

**WEEMS INDUSTRIES, INC. d/b/a  
Legacy Manufacturing  
Minimum Advertised Pricing Policy**

Weems Industries, Inc., d/b/a Legacy Manufacturing (“Legacy”) is dedicated to providing products of the highest quality and has expended a great deal of resources to build a positive image of its brand. Legacy is proud to associate with Dealers that dedicate their time and effort to ensure consumer satisfaction with Legacy brand products and protect the LEGACY brand reputation. In order to further LEGACY’s objective of promoting LEGACY products as premium products, LEGACY is unilaterally implementing this minimum advertised pricing policy (“**MAP Policy**”) that applies to certain of LEGACY’s products. The terms and conditions of the MAP Policy are explained below.

**1. DEFINITIONS**

1.1 “**Advertising**” refers to any written or printed communication intended to solicit sales of Products that appears in any form of public media including, without limitation, print, broadcast, recorded message, or digital or electronic formats, including on the Internet. The definition of Advertising is intended to be all-encompassing and includes, for example and without limitation, communications or materials that a Dealer or a third party at the Dealer’s direction: (i) sends by mail including, without limitation, in direct mailings or catalogs; (ii) directs to existing or prospective customers by email, group fax or instant message; (iii) displays on billboards or other public signage, flyers or banners; (iv) broadcasts as infomercials or the equivalent; or (v) displays on the Internet whether or not the Dealer also engages in the sale of Products to consumers from the same website.

1.2 “**Dealer**” means all dealers or distributors who sell Products.

1.3 “**Effective Date**” is September 1, 2017.

1.4 “**In-Store Advertising**” refers to Advertising including, without limitation, point-of-sale communications and materials that are displayed, broadcasted or posted in, or immediately outside, of a Dealer’s physical place of business so as to be visible to or heard by customers who come to the Dealer’s physical place of business.

1.5 “**Limited Time Advertising**” refers to Advertising that appears in media for no longer than one period of 8 consecutive days during any calendar quarter (that is, January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31).

1.6 “**Manufacturer’s Suggested Retail Prices**” or “**MSRP**” refers collectively to the prices that LEGACY identifies in written or electronic communications to Dealers from time to time with respect to Products. LEGACY may adjust the MSRP of any Product in its sole discretion at any time. LEGACY may list the MSRP of the Products on an exhibit to the agreement between LEGACY and Dealers, and will notify Dealers by written or electronic communication of any changes that it makes to the MSRP.

1.7 “**Products**” means the LEGACY products that are listed on Exhibit A to this MAP Policy and that are sold by a Dealer pursuant to an agreement between LEGACY and a Dealer. Exhibit A may be updated by LEGACY at any time. LEGACY may in its sole discretion modify the list of products on Exhibit A, and will notify all Dealers of any changes that it makes to Exhibit A by written or electronic communication.

**2. EFFECTIVE DATE**

This MAP Policy applies to all Advertising that a Dealer conducts on and after the Effective Date and will continue in effect unless amended or repealed by LEGACY. LEGACY will notify all Dealers of any changes that it makes to this MAP Policy by written or electronic communication and indicate in that communication the date on which the change takes effect.

### 3. SCOPE

3.1 This MAP Policy applies to any Dealer that purchases Products from LEGACY and then sells those Products, regardless of whether the Dealer conducts business at a physical place of business or not. To the extent permitted, any Dealer that sells Products to resellers shall take commercially reasonable steps to ensure that such resellers comply with this MAP Policy, which efforts the parties agree will include at least requiring the reseller to represent in an agreement with Dealer that the reseller will follow this MAP Policy.

3.2 This MAP Policy only applies to a Dealer's *advertised* prices. By *advertised*, LEGACY refers specifically to Advertising, other than In-Store Advertising, that a Dealer conducts that mentions or displays specific prices for Products. This MAP Policy does not apply to In-Store Advertising.

3.3 This MAP Policy does not address, restrict or limit the actual prices at which a Dealer chooses to sell Products to its customers.

3.4 A Dealer is not required to display their advertised prices in Advertising. However, if a Dealer does, the Advertising must comply with this MAP Policy.

