



Glion Minimum Advertised Price Policy

Introduction

We recognize that our high-quality dealers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our Dealers' efforts, Glion wishes to establish policies that allow Dealers to earn the profits necessary to maintain the high level of customer excellence people come to expect from Glion dealers.

To protect the investment of our high-quality dealers and Glion's brand reputation, we have unilaterally adopted a MINIMUM ADVERTISED PRICE POLICY ("MAP Policy"). Glion established this MAP Policy due to the fact that Dealer advertising and sales practices that promote Glion products primarily on the basis of price could be detrimental to Dealers' service and support efforts and Glion's competitive position. Such activities can be harmful to Glion's brand, reputation and competitiveness, and allow some Dealers to take advantage of the service and support efforts of others. Glion believes that these practices are unfair and thus discourages such efforts.

Glion, in its unilateral discretion, will not do business with any Dealer, as to the products covered by this MAP Policy, if that Dealer intentionally advertises any MAP Product below its MAP price. Glion is confident that this program will strengthen its competitiveness and benefit all of its Dealers.

Official Policy and Guidelines

Additional guidelines related to the MAP Policy are as follows.

1. The MAP Policy will be enforced by Glion in its sole discretion.
2. Glion recognizes that any authorized Glion account can make its own decisions to advertise and sell any Glion product at any price it chooses without consulting or advising Glion. Glion similarly has the right to make its own independent decision regarding product allocations and Dealer participation as a member of the Glion Dealer Alliance – at any time.
3. Glion will maintain an updated "MAP Products" list of those products that will fall under this MAP Policy. Glion reserves the right to update or modify this list at any time.
4. All Products listed will have a MAP retail price. Listing a price less than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines catalogs, mail order catalogs, internet

or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as “Click for price”, automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the Dealer (rather than by the customer) and this constitutes “advertising” under this MAP Policy. This MAP Policy also applies to any activity which Glion determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for ‘group purchases’ and the like.

6. It shall not be a violation of this MAP Policy to advertise in general that the Dealer has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the Dealer does not include any advertised price below MAP and otherwise complies with this MAP Policy.

7. From time to time, Glion may permit Dealers to advertise MAP Products at prices lower than the MAP retail price. In such events, Glion reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all Dealers of such changes.

8. From time to time, Glion may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate, provided that (a) the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer’s rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturer’s rebate; and (c) the “*After manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.

9. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language, specifically with respect to Glion Products, so long as no price is listed.

10. If a Dealer with multiple store locations violates this MAP Policy at any particular store location, then Glion will consider this to be a violation by all of the Dealer’s locations.

11. Although Dealers remain free to establish their own resale prices, Glion reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any Dealers following Glion’s verification that such Dealer has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by Glion, or if Dealer has violated this policy in any other way.

12. Glion’s sales representatives are NOT permitted to discuss this Policy or make any agreements or assurances with respect to Glion’s Policy regarding Dealer advertising or pricing. This also includes any consumer program or promotion that affects MAP Products.