



MINIMUM ADVERTISED PRICE POLICY

In order to enhance the protection of its brand image of quality and value and to encourage its Authorized Resellers to provide a high level of effective support to customers, Sunex® Tools has adopted a Minimum Advertised Price Policy (“MAP Policy”) for certain products (“MAP Products”). The MAP Policy will be effective December 9, 2019. It will apply to all advertising in connection with sales by Authorized Resellers in the United States concerning any MAP Product. The MAP Policy is important to enable Sunex® Tools to compete effectively in the marketplace while maintaining its image of quality and value. The MAP Policy will also help ensure that Sunex® Tools products are appropriately promoted in the marketplace.

The MAP Policy applies only to advertised prices. It does not, in any way, seek to regulate actual sale prices. It does not restrict the right of any Authorized Reseller to independently determine its own resale prices for any Sunex® Tools product. Neither Sunex® Tools nor any employee or agent of Sunex® Tools shall have any authority to instruct any Authorized Reseller as to what its resale prices must be or to interfere with the independent establishment of resale prices by any Authorized Reseller. Every Authorized Reseller is free to sell any Sunex® Tools product at any price that it deems appropriate.

Elements of the Minimum Advertised Price Policy:

1. It is the sole responsibility of the Authorized Reseller to stay current with the MAP Policy and to review the website to determine which products are MAP Products. Sunex® Tools provides the most current list of MAP Products and minimum advertised prices at <https://sunextools.com/support/mappolicy>.
2. For purposes of the MAP Policy, an “advertisement” includes any print or electronic media of any kind, including, but not limited to, ALL website pages (including search engines) and banners, social media (e.g. Facebook, Instagram, Twitter), emails, blogs, newspapers, magazines, flyers, brochures, posters, postcards, coupons, catalogs, billboards, television, radio ads, and other marketing or promotional materials.
3. The MAP Policy applies only to advertised prices and does not in any way restrict the Authorized Reseller’s ability to determine their own resale pricing.
4. It shall not be a violation of the MAP Policy to advertise that a customer may “call for price,” “email for price,” “add to cart,” or to use similar language. Free shipping, financing, and gift cards redeemable for value on future purchases do not violate the MAP Policy.
5. Terminology/phrasing which may be inclined to devalue the Sunex® Tools brand will not be permitted. Using phrasing such as “Clearance,” “Lowest Price guaranteed,” “Price Too Low to Advertise,” or similar wording or graphics is not permitted in any form of advertisement.



6. Sunex® Tools is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate penalties
7. Sunex® Tools reserves the right to determine and apply penalties if an Authorized Reseller is in violation of the MAP Policy, including, but not limited to, excluding the Authorized Reseller from participating in any special programs and promotions, limiting the supply of products, canceling existing orders, refusing new orders, or suspension or termination of the account
8. Sunex® Tools monitors the advertised prices of Resellers, either directly or via the use of third party agencies or tools. Upon verification by Sunex® Tools to its satisfaction that the Reseller has advertised or promoted a Product at a net price less than the MAP, or has otherwise violated this policy, Sunex® Tools will, in its sole discretion, take the following actions:
 - A. Upon Reseller's first violation, Sunex® Tools will issue a notice of violation to the offending Reseller via email. The Reseller will then have five (5) business-days from the date of Sunex® Tools notice to correct the violation.
 - B. If the Reseller does not correct the violation within the aforementioned five (5) business-day period, then the Reseller will be deemed to have committed a second violation of this Policy and Sunex® Tools may proceed as described below. If the Reseller corrects the first violation within the five (5) business-day period, but violates the policy again within six months, then Sunex® Tools may also proceed as described below.
 - C. Upon a Reseller's second violation, Sunex® Tools will issue a second notice of violation and Sunex® Tools will decide not to accept or fill any orders from reseller for the item in violation for a period of up to thirty (30) days from the date of the written notice of violation. The Reseller will have forty-eight (48) hours from the date of the second violation notice to correct the violation in order to avoid a third violation notice.
 - D. Upon a Reseller's third violation, Sunex® Tools will issue a third notice of violation by email to the reseller and Sunex® Tools will not accept or fill any orders from reseller for the item in violation for a period longer than 30 days or indefinitely, as determined by Sunex® Tools in its sole discretion.
 - E. If a reseller with multiple locations or online sites violates this MAP policy at any one location or associated site, then Sunex® Tools will consider this to be a violation by the reseller.



The MAP Policy has been unilaterally adopted by Sunex® Tools. Sunex® Tools neither solicits nor will it accept assurances by an Authorized Reseller that it will comply with the MAP Policy. Nothing in the MAP Policy shall constitute an agreement between Sunex® Tools and an Authorized Reseller. The Authorized Reseller can choose to comply or not comply with the MAP Policy. Sunex® Tools will not discuss conditions of acceptance related to the MAP Policy. The MAP Policy is non-negotiable and will not be altered, modified, or amended for any authorized reseller. Interpretation and enforcement of the MAP Policy shall at all times be in the sole and absolute discretion of Sunex® Tools. Sunex® Tools reserves the right to modify, change, or cancel this policy at any time.

All communications and questions regarding the MAP Policy must be directed to MAP@sunextools.com. No Sunex® Tools sales, channel marketing, or customer service representatives have authority to make exceptions or adjustments to the MAP Policy, or to interpret or explain the MAP Policy.