



## APW/Bakers Pride/Star Holdings Group (Holman, Lang, MagiKitch'n, Star, Toastmaster & Wells)

Minimum Advertised Price & Minimum Resale Internet Cart

### MINIMUM ADVERTISED PRICE (MAP) POLICY

#### **This Policy applies to all means of Advertised Pricing for all Middleby Commercial Foodservice Brands**

The APW/Bakers Pride/Star Holdings Group (hereinafter "the Group") and the Middleby Corporation (hereinafter "the Corporation") is committed to supporting our Authorized Dealers and Resellers selling the Group's products in or into the United States & Canada by continuing to provide high-quality, premium products for the foodservice industry while maintaining its brand equity and integrity. This Minimum Advertised Price Policy ("MAP") applies to ANY and ALL means of Advertised Pricing, to Any and ALL customers, for all Brands within the Group and the Corporation. Advertising at a price below MAP will be considered a violation of this Policy. This MAP Policy will apply to any activity which the Group or the Corporation determines, in their sole and absolute discretion, is designed or intended to circumvent the intent of this MAP Policy.

- MAP Policy pricing is the Current List Price less 45% for all Group products; and advertised at a price no less than rounded down to the nearest whole number off the Current List Price.
- If a Dealer offers or combines (i.e., "bundling") one or more products from a single or multiple brands of the Group or the Corporation in an advertisement, the aggregate price for all products by the Group and Corporation offered for sale in combination may not be lower than the cumulative MAP for each of the products when sold separately.
- At the Dealer's sole expense, the Dealer may offer or combine the following items of casters, warranty or freight into their product's sell price; not to be below the product's MAP price.

The MAP Policy applies to any advertisements of the Group's products and designs in any and all media, including but not limited to, print advertising (e.g. magazines, catalogs, newspapers, posters, flyers and direct mail), e-mail and facsimile advertising (e.g. broadcast campaigns, flyers, coupons and similar inserts), internet or similar electronic media (e.g. Amazon, eBay, Google), Dealer websites, internet banner ads, social media blasts, social networks, search engine advertising and all other types of digital signage.

All internet advertised prices must show the product's "MAP" price or higher. Any communications stating or implying that a price below MAP may be found elsewhere on the site, that is initiated by the Dealer, would constitute advertising and would be deemed a violation of this MAP Policy. Dealers may not make any statements, displays, or communications that indicate, state, imply, or suggest that a lower price may be found at the online check out, including but not limited to: "Call for Pricing", "Chat for Pricing", "Text for Pricing", "Click for Pricing", "Email for Pricing", "Add to Cart for Pricing", "Mouse Over for Pricing", "Log In for Pricing", strike-through the price, or any of the like. This includes "shopping cart price", "chat box price" and "emailed price" that appear on the internet in any format on any Dealer's public internet website or public internet-based account, including internet search engine shopping feeds, are all subject to the Group and the Corporate MAP Policy. Website features such as automated "bounce-back" pricing emails, pre-formatted email responses, forms, automatic price display, loyalty and reward point systems and other similar features are considered "advertising" under this MAP Policy. Under this MAP Policy, the Group and the Corporation prohibit the use of split-screen, side-by-side advertising, or pop-ups to advertise a similar product of any other brand other than those that are manufactured by other brands within the Corporation. The Group and the Corporation prohibit any Dealer from redirecting (automatically, inadvertently or otherwise) a customer who is in search of a product of the Group, the Corporation or item number to any other non-Middleby brand.

No Dealer may advertise a product of the Group or the Corporation at a price in violation of this MAP Policy on any third-party platform such as Amazon, eBay, Google or any like platforms in which it may operate as a vendor or have a re-distributor operate on its behalf. No Dealer may advertise a price in violation of this MAP Policy in an effort to match or beat a competitor's price. It is a violation of the MAP Policy to advertise a price below MAP pricing, even if such advertised price was automatically or manually generated due to a MAP Policy violation by a vendor or competition another medium or platform.

From time to time, the Group or the Corporation may discontinue certain products or engage in promotions with respect to certain products. In such events, the Group and the Corporation reserve the right to modify or suspend the MAP Policy with respect to the affected products at its sole discretion. Such changes shall apply equally to all Authorized Dealers of the Group and the Corporation.

### MINIMUM RESALE INTERNET CART PRICE (MRICP) POLICY

The Minimum Resale Internet Cart Price ("MRICP") applies to the final internet check out prices regardless of providing a customer "log in", membership or similar (e.g., shopping cart prices, chat box prices, emailed prices, and prices on the internet website or search engines) of the Group's or the Corporation's products. The Group requires that when Dealers sell select products (listed below) through internet sales that these products are subject to MRICP and are sold at a price no more than a 52% discount rounded down to the nearest whole number off the current List Price. This MRICP Policy will apply to any activity which the Group or the Corporation determines, in their sole and absolute discretion, is designed or intended to circumvent the intent of this MRICP Policy.

