of this Policy, unless expressly authorized by Penn-Plax or unless otherwise directed by this Policy:

- Using statements within an advertisement that suggest that a lower price for a Covered Product may be found at the Final Online Checkout Stage (e.g., “prices too low to show”) in such a manner that would effectively result in the product being advertised at a price below the Minimum Advertised Price.
- A strike-through of any MSRP or “regular price” and/or the failure to show a price for any Covered Product referenced.

- Any advertising promotion to group purchasers showing an Advertised Price that is less than the Minimum Advertised Price.
- Advertising or promoting a trade-in offer for any products in connection with any Covered Products.

EXEMPTIONS

Exemptions to this Policy include Advertised Prices offered through the following:

- Live telephone communication or individualized e-mails (but not automated e-mail) in response to a specific customer inquiry.
- In-store materials at a brick-and-mortar location that simply state the price at which the Covered Products may be purchased, including point-of-sale signs, price stickers and hangtags (but not including signage visible outside a brick-and-mortar location).
- Advertising and promotional materials (including printed catalogs) that cannot reasonably be modified prior to the effective date of this Policy, or prior to a change in the Minimum Advertised Price or the current Covered Products list.
- An offer under one or more special programs (if any) designated by Penn-Plax.
- A card benefit, coupon or other discount, as long as it may be applied to most of the products offered by Reseller or, in the case of a category-wide sale, to most of the products in that category.
- The accrual and application of “points” or other things of value in connection with the purchase of any Covered Product so long as the points are accrued from and may be applied to most of the products offered by Reseller in an equal manner.
- Offers to a Reseller's employee for personal use (not for resale).

ADDITIONAL TERMS & CONDITIONS

- This Policy is applicable to each Penn-Plax Reseller located in the United States for all Penn-Plax products unless exceptions are made available by Penn-Plax.
- Any “FAQs” or information posted by Penn-Plax are intended to help answer questions only and are not part of the Policy.

VIOLATIONS & CONSEQUENCES

Penn-Plax will provide a notice of violation to Resellers engaging in activity that violates this Policy.

Each violation of this MAP Policy is cumulative and will carryover to any updated or new Policy. The consequences of each violation may take effect even if previous consequences are still running.

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| 1st Violation | <ul style="list-style-type: none"> · Reseller will receive an initial violation warning with details of the product(s) in violation of the MAP Policy. · The violation must be corrected within 2 days. |
| 2nd Violation | <ul style="list-style-type: none"> · For violations not removed after the first notice or for a second violation, the Reseller will receive another warning. The violation must be corrected within 3 days. · Failure to correct within 3 days will result in cancellation of any current or future orders of the item and similar items for 60 days from when violation stops. |
| 3rd Violation | <ul style="list-style-type: none"> · Violator will receive violation notices similar to the 1st and 2nd violations. The violation must be corrected in 2 days. · Failure to correct the violation within this time frame will result in indefinitely revoking of all Reseller privileges. All pending orders will be cancelled and no new orders, from Penn-Plax’s entire brand family, will be accepted. · Reseller will be added to the “Do Not Sell List” indefinitely. Being listed on the “Do Not Sell List” means the Reseller is no longer authorized to resell Penn-Plax products. |

MODIFICATIONS

Penn-Plax at any time may:

1. vary the Minimum Advertised Price for Covered Products;
2. vary the products included as Covered Products; and
3. otherwise modify the Policy.

Penn-Plax will attempt to provide prior notice of each new Minimum Advertised Price or change in the included Covered Products at least sixty (60) days in advance of such change taking effect. While Penn-Plax will attempt to communicate all updates through notice, each Reseller is responsible for making sure that it is aware of the appropriate and current Minimum Advertised Prices, current Covered Products, and any Policy updates.

All current Policy information can be found online at: *WEBSITE*

QUESTIONS, ASSISTANCE & REPORTING VIOLATIONS

This Policy will be enforced by Penn-Plax in its sole discretion. Sellers have no right to enforce the Policy.

No Penn-Plax employee or agent is authorized to: modify, interpret or grant any exceptions to this Policy; solicit or obtain the agreement of any person or entity to comply with this Policy; or otherwise discuss any aspect of this Policy with any Reseller. Any questions or requests for additional information regarding this MAP Policy or information regarding potential violations of this MAP Policy must be in writing and addressed to:

Attn: Penn-Plax MAP Policy Administrator

35 Marcus Blvd

Hauppauge NY, 11788

Sales@pennplax.com.