

US Minimum Advertised Price Policy: U-POL RAPTOR products

1. INTRODUCTION

It is recognized that the success of RAPTOR and associated products is tied to the success of our distribution network. We also know that many of our distributors invest significant time and resources to partner with their customer base and provide them with an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our distributor's service and support efforts. As a result, U-POL has unilaterally established this Minimum Advertised Price ("MAP") Policy on all RAPTOR paint products.

2. POLICY STATEMENT

U-POL US, Inc., in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP.

3. GENERAL GUIDELINES

1. The MAP policy applies to all sales directly to end-users, whether the use of the products are for consumer/DIY or professional use.
2. The products covered by this policy are listed in Appendix I, ("MAP Products"). U-POL may in its sole discretion modify this list from time to time.
3. U-POL recognizes that distributors are free to make their own decisions to advertise and sell any U-POL product at any price they choose, without consulting or advising U-POL. Similarly, U-POL will exercise its right to make its own decisions regarding supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, etc.
4. The MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store, over the telephone, by e-mail, or via another communication medium.
5. U-POL believes in maintaining a well-regulated and fair marketplace for all its distributors. Please see the MAP FAQs for more information on the MAP policy and enforcement.
6. U-POL will communicate with its distributors via email concerning any change to this Policy which may occur from time to time.
7. U-POL reserves the right, at its sole discretion, to modify, amend, suspend or cancel this Policy at any time without any advanced notice.

4. ADVERTISING GUIDELINES

1. The MAP Policy applies to all advertisements of MAP products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
2. The MAP Policy does not apply to solely on-premise or in-store advertising, in-store banners or in-store price markings.
3. The MAP Policy does not apply to advertising on the site of a local event or trade show.

4. The MAP Policy does not apply to e-mails, text messages, letters, and quotes from a distributor addressed to an individual customer in connection with that customer's inquiries, specific expressions of interest or business with the distributor.
5. The MAP Policy does not apply to advertising of U-POL products excluded from the Policy.
6. It shall not be a violation of this MAP Policy to state that a customer may "add to cart for price", "call for price" or "email for price," or to use similar language, specifically with respect to U-POL products.
7. Pricing of a product displayed in a distributor's own website's shopping cart does not constitute "advertising" under this MAP Policy.
8. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below the MAP and otherwise complies with this MAP Policy.
9. From time to time, U-POL may permit distributors to advertise MAP products at prices lower than the MAP. In such events, for example nationwide sales promotions, U-POL reserves the right to modify or suspend the MAP with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
10. From time to time, U-POL 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:
 - o i. 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;
 - o ii. an asterisk is placed next to the net price after manufacturer's rebate; and
 - o iii. "after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

5. POLICY ENFORCEMENT

1. If a distributor with multiple locations violates this MAP Policy at a single e location, or on any associated website, then U-POL will consider this to be a violation by the distributor.
2. U-POL's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.
3. U-POL reviews the advertised prices of distributors, either directly or via the use of third-party agencies or tools. Distributors are expected to provide reasonable cooperation in any U-POL investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a U-POL MAP policy investigation is a violation of this MAP Policy.
4. The MAP Policy will be enforced by U-POL in its sole discretion and without notice. Warehouse distributors, distributors/jobbers, and resellers have no right to enforce the MAP policy.
5. U-POL reserves the right to cancel any pending orders, restrict future orders, or suspend a distributor's account if U-POL reasonably believes:
 - o i. a distributor has violated the provisions of this policy; or
 - o ii. a distributor intends to violate this policy.

Questions

Compliance with this Policy is the responsibility of each individual U-POL distributor. U-POL sales and support representatives are **not** authorized or permitted to discuss or answer questions about this Policy, or enforcement of it, and/or non-compliance by any other distributor. U-POL will not respond to any questions or comments from one distributor about the activities or advertising of any other distributor in regards to this Policy. Any questions or comments regarding this Policy must be submitted in writing to:

BrandIntegrity@u-pol.com

Minimum Advertised Price Policy FAQs

Q: Why is the MAP Policy being introduced?

A: The success of RAPTOR and associated products is tied to the success of our distribution network. We want to protect the ability of our distributors to be able to invest time and resources into their customer base by discouraging price-based advertising that would be detrimental to our distributor's service and support efforts.

Q: Where is the MAP policy enforced?

A. The MAP policy is enforceable in the United States.

Q: Does the MAP Policy dictate the price at which I can sell U-POL products?

A: No, the MAP Policy is not intended to control, influence, determine, restrict, or limit, in any way the price at which a distributor may sell U-POL products.

Q. How often is the MAP product list reviewed?

A. It will be reviewed once a quarter.

Q. Do coupons, gift cards, points or other incentives, which are contingent on the purchase of a MAP product, violate this policy?

A. The coupon, gift card, points or other incentives, cannot represent an effective price of greater than 15% off of the highest priced MAP product sold as part of a bundle.

Q. What does the MAP Policy apply to?

A. This policy applies to all forms of marketing and advertising that include products covered under this policy.

Q: Does the MAP Policy allow advertising of free shipping of U-POL goods?