3.5 This MAP Policy is not a solicitation or request on LEGACY's part for any form of agreement from a Dealer selling Products. LEGACY has not in the past, and will not now or in the future, ask a Dealer to enter into any mutual agreement or understanding with LEGACY, formal or informal, oral or written, that asks the Dealer to give up its right to carry on its business according to the Dealer's best judgment. In the same way, LEGACY will not give up its right to carry on its business according to its best judgment. LEGACY furthermore retains the right to deal or decline to deal with any Dealer to the extent permitted by law.

### 4. POLICY

4.1 On and after the Effective Date, and other than in Limited Time Advertising, a Dealer's minimum advertised prices appearing in Advertising of Products may not be at less than the then-current corresponding MSRP. Limited Time Advertising is subject to the additional policies stated below. Dealers are solely responsible for ensuring that they keep a current list of Products and their corresponding MSRP in effect at any time.

4.2 On and after the Effective Date, a Dealer's minimum advertised prices appearing in Advertising of Products may not be at less than the then-current corresponding MSRP. Dealers are solely responsible for ensuring that they keep a current list of Products and their corresponding MSRP in effect at any time. A Dealer that displays advertised prices of Products below the then-current corresponding MSRP violates this MAP Policy.

4.3 Use of terminology such as "entire stock (or department) of LEGACY \_\_\_% off" shall be treated as Advertising subject to this MAP Policy if the Advertising refers to, or displays a picture of, any Products or the LEGACY name or logo.

4.4 This MAP Policy does not apply to Advertising featuring LEGACY products that are not Products or that have been discontinued or removed from the agreement between Dealer and LEGACY.

## 5. LIMITED TIME ADVERTISING

5.1 Limited Time Advertising is a limited exception to this MAP Policy that permits a Dealer to display minimum advertised prices in Advertising of Products at no more than 15% below the then-current corresponding MSRP for no longer than one period of 8 consecutive days in any calendar quarter. Limited Time Advertising is subject to the same requirements as Advertising generally except as provided in this Section. Unless otherwise approved in writing by a LEGACY Manager, a Dealer that conducts Limited Time Advertising for more than one period of 8 consecutive days during a calendar quarter violates this MAP Policy.

5.2 A Dealer that conducts Limited Time Advertising for a period of less than 8 consecutive days during a calendar quarter may not carry-forward any unused days to another time in that same quarter or a later quarter.

5.3 A Dealer may conduct Limited Time Advertising for only 8 consecutive days within any calendar quarter. During the quarter, a Dealer may conduct different versions of Limited Time Advertising (with different pictures, content or designs or featuring different Products) and may place Limited Time Advertising in multiple media as long as cumulatively all versions of Limited Time Advertising run during the same period of up to 8 consecutive days in the quarter. If a Dealer wishes to run different versions of Limited Time Advertising in the same or different media, each version need not run for the same duration as long as cumulatively all versions run during the same 8 days in the quarter. The following examples illustrates this rule:

5.3.1 A Dealer may run Limited Time Advertising featuring Product A on its website on January 4, different Limited Time Advertising featuring Product B in a newspaper on January 5, and different Limited Time Advertising featuring both Product A and Product B on its website and in a newspaper from January 6 through and including January 11. In this example, all versions run during the same 8 consecutive day time period even though each version runs for fewer than 8 consecutive days.

5.3.2 A retailer may not, however, run the same or different Limited Time Advertising on 3 different Saturdays in the same calendar month. Even though each version runs for fewer than 8 days, the different versions run over non-consecutive days, which is not permitted.

A Dealer may run Limited Time Advertising over a period that spans from one quarter to the next quarter as long as the Limited Time Advertising does not run for longer than 8 consecutive days within each quarter. For example, a Dealer may run Limited Time Advertising over a 16 day period from June 23 through and including July 8.

## 6. POLICY VIOLATIONS

6.1 At LEGACY's election and in LEGACY's sole discretion, if LEGACY learns that a Dealer is violating, or has violated, this MAP Policy, LEGACY may take the action that it believes is appropriate under the circumstances, which may include, without limitation, any of the following: (i) the Dealer may be ineligible to receive reimbursement for promotional funds that the Dealer would otherwise be entitled to receive for Advertising of Products for up to 90 days per violation with the period of ineligibility beginning after the violation comes to LEGACY attention regardless of when the actual violation takes place; (ii) LEGACY may suspend pending orders or reject future orders placed by that Dealer for a specific, or indefinite, duration, or (iii) terminating LEGACY's agreement with Dealer.

