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## **INTERNET BRAND INTEGRITY POLICY (Effective as of October 1, 2018)**

Apex Tool Group, LLC and its affiliates (“ATG”) have unilaterally adopted this Internet Brand Integrity Policy (“Policy”), which is applicable to any distributor, dealer, or reseller who is authorized by ATG (“Authorized Distributor”) to sell APEX®, Campbell®, Cleco®, Crescent®, JOBOX®, GEARWRENCH®, Jacobs Chuck®, or WELLER® or other ATG branded products (collectively “ATG Tools Brand”). ATG Tools Brand products hold a premium position in the marketplace. In recognition of this and of the worldwide reach of internet advertising, ATG has adopted this Policy in order to promote the quality of ATG Tools Brand products, preserve individual pricing decisions, and maintain a fair business environment for all of our Authorized Distributors.

1. Authorized Websites. All Authorized