A: Yes, these are considered "value-added" offers and do not impact the price at which a U-POL product is advertised.

Q. Who reports MAP violations?

A. Distributors are asked to not report violations; U-POL will be actively auditing pricing of products captured within the MAP Policy on a regular basis.

Q. What are some acceptable advertising language/terms that are compliant with the MAP policy?

A. Distributors may advertise in general that the reseller has the "lowest prices," "will match or beat its competitor's prices" or any other similar phrases. Resellers may advertise in place of the price with language similar to, "Call for price" or "Add to cart to see price," etc. *The suggested language above applies so long as the distributor does not include any advertised price below the current MAP price before the point of sale and otherwise complies with the policy.*

Q. What are some examples of being compliant vs. non-compliant?

A. **Compliant** is advertising at full MAP price or when a user takes action to see the advertised price (i.e. adding product to cart to see pricing).

Non-compliant is advertising below full MAP price with no user action (i.e. advertising below MAP without adding an item to the cart).

Q: Will the MAP Policy ever change?

A: It may. U-POL reserves the right, at its sole discretion, to modify, amend, suspend or cancel the MAP Policy at any time without any advanced notice.

Q: How will I know if and/or when the MAP Policy changes?

A: U-POL will communicate any changes via email and on its website.

Q: Will U-POL consider requests for exceptions to the MAP Policy?

A: No. We want to ensure that the MAP Policy is uniform across all distributors.

Q: I have my own website, can I have an "add-to-cart" price that is lower than the MAP and not infringe U-POL's MAP policy?

A: Yes, it would only be an infringement if the advertised price on a distributor's website is lower than the prices outlined in U-POL's MAP policy.

Q: How does this MAP policy differ to the previous policy?

A: We have changed the definition of an advertised price to now include all pricing shown on retail and re-selling platforms such as Amazon, eBay, etc. as advertised pricing, whether shown as an in-cart price or a prior to an in-cart price. Distributor's own websites "in-cart" pricing however is not viewed as an advertised price.

Q: What happens when my distributor violates the MAP Policy?

A: U-POL reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if U-POL reasonably believes:

- i. a distributor has violated the provisions of this policy; or
- ii. a distributor intends to violate this policy.

Q: Where should questions or comments regarding the MAP Policy be directed?

A: Any questions regarding the MAP Policy should be addressed in writing to BrandIntegrity@u-pol.com U-POL sales and support representatives are **not** authorized or permitted to discuss or answer questions about this Policy, our enforcement of it, and/or non-compliance by any other distributor.



DRIVING SURFACE PERFECTION™

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U-POL MINIMUM ADVERTISED PRICE PROGRAM

PART NUMBER	DESCRIPTION	Current MAP Price	New MAP Price	Effective Date
UP4801	RAPTOR LINER BLACK STANDARD 1Q KIT	\$ 54.99	\$ 59.99	1-Jan-22
UP0820	RAPTOR LINER BLACK STANDARD 1G KIT	\$ 139.99	\$ 149.99	1-Jan-22
UP4802	RAPTOR LINER TINTABLE STANDARD 1Q KIT	\$ 54.99	\$ 59.99	1-Jan-22
UP0821	RAPTOR LINER TINTABLE STANDARD 1G KIT	\$ 139.99	\$ 149.99	1-Jan-22
UP4803	RAPTOR LINER BLACK STANDARD 2.6VOC 1Q KIT	\$ 54.99	\$ 59.99	1-Jan-22
UP0820V	RAPTOR LINER BLACK STANDARD 2.1VOC 1G KIT	\$ 139.99	\$ 149.99	1-Jan-22
UP4804	RAPTOR LINER TINTABLE STANDARD 2.1VOC 1Q KIT	\$ 54.99	\$ 59.99	1-Jan-22
UP0821V	RAPTOR LINER TINTABLE STANDARD 2.1VOC 1G KIT	\$ 139.99	\$ 149.99	1-Jan-22
UP4807	RAPTOR LINER WHITE STANDARD 2.6 VOC 1G KIT	\$ 158.99	\$ 169.99	1-Jan-22
UP4808	RAPTOR LINER WHITE STANDARD 1G KIT	\$ 158.99	\$ 169.99	1-Jan-22
UP4883	BLACK 2K AEROSOL	\$ 41.99	\$ 41.99	1-Jan-22

MAP PRICING BUNDLES

	Current MAP Price	New MAP Price	Effective Date
RAPTOR LINER GALLON KIT WITH GUN	\$ 149.61	\$ 159.99	1-Jan-22
RAPTOR LINER 6 QUART/LITER KIT	\$ 199.99	\$ 213.99	1-Jan-22
RAPTOR LINER 6 QUART/LITER KIT WITH GUN	\$ 211.49	\$ 226.99	1-Jan-22
RAPTOR LINER 8 QUART/LITER KIT	\$ 251.99	\$ 269.99	1-Jan-22
RAPTOR LINER 8 QUART/LITER KIT WITH GUN	\$ 263.98	\$ 282.99	1-Jan-22