6.2 LEGACY will notify the Dealer of the consequences of a violation by written or electronic communication. LEGACY does not represent that it will impose a penalty for every violation or impose identical penalties for the same violation. LEGACY will not entertain external complaints from Dealers about enforcement decisions that LEGACY make about them or other Dealers.

6.3 No one other than authorized Dealers may use LEGACY's Product images and logos without LEGACY's prior written approval. To prevent the unauthorized use of LEGACY's Product images and logos by sellers and third party sellers, Dealers shall not supply Products to any third parties without LEGACY's prior written authorization. LEGACY reserves the right to either cease supply of Products to and/or terminate any prior agreements with any Dealers found in violation of this MAP Policy.

## **7. INTERNET AND WEBSITE STANDARDS**

7.1 This MAP Policy applies to all Products that a Dealer displays on any website regardless of whether the Dealer owns or controls the website. For example, the MAP Policy applies to a Dealer that advertises the availability of Products for sale at the Dealer's physical place of business and does not offer to sell Products from the website. The MAP Policy equally applies to a Dealer that conducts Advertising on a website that is owned or controlled by a third party.

7.2 Dealers are solely responsible for ensuring that all search engines with which they affiliate or in which they invest or with which they cooperate comply with the requirements of this MAP Policy.

7.3 Dealers may advertise on any website regardless of whether the Dealer or a third party owns or controls the website. However, Dealers that desire to offer to sell Products to consumers on the Internet may only do so from a website where the Dealer controls the Advertised price.

7.4 Dealers that offer to sell Products on their website must maintain their website as a secure website at all times.

7.5 Pricing that appears on any website is considered an advertised price and must adhere to this MAP Policy until the consumer purchasing the Product places the Product in the virtual shopping cart. Once the Product enters the shopping cart, it is considered part of the check-out procedure and its display in the check-out process falls outside the scope of this MAP Policy. Consequently, a Dealer will violate this MAP policy by displaying advertised prices of Products anywhere on a website other than the shopping cart or check-out page that are below the then-current MSRP or, with respect to Limited Time Advertising only, more than 15% below the then-current MSRP.

7.6 Dealers are responsible for complying with all laws applicable to the sale and shipment of Products that are purchased on or from their website.

## **8. GENERAL ADVERTISING STANDARDS**

8.1 Use of "call for best price," "price too low to print," or similar phrases or automated price quotation features in Advertising is strictly prohibited. The use of "e-mail for lower price," "click on" or "click through" buttons, or any similar buttons or automated price quotation features in Advertising on a website is also strictly prohibited.

8.2 Sales of Products by auction or barter are strictly prohibited including, without limitation, sales through auction websites (for example, eBay).

8.3 Advertising may not contain any misleading, improper, inappropriate or unauthorized statements, photographs, artwork, descriptions or other material or information about Products. Advertising

must appropriately use the LEGACY trademarks in the exact format provided by LEGACY including displaying any registration symbols that LEGACY directs.

8.4 Dealers must clearly identify themselves in all Advertising and conduct Advertising in compliance with all applicable laws.

## 9. **ADMINISTRATION**

9.1 This MAP Policy is an internal policy that LEGACY will unilaterally enforce, and does not constitute an agreement. LEGACY will not discuss its decisions relating to the enforcement of this MAP Policy or negotiate the terms of its decisions with any Dealer and will not seek or accept assurances of any kind from any Dealer as to the Dealer's future conduct. No external complaints or reports are desired nor will they be used by LEGACY as a basis for enforcing this MAP Policy.

9.2 This MAP Policy is in addition to, and does not supersede or limit in any respect, any other terms or conditions of sale of Products to Dealer.

9.3 If a Dealer has any questions about this MAP Policy, the questions should be directed to LEGACY in writing, to the attention of LEGACY company email.

