



**REFRIGIWEAR®, INC.**  
**MINIMUM ADVERTISED PRICE (MAP) POLICY**

**Effective Date: September 1, 2018**

RefrigiWear, Inc. (“RefrigiWear”) is a leading manufacturer of insulated industrial work wear, accessories, and personal protective equipment for use in subzero temperatures, inclement weather, and low-visibility environments in the United States. RefrigiWear makes a significant investment in a consistent brand image, emphasizing both high quality and performance for all of its products. In keeping with this image, RefrigiWear believes that its products should be advertised at prices that reflect the value of those products and the RefrigiWear brand.

RefrigiWear takes a great deal of pride in creating superior products and expects all distributors and retailers (collectively “Resellers”), including those selling over the internet, to maintain its high standards and brand image for RefrigiWear products. RefrigiWear expects all authorized Resellers to properly promote its products and to take the time to learn about its products so they can properly serve customers. For all of these reasons, RefrigiWear has implemented this Minimum Advertised Price (“MAP”) Policy for all of its brand products.

This Policy will be applicable to all RefrigiWear authorized Resellers that sell, promote or advertise RefrigiWear brand products, including advertising via the internet. RefrigiWear will not support a Reseller’s advertising or promotional activities through any media that could diminish the value of its brand.

This Policy is in addition to and separate from all other programs and policies intended to establish a strong brand presence, allowing the end customer an experience that is consistent with RefrigiWear’s emphasis on high quality and performance.

**1. SCOPE OF POLICY**

This Policy has been adopted unilaterally and is not negotiable. It applies to all advertising and promotion of RefrigiWear’s products, including products listed for sale on any website or online marketplace. This includes, without limitation, advertisements appearing at, on or in magazines, newspapers, inserts, catalogs, billboards, brochures, posters, flyers, direct and indirect mailings, trade shows and trade show materials, websites, on-line portals, shopping and media websites, mobile devices, RSS (Rich Site Summary) feeds, blogs, texts, e-mails and e-mail links, on-line banners and any other form of advertisement (“Advertisements”).

This Policy applies only to advertised prices and does not apply to the price at which products are actually sold to an end customer. All

Resellers remain free to sell products at any prices they choose. RefrigiWear does not seek, nor will RefrigiWear discuss or accept, any agreement or assurance from Resellers concerning the prices at which any Reseller decides to sell its products.

## 2. COVERED PRODUCTS

This policy covers all RefrigiWear products. From time to time, RefrigiWear may choose to offer special promotions on certain products. In such an event, RefrigiWear reserves the right to modify or suspend this Policy in whole or in part by notifying Resellers of the duration and nature of the change.

Certain products may be added or dropped from this Policy at RefrigiWear's sole determination. RefrigiWear will provide authorized Resellers with advance notice before a product item is dropped from the Policy. This Policy does not apply to inventory reduction pricing, close-out sales, or discontinued or non-current products.

## 3. ADVERTISEMENT PRICES

- a. Resellers are not required to indicate pricing for RefrigiWear brand products in any Advertisement. However, if a price for a RefrigiWear product is indicated, the advertised price of a product covered by this Policy cannot be less than the current published list price on the RefrigiWear website (referred to as the Minimum Advertised Price or "MAP").
- b. Resellers may not sell RefrigiWear products to any other Resellers that advertise or otherwise promote the products in online media by indicating a price that is less than the MAP or that otherwise violate this Policy.
- c. Any Advertisement posted by Reseller on any website is considered advertising by a Reseller and subject to the terms and conditions of this Policy. Pricing that is not MAP compliant on any website will be in violation of this Policy.
- d. Resellers may advertise RefrigiWear products at any price in excess of the MAP.
- e. Resellers may advertise that customers can contact them directly to learn the Reseller's actual sale price for a product.
- f. The final sales price, or for online purchases the "shopping cart" or "check out" price is not considered an advertising price and is not subject to this Policy.

g. The following actions by a Reseller will not decrease the MAP of a product covered by this Policy:

- 1) displaying a numerical discount next to the MAP.  
Example: 10% off;
- 2) payment of applicable sales taxes;
- 3) offering free shipping; and
- 4) providing free financing.

