

Extreme Tools®, Inc. Minimum Advertised Pricing Policy (MAPP)

- Extreme Tools®, Inc. will issue active accounts and new accounts printed price lists indicating MAP with an effective date. This price list may be amended at any time by Extreme Tools®, Inc. at its sole discretion. Any priced advertisement in any media such as but not limited to internet or similar electronic media, radio, television, flyers, posters, catalogs, mail order catalogs, magazines, e-mail newsletters, e-mail solicitations, coupons, mailers, inserts, newspapers, and public signage must be not less than the current MAP as indicated on the printed price list of Extreme Tools®, Inc. Any pricing advertised that does not match or exceed that shown on Extreme Tools®, Inc.'s current printed price list under MAP will be a violation of this MAP policy and subject to enforcement procedures as identified later in this document.
- Sales of any Extreme Tools®, Inc. products listed on the current price list through third party retailing (such as eBay and Amazon) is allowed providing the listed price is not below MAP.
- This MAP Policy applies only to advertised prices and does not apply to the actual price that Extreme Tools®, Inc. products are sold or offered for sale to an individual consumer within Reseller's location or over the telephone. Resellers are free to sell Extreme Tools®, Inc. products at any price they choose under these circumstances.
- The inclusion in advertising of any free or discounted products with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the included Extreme Tools®, Inc. product below current MAP as indicated on the Extreme Tools®, Inc. printed price list.
- This MAP Policy does not establish maximum advertised prices. Resellers may offer Extreme Tools®, Inc. products at any price in excess of current MAP.
- Pricing listed on an internet site or social media site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (adding to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price," "we will match any price," "call for price" or similar phrases are acceptable as long as the price advertised or listed for the products is not below current MAP. In addition, discounts applied at checkout to the customer's entire order based on customers purchasing history with the Reseller, such as discounts for "frequent shoppers," do not violate this MAP Policy. MAP Policy does not apply to discontinued, clearance, special purchase or scratch-n-dent items.
- Extreme Tools®, Inc. reserves the right to offer 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 nature and duration of the change. Extreme Tools®, Inc. further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all resellers. MAP Policy does not apply to discontinued, clearance, special purchase or scratch-n-dent items.

Enforcement Procedures:

Extreme Tools®, Inc. has included its MAP Policy Enforcement with current pricing to ensure all accounts are aware of the severity with which Extreme Tools®, Inc. will deal with violators of this policy. Any determinations by Extreme Tools®, Inc. under these enforcement procedures shall be binding upon the violator.

- First Offense:
Dealer will receive notification of the nature of the violation and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3)

business days to remove any offending electronic advertisements from web pages, internet sites, or other electronic media.

- Second Offense:
Dealer will receive a notification and the account will be placed on a non-ship basis for seven (7) days from the date of notice.
- Third Offense:
Dealer will receive a notification and the account will be placed on a non-ship basis for thirty (30) days from the date of notice.
- Fourth Offense:
Dealer will receive a notification and the account will be placed on a non-ship basis for account review.

The administration of this MAP Policy and any determinations made under it are solely within Extreme Tools®, Inc.'s discretion and authority. All questions about this MAP Policy should be in writing and directed via email, customerservice@extremetools.net, or U.S. Mail to the Director of Sales, Extreme Tools®, Inc. Inc., 740 Frontenac Rd, Naperville, IL 60563. This policy is subject to change at Extreme Tools®, Inc.'s sole discretion.