9.4 No waiver of any of the provisions of this MAP Policy shall be enforceable unless it is in writing, and signed by the designated administrator of this MAP Policy.

**Exhibit A  
Products**

<b>Part No.</b>	<b>Description -</b>	<b>Map Price</b>
A53416FZ	Flexzilla® Pro High Flow Coupler, 1/4" Body, 1/4" FNPT	\$ 8.99
A53416FZ-X	Flexzilla® Pro High Flow Coupler, 1/4" Body, 1/4" FNPT, bulk	\$ 8.99
A53426FZ	Flexzilla® Pro High Flow Coupler, 1/4" Body, 1/4" MNPT	\$ 8.99
A53426FZ-X	Flexzilla® Pro High Flow Coupler, 1/4" Body, 1/4" MNPT, bulk	\$ 8.99
A53430FZ-2PK	Flexzilla® Pro High Flow Plug, 1/4" Body, 1/4" FNPT, 2-Pack	\$ 2.99
A53430FZ-X	Flexzilla® Pro High Flow Plug, 1/4" Body, 1/4" FNPT, bulk	\$ 1.29
A53440FZ-2PK	Flexzilla® Pro High Flow Plug, 1/4" Body, 1/4" MNPT, 2-Pack	\$ 2.99
A53440FZBS	Flexzilla® Pro High Flow Ball Swivel Plug, 1/4" Body, 1/4" MNPT	\$ 5.49
A53440FZBS-X	Flexzilla® Pro High Flow Ball Swivel Plug, 1/4" Body, 1/4" MNPT, bulk	\$ 5.49
A53440FZ-X	Flexzilla® Pro High Flow Plug, 1/4" Body, 1/4" MNPT, bulk	\$ 1.29
A53452FZ	Flexzilla® Pro High Flow Coupler & Plug Kit, 1/4" NPT, 3-Piece	\$ 13.99
A53457FZ	Flexzilla® Pro High Flow Coupler & Plug Kit, 1/4" NPT, 7-Piece	\$ 24.99
A53458FZ	Flexzilla® Pro High Flow Coupler & Plug Kit, 1/4" NPT, 14-Piece	\$ 47.99
A53616FZ	Flexzilla® Pro High Flow Coupler, 1/4" Body, 3/8" FNPT	\$ 8.99
A53616FZ-X	Flexzilla® Pro High Flow Coupler, 1/4" Body, 3/8" FNPT, bulk	\$ 8.99
A53626FZ	Flexzilla® Pro High Flow Coupler, 1/4" Body, 3/8" MNPT	\$ 8.99
A53626FZ-X	Flexzilla® Pro High Flow Coupler, 1/4" Body, 3/8" MNPT, bulk	\$ 8.99
A53630FZ-2PK	Flexzilla® Pro High Flow Plug, 1/4" Body, 3/8" FNPT, 2-Pack	\$ 3.99
A53630FZ-X	Flexzilla® Pro High Flow Plug, 1/4" Body, 3/8" FNPT, bulk	\$ 1.69
A53640FZ-2PK	Flexzilla® Pro High Flow Plug, 1/4" Body, 3/8" MNPT, 2-Pack	\$ 3.99
A53640FZ-X	Flexzilla® Pro High Flow Plug, 1/4" Body, 3/8" MNPT, bulk	\$ 1.69
A53657FZ	Flexzilla® Pro High Flow Coupler & Plug Kit, 7-Piece, 1/4" Body, 3/8" NPT	\$ 29.99
HFZ1202YW3S	Flexzilla® Whip Hose with Swivel, 1/2" x 2' (3/8" MNPT Swivel x 3/8" MNPT Ends)	\$ 19.99
HFZ1202YW4S	Flexzilla® Whip Hose with Swivel, 1/2" x 2' (1/2" MNPT Swivel x 1/2" MNPT Ends)	\$ 19.99
HFZ1204YW3S	Flexzilla® Whip Hose with Swivel, 1/2" x 4' (3/8" MNPT Swivel x 3/8" MNPT Ends)	\$ 22.99
HFZ1204YW4S	Flexzilla® Whip Hose with Swivel, 1/2" x 4' (1/2" MNPT Swivel x 1/2" MNPT Ends)	\$ 22.99
HFZ1206YW3S	Flexzilla® Whip Hose with Swivel, 1/2" x 6' (3/8" MNPT Swivel x 3/8" MNPT Ends)	\$ 25.99
HFZ1206YW4S	Flexzilla® Whip Hose with Swivel, 1/2" x 6' (1/2" MNPT Swivel x 1/2" MNPT Ends)	\$ 25.99
HFZ1208YW3S	Flexzilla® Whip Hose with Swivel, 1/2" x 8' (3/8" MNPT Swivel x 3/8" MNPT Ends)	\$ 28.99
HFZ1208YW4S	Flexzilla® Whip Hose with Swivel, 1/2" x 8' (1/2" MNPT Swivel x 1/2" MNPT Ends)	\$ 28.99
HFZ12100YW3	Flexzilla® Air Hose, 1/2" x 100', 3/8" MNPT Fittings	\$ 119.99
HFZ12100YW4	Flexzilla® Air Hose, 1/2" x 100', 1/2" MNPT Fittings	\$ 129.99
HFZ1250YW3	Flexzilla® Air Hose, 1/2" x 50', 3/8" MNPT Fittings	\$ 69.99
HFZ1250YW4	Flexzilla® Air Hose, 1/2" x 50', 1/2" MNPT Fittings	\$ 74.49
HFZ1405YW2B	Flexzilla® Whip Hose with Ball Swivel, 1/4" x 5'	\$ 19.99