#### 4. ENFORCEMENT

This Policy is a “three strikes” policy. If a Reseller advertises any of the Products for resale at prices below the MAP three times, such violation will result in such consequences as RefrigiWear may determine in its sole discretion. These consequences may include, without limitation, ineligibility to participate in advertising and sales promotions, loss of access to any discounts or rebates offered by RefrigiWear, and/or loss of access to all or part of RefrigiWear products. After each MAP violation, the Reseller will receive an email with the date, time and copies or screen shots of the applicable Advertisement detailing the Policy violation.

RefrigiWear will investigate and resolve any reported violation unilaterally and in its sole discretion, and will communicate its decision to the particular Reseller that is the subject of the investigation.

#### 5. POLICY ADMINISTRATION

This Policy shall be unilaterally administered by RefrigiWear and shall be effective only in the United States and its territories. RefrigiWear does not seek consultation with any online Reseller, nor will RefrigiWear accept an agreement with any online Reseller regarding this Policy. There are no third-party beneficiary rights to this Policy. Any failure by RefrigiWear to require compliance with any provision of this Policy will not operate as a waiver to request strict compliance in the future.

REFRIGIWEAR SALES PERSONNEL AND REPRESENTATIVES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS POLICY. The Policy administrator named below shall be solely responsible for determining whether a violation of this Policy has occurred and for communicating with the Reseller.

This Policy supersedes any other minimum advertised price policy previously issued by RefrigiWear with respect to its products. If any provision of this Policy is invalid or unenforceable in a jurisdiction, it is to be modified or severed in such jurisdiction to the extent of such invalidity or unenforceability and that fact does not affect the validity or

enforceability of that provision in another jurisdiction or this Policy's remaining provisions.

Each Reseller is free to independently decide whether or not to follow this Policy. A Reseller's decision to sell at or above MAP is not communicating acceptance or agreement to comply with this Policy.

**This Policy is subject to modification, revision or cancellation by RefrigiWear in its sole discretion at any time and for any reason.** RefrigiWear will provide notice of changes to the Policy to Resellers, and copies of the current version of the Policy will be available upon request by Reseller.

All questions or comments regarding this Policy should be directed to the Policy administrator Mitch Harden at [mharden@refrigiwear.com](mailto:mharden@refrigiwear.com).



**REFRIGIWEAR, INC.**  
**INTERNET THIRD PARTY MARKETPLACE POLICY**

**Effective Date: September 1, 2018**

RefrigiWear, Inc. (the “Company”) is a leading manufacturer of insulated industrial work wear, accessories, and personal protective equipment for use in subzero temperatures, inclement weather, and low-visibility environments in the United States. Brand management is an essential function for the Company through all channels to market, including internet sales.

Transparency and accuracy of our product information is essential for consumer facing websites. Internet marketplace websites have proven to be a challenge in transparency, accurate information, and MAP compliance. Distributors and internet retailers (each, a “Reseller,” and collectively, the “Resellers”) are to abide by the following Internet Third Party Marketplace Policy for all Company products (individually, a “Product,” and collectively, the “Products”).

Third-Party Internet Marketplaces. A Reseller may sell the Products over the internet on its own website(s) and may sell on certain approved third-party marketplaces as identified from time-to-time by the Company.

Resellers may NOT advertise or sell, and are PROHIBITED from advertising or selling Products on: (i) any unapproved third-party marketplaces; (ii) any unapproved social media/classified sites; (iii) any website that is owned or affiliated with Reseller but operated and/or marketed under name different from Reseller, or (iv) any unapproved auction or penny auction sites. Without limiting the foregoing, Resellers are prohibited from advertising or selling Products on the following internet marketplace websites: (1) Amazon, (2) eBay, (3) Walmart, or (4) or any other website where RefrigiWear lists its Products.

**This Policy is subject to modification, revision or cancellation by RefrigiWear in its sole discretion at any time and for any reason.** RefrigiWear will provide notice of changes to the Policy to Resellers, and copies of the current version of the Policy will be available upon request by Reseller.

All questions or comments regarding this Policy should be directed to the Policy administrator Mitch Harden at [mharden@refrigiwear.com](mailto:mharden@refrigiwear.com).