

VANCE & HINES 2019 MINIMUM ADVERTISED PRICING POLICY

In order to preserve its reputation for providing customers with high value products and strong after sales, support and to further enhance the Vance & Hines brand image and its competitiveness in the marketplace, Vance & Hines is unilaterally instituting a policy of minimum advertised price standards for Vance & Hines products. This Minimum Advertised Pricing Policy ("MAP Policy") will become effective **January 1, 2019**, and will apply to dealers and retailers, including catalogs and internet retailers (collectively, "Resellers"), who resell Vance & Hines products to end users located in the United States.

Vance & Hines greatly values the efforts of all Resellers to distribute Vance & Hines products and support our customers. This MAP Policy is adopted for the benefit of all Resellers and will be uniformly enforced.

This MAP Policy shall work under the following guidelines:

- 1.** Vance & Hines will, from time to time, publish a Schedule of Manufacturer's Suggested Retail Prices ("MSRP Schedule") on its internet website, which may be amended or adjusted by Vance & Hines at any time in its sole discretion. The MSRP Schedule will identify the effective date, the products and the Manufacturer's Suggested Retail Price ("MSRP") for those products. Each advertisement of a product identified in the MSRP Schedule below the MSRP will be a violation of this MAP Policy. Vance & Hines products not specifically identified in the MSRP Schedule are not subject to this MAP Policy.
- 2.** This MAP Policy applies to all advertisements of Vance & Hines products listed on the MSRP Schedule in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, internet or similar advertising. This MAP Policy is not applicable to any in-store advertising that is displayed only in the store and is not distributed to any customer (s)
- 3.** The inclusion in advertising of free or discounted products (whether made by Vance & Hines or another manufacturer) with a product covered by this MAP Policy is prohibited. All packages (i.e., those that include a combination sale of both products covered in the MSRP Schedule and products not covered under this Policy) must be advertised at the cumulative MSRP of all the products included in the package.
- 4.** A visible strikeout, deletion or alteration of any price in any Internet advertising is strictly prohibited. It is a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or "add to cart for price", or to use similar language.
- 5.** This MAP Policy applies only to advertised prices and does not apply to the price at which Vance & Hines products are actually sold or offered for sale to an individual consumer within Reseller's retail location or over the telephone. Resellers remain free to sell these products at any prices they choose under these circumstances.

- 6.** This MAP Policy does not establish maximum advertised prices. All Resellers may offer Vance & Hines products at any price in excess of the MSRP.
- 7.** Internet auctions may not display or have reserved bid or other acceptable prices below the MSRP. Best Offer auctions are not allowed.
- 8.** Vance & Hines must be specifically excluded from any type of advertised storewide sale or promotion if the promotion is perceived to discount Vance & Hines below MSRP. Advertised coupons, dealer bucks, etc. are allowed as long as they are for future storewide purchases only. Dealers must not include statements in advertising or options related to Vance & Hines, which may lead consumers to perceive the offer of prices below MSRP.
- 9.** Pricing listed on an Internet site is considered an “advertised price” and must adhere to this MAP Policy. Once the pricing is associated with the intent to purchase (**added to a secure, not public shopping cart or order**), the price becomes the selling price and is not bound by this MAP Policy. Discounts applied at the checkout to the entire order based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”, do not violate this MAP Policy.
- 10.** This MAP Policy is solely within Vance & Hines discretion and authority acting through the duly authorized managers of Vance & Hines. No employee or sales representative of Vance & Hines has any authority to discuss, modify or grant exceptions to this MAP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MAP Policy under this paragraph is unauthorized and invalid. All questions about this MAP Policy should be in writing and directed via U.S. Mail to MAP Policy Administrator, Vance & Hines, 13861 Rosecrans Avenue, Santa Fe Springs, California 90670 or via e-mail to mapadministrator@vanceandhines.com who will respond only in writing. No oral communications about this MAP Policy are authorized. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Resellers regarding the policy and receiving any communications regarding sanctions imposed under this MAP Policy. Any action taken by Vance & Hines under this MAP Policy shall be without liability to Vance & Hines.
- 11.** From time to time, Vance & Hines may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. Vance & Hines further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.
- 12.** Intentional and/or repeated failure to abide by this MAP Policy will result in sanctions unilaterally imposed by Vance & Hines. Vance & Hines does not intend to do business with Resellers who degrade the image of Vance & Hines and its products. Vance & Hines need not provide prior notice or issue warning before taking any action under this MAP Policy.