**Exhibit A  
Product**

<b>Part No.</b>	<b>Description -</b>	<b>Map Price</b>
HFZG503YWS	Flexzilla® Garden Lead-In Hose with SwivelGrip™ Connections, 5/8" x 3', 3/4" - 11 1/2" GHT Fittings	\$ 14.99
HFZG5100YWS	Flexzilla® Garden Hose with SwivelGrip™ Connections, 5/8" x 100', 3/4" - 11 1/2" GHT Fittings	\$ 84.99
HFZG510YWS	Flexzilla® Garden Lead-In Hose with SwivelGrip™ Connections, 5/8" x 10', 3/4" - 11 1/2" GHT Fittings	\$ 19.99
HFZG510YWS-6X	Flexzilla® Garden Lead-In Hose with SwivelGrip™ Connections, 5/8" x 10', 3/4" - 11 1/2" GHT Fittings, 6-Piec	\$ 19.99
HFZG525YWS	Flexzilla® Garden Hose with SwivelGrip™ Connections, 5/8" x 25', 3/4" - 11 1/2" GHT Fittings	\$ 24.99
HFZG550YWS	Flexzilla® Garden Hose with SwivelGrip™ Connections, 5/8" x 50', 3/4" - 11 1/2" GHT Fittings	\$ 44.99
HFZG575YWS	Flexzilla® Garden Hose with SwivelGrip™ Connections, 5/8" x 75', 3/4" - 11 1/2" GHT Fittings	\$ 64.99
HFZP14100YW2	Flexzilla® Pro Air Hose, 1/4" x 100', 1/4" MNPT Fittings	\$ 59.99
HFZP14100YW2-D	Flexzilla® Pro Air Hose with ColorConnex® Type D Coupler and Plug, Red, 1/4" x 100'	\$ 64.99
HFZP1425YW2	Flexzilla® Pro Air Hose, 1/4" x 25', 1/4" MNPT Fittings	\$ 19.99
HFZP1425YW2-D	Flexzilla® Pro Air Hose with ColorConnex® Type D Coupler and Plug, Red, 1/4" x 25'	\$ 24.99
HFZP1450YW2	Flexzilla® Pro Air Hose, 1/4" x 50', 1/4" MNPT Fittings	\$ 29.99
HFZP1450YW2-D	Flexzilla® Pro Air Hose with ColorConnex® Type D Coupler and Plug, Red, 1/4" x 50'	\$ 34.99
HFZP3806YW2B	Flexzilla® Pro Custom Length Whip Hose, 3/8" x 6', 1/4 in. MNPT High Flow Ball Swivel, 1/4 in. MNPT Reusab	\$ 26.99
HFZP38100YW2	Flexzilla® Pro Air Hose, 3/8" x 100', 1/4" MNPT Fittings	\$ 89.99
HFZP38100YW2-D	Flexzilla® Pro Air Hose with ColorConnex® Type D Coupler and Plug, Red, 3/8" x 100'	\$ 94.99
HFZP3825YW2	Flexzilla® Pro Air Hose, 3/8" x 25', 1/4" MNPT Fittings	\$ 29.99
HFZP3825YW2-D	Flexzilla® Pro Air Hose with ColorConnex® Type D Coupler and Plug, Red, 3/8" x 25'	\$ 34.99
HFZP3835YW2	Flexzilla® Pro Air Hose, 3/8" x 35', 1/4" MNPT Fittings	\$ 37.99
