

Industrial Revolution, Inc. (IR) believes in maintaining a well-regulated and fair marketplace for all its authorized resellers. IR designates products that are applicable to the IR Minimum Advertised Pricing (MAP) Policy. These products require the most education, service, and support to drive consumer awareness of the IR product features, benefits, and value.

At its sole discretion, IR reserves the right to limit or discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the published MAP.

GENERAL GUIDELINES

1. The products covered by this policy are listed in our current price list which can be delivered upon request. IR may in its sole discretion modify this list from time to time. Promotional items, closeouts, discontinued products and refurbished items are not subject to MAP pricing provided advertising clearly identifies the status of such items.
2. IR recognizes that dealers are free to make their own decisions to advertise and sell any IR product at any price they choose, without consulting or advising IR. Similarly, IR will exercise its right to make its own decisions regarding the IR Authorized Reseller Program ("IRARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The MAP Policy applies to advertised prices, not the price at which MAP Products are sold or offered for sale to an individual in-store or over the telephone.
4. Waivers to this MAP Policy may be granted in IR's sole discretion, exclusively by the IR Sales Department. IR Marketing, external sales representatives, sales contractors, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. If the Sales Department authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver. Deviation from the terms of a waiver is a violation of the MAP Policy.

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 that is not distributed to customers.
3. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and 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 thereby constitute "advertising" under this MAP Policy.

4. This MAP Policy also applies to any activity which IR 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.
5. At IR's sole discretion, IR reserves the right to modify or suspend MAP for specific products for a specified period.
6. 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 MAP and otherwise complies with this MAP Policy.
7. 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 IR Products, so long as no price is listed.

BUNDLING GUIDELINES

1. "Bundling" or advertising IR products for sale together with other products will violate this MAP Policy when:
 - a. the effective or stated price of the bundle represents a discount of greater than 10% of the MAP; or
 - b. the product(s) bundled with MAP Products violate IR's Intellectual Property rights; or
 - c. the product(s) bundled with MAP Products violate the IR Trademark and Brand Policy; or
 - d. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicators which may create customer confusion as to the source of the product(s); or
 - e. the effective or stated discount is greater than 15% of the highest-priced item in the bundle.
2. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
 - a. the effective or stated price of the incentive represents an immediate discount of greater than 10% of the MAP; or
 - b. the effective or stated price of the incentive represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
3. Rebate programs from IR, whether on MAP Products or IR's partners' products are exempt from this policy.

POLICY ENFORCEMENT

The MAP Policy will be enforced by IR at its sole discretion and without notice. IR's Sales Department is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.

IR monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Violations of this policy may include cancelation of pending orders, restricting future orders or products, suspending dealers' accounts, termination of our business relationship, as well as any available remedies at law.

All questions related to this MAP Policy should be directed to IR's VP of Sales: Chris Clark chris@industrialrev.com