The MAP Policy and MRICP Policy apply only to advertised prices and do not apply to the price at which the products are actually sold or offered for sale to an individual customer at a Dealer's place of business, including contract negotiations, or negotiations in the field. The decision to implement and enforce the MAP Policy and the MRICP Policy is solely to protect the Group's and the Corporation's brands, reputation and competitiveness and the Authorized Dealers who promote and sell their products based on quantitative and qualitative factors.

**The MRICP policy applies to the following Group Brands and Brand product segments**

Brands in their Entirety

**Bakers Pride**

**Lang**

**MagiKitch'n**

Star Categories

**Holman** conveyor toasters

(All Labeled Products)

**Pro-Max** Panini's

(PST, PGT, PSC, PGC-Series Products)

**Star** (RTW-Series Products)

**Star-Max** (500 & 600-Series Products)

**Ultra-Max** (All Labeled Products)

Wells Categories

Drawer Warmers

Heated & Refrigerated Wells

(HT, H/RCP-Series)

Dry Wells (MDW models)

All Ventless Products

POLICY VIOLATIONS

These MAP and MRICP Policies are not intended as, nor are they to be construed as, an attempt by the Group or the Corporation to set advertised or resale prices or an agreement between the Group, the Corporation and any Authorized Dealer or other party. In addition, the Group and the Corporation will not accept any assurances of compliance with these MAP or MRICP Policies from any Authorized Dealer. Each Authorized Dealer must independently choose whether to comply with the terms of these MAP and MRICP Policies. These MAP and MRICP Policies are not negotiable and will not be altered for any individual Authorized Dealer.

The Group, the Corporation or their agent(s) will conduct a reasonable investigation in response to a suspected MAP and MRICP Policy violation. Failure to cooperate by any Authorized Dealer, including retaliatory actions by any Authorized Dealer with the Group's or the Corporation's investigation will be considered an additional violation.

Failure to meet the terms and conditions of the MAP and MRICP Policies will result in full, unconditional enforcement of the penalties described below. The event of a violation will be determined solely by the Group or the Corporation.

Dealer will be subject to penalties (over a 12-month period) up to and including but not limited to:

- **1st violation:** The Group or the Corporation at a minimum will issue an email communication to the non-compliant dealer requesting their compliance to the MAP and MRICP Policies. Failure to comply within 48 hours (2 days) or a repeated offense within a 3-month period will be considered a 2nd violation.
- **2<sup>nd</sup> violation:** The Group or the Corporation at a minimum will issue an email notification to the non-compliant dealer requesting their compliance to the MAP and MRICP Policies and will hold all Group shipments and/or the Corporation, until all violations are resolved. Failure to comply within 48 hours (2 days) or a repeated offense within a 6-month period will be considered a 3rd violation.
- **3<sup>rd</sup> violation** and each violation thereafter: The Group or the Corporation at a minimum will issue an email notification to the non-compliant dealer and buying group as applicable requiring their compliance to the MAP and MRICP Policies and will result in **(a) the dealer's net pricing being increased to a price that is 50% off of the Group's then current published List Price(s) and net pricing increased to standard market discounts off ALL Middleby Corporation Brands published List Prices and (b) any and ALL available rebates, marketing incentives, or program dollars (accrued or due in total) will be forfeited.** Failure to comply within 48 hours (2 days) or a repeated offense within a 12-month period, the Group or the Corporation at a minimum will issue an email notification to the non-compliant Dealer and buying group as applicable informing them of the a) indefinite suspension of their account with the Group and ALL Middleby Corporation Brands and b) permission to use the Group's and the Corporation's brand trademarks, trade names, individual brand and corporate logos, product images and product content will be indefinitely revoked. Reinstatement of the account, preferred pricing and applicable incentives or rebates may be re-evaluated by the Group and the Corporation in their sole discretion after 30 days.

DEALER ACCOUNTABILITY

In the case of a MAP or MRICP violation by a reseller who does not have an authorized relationship with the Group's or the Corporation's brands and instead purchases the Group's or the Corporation's products from an Authorized Dealer or any other reseller (i.e., dealer-to-dealer sale), the Group and the Corporation will pursue enforcement actions against the Authorized Dealer as provided above in these Policies.

OTHER PROVISIONS

These Policies are managed by the MAP/MRICP Policy Administrator(s) for the Group and the Corporation. Only the MAP/MRICP Policy Administrator(s), Group President and Group Vice President of Sales and Marketing may provide direction to Dealers concerning compliance with the MAP and MRICP Policies. And ONLY the Group Vice President of Sales and Marketing and Group President may authorize exceptions to the Policies. No other individuals, including any employee or representative of the Group or the Corporation, may provide such direction or authorizations regarding the Group's Policies to any Dealer. It is the Dealer's sole responsibility to remain aware of any changes to the MAP and MRICP Policies.

The terms of the MAP and MRICP Policies are confidential and are not to be disclosed to other parties. The Group and the Corporation have adopted the MAP and MRICP Policies unilaterally in furtherance of its independent business strategy and reserves, at its sole discretion, the right to change the Policies and to interpret, enforce and otherwise handle all questions and issues related to the Policies.