HFZP3850YW2	Flexzilla® Pro Air Hose, 3/8" x 50', 1/4" MNPT Fittings	\$ 44.99
HFZP3850YW2-D	Flexzilla® Pro Air Hose with ColorConnex® Type D Coupler and Plug, Red, 3/8" x 50'	\$ 49.99
HFZPW3425M	Flexzilla® Pressure Washer Hose with M22 Fittings, 1/4" x 25'	\$ 34.99
HFZPW3450M	Flexzilla® Pressure Washer Hose with M22 Fittings, 1/4" x 50'	\$ 59.99
HFZPW3525M	Flexzilla® Pressure Washer Hose with M22 Fittings, 5/16" x 25'	\$ 44.99
HFZPW3550M	Flexzilla® Pressure Washer Hose with M22 Fittings, 5/16" x 50'	\$ 69.99
HFZWP5100	Flexzilla® Pro Water Hose, 5/8" x 100', 3/4" - 11 1/2" GHT Fittings	\$ 79.99
HFZWP550	Flexzilla® Pro Water Hose, 5/8" x 50', 3/4" - 11 1/2" GHT Fittings	\$ 39.99
HFZWP575	Flexzilla® Pro Water Hose, 5/8" x 75', 3/4" - 11 1/2" GHT Fittings	\$ 59.99
LP1410AFZ	Flexzilla® Polyurethane Recoil Hose, 1/4" x 10' with 1/4" MNPT Fittings	\$ 13.99
LP1415AFZ	Flexzilla® Polyurethane Recoil Hose, 1/4" x 15' with 1/4" MNPT Fittings	\$ 15.99
LP1420AFZ	Flexzilla® Polyurethane Recoil Hose, 1/4" x 20' with 1/4" MNPT Fittings	\$ 17.99
LP1425AFZ	Flexzilla® Polyurethane Recoil Hose, 1/4" x 25' with 1/4" MNPT Fittings	\$ 19.99
AG1500FZKIT	Flexzilla® 10pc Blow Gun Kit	\$ 38.29
AG1402FZ	Flexzilla® Blow Gun w/ Quite-Flo Safety Nozzel	\$ 17.49
AG1502FZ	Flexzilla® Blow Gun w/ Xtreme-Flo Safety Nozzel	\$ 17.49
AT8500FZ	Flexzilla® Air Impact Kit (Retail)	\$ 199.00
AT8505FZ	Flexzilla® Air Impact Kit (Pro/Mobile)	\$ 219.00
AT8565FZ	Flexzilla® Air Saw Kit	\$ 169.00
AT8535FZ	Flexzilla® Pro 3/8" Drive Air Ratchet Kit (mini reactionless wrench)	\$ 189.00
AT8530FZ	Flexzilla® 3/8" Drive Mini Air Ratchet Kit (palm reactionless wrench)	\$ 169.00
721-123025FZL5F	Flexzilla® Cords 25'	\$ 37.99
721-123050FZL5F	Flexzilla® Cords 50'	\$ 64.99
721-123100FZL5F	Flexzilla® Cords 100'	\$ 92.49
721-143025FZL5F	Flexzilla® Cords 25'	\$ 27.99
721-143100FZL5F	Flexzilla® Cords 100'	\$ 63.99
727-103050FZL5F	Flexzilla® Cords 50'	\$ 99.99
727-103100FZL5F	Flexzilla® Cords 100'	\$ 149.99