

Authorized Reseller Minimum Advertised Price (MAP) Policy

Field Controls (“FC”) has built a strong reputation and following among the end-user consumers of our products. In order to protect our strong reputation for high quality and high value products, ensure long-term viability of our brands, as well as to protect the investment of the resellers providing valuable sales and product assistance and support to our customers, FC has unilaterally established a policy of minimum advertised price (“MAP”) standards for all FC products. This MAP policy will apply to all Authorized U.S. and International dealers, distributors, and resellers (collectively, “Dealers”) of FC products. We believe that this MAP Policy, and the establishment of a minimum advertised price for certain products, will allow FC and its Dealers to maintain competitiveness and effectively promote the quality and value of FC products to their respective customers.

This MAP policy shall work under the following guidelines:

- a. Each Dealer is free to independently determine the price at which it **advertises** and at which it **resells** FC products without consulting or advising Field Controls. Field Controls, however, will not do business with any Dealer who compromises the perceived value of its products. Field Controls, in its sole discretion, may sanction (including, among other things, refusal to accept orders from) any Dealer who intentionally advertises for sale, at a price below its applicable MAP, any products that are subject to this MAP policy. Additionally, Field Controls, in its sole discretion, may terminate the business relationship, dealership or distributorship of any Dealer who intentionally or repeatedly fails to abide by this MAP policy. This MAP policy will be enforced by Field Controls in its sole discretion.
- b. Dealers remain free to sell these products at any prices they choose. This Policy applies only to **advertised** prices and does not apply to the price at which the products are actually sold or offered for sale to an individual customer at checkout on a Dealer’s website, at the Dealer’s location, over the telephone or otherwise. Pricing listed on the internet is considered an advertised price and must adhere to this MAP policy; pricing associated with an actual purchase becomes the selling price and is not subject to this MAP policy.
- c. A complete schedule of products subject to this MAP Policy with their applicable Manufacturer’s Suggested List Price (MSRP) and MAP is available upon request from FC.
- d. This MAP policy applies to all advertisements of FC products in any and all media, including, but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio, and public signage. This MAP policy is not applicable to any in-store advertising that is not distributed to customers.
- e. “Bundling” or the inclusion in advertising of free or discounted products (whether made by FC or another manufacturer) with a product covered by this MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
- f. This MAP policy does not establish maximum advertised prices. All Dealers may offer FC products at any price in excess of the MAP established for such product.
- g. This MAP policy does not in any way limit the ability of any dealer, distributor and/or reseller to advertise that “they have the lowest prices” or, they “will meet match any price”, that users of the product should “call for a price” or phrases of similar import as long as the price advertised or listed for the products is not less than the MAP.
- h. FC may monitor the advertised price of Dealers either directly or via the use of third-party agencies. FC reserves the right, in its unilateral discretion, to take other action to any Dealer that violates this MAP policy. FC will enforce this MAP policy in its sole discretion; therefore, no Dealer has any right to rely on the continued existence of this MAP policy or any effort by FC to enforce this MAP policy.
- i. The following outlines the 2-step enforcement of the MAP policy based on observed violations:
 1. **Out of Compliance**

Upon recognition of being out of compliance you will be NOTIFIED THAT YOUR ACCOUNT IS **SUSPENDED** FOR VIOLATION OF FIELD CONTROLS MAP POLICY. Field Controls will not accept orders or ship orders while the account is suspended. The Reseller will have 30 days to make all adjustments and provide Field Controls Enforcement Administrator written confirmation that the violation has been remedied and the account is fully compliant. Field Controls will subsequently reactivate your account.
 2. **Out of compliance beyond 30 days**

The Reseller will remain suspended for up to 30 days or until fully compliant. Out of compliance on the 31st day thereafter the reseller will be NOTIFIED THAT ACCOUNT IS **CLOSED** FOR VIOLATION OF FIELD CONTROLS MAP POLICY. Reseller will lose the rights to use any Field Controls Product Logos and Images and may face further legal action.
- j. FC’s policy administrator shall be solely responsible for determining whether a violation of the policy has occurred and will communicate decisions to Dealers regarding this MAP policy and receive any communication regarding sanctions imposed under this MAP policy. FC SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY. Therefore, all questions or comments regarding this MAP policy are to be directed to FC’s policy administrator at Field Controls, 2630 Airport Road, Kinston, NC 28504.
- k. FC reserves the right at any time to modify, suspend, or discontinue this MAP policy in whole or in part. Further, at any time FC may unilaterally change MAPs, introduce new products with a MAP, remove products with a MAP, engage in promotions with respect to certain products and/or engage in the sale of “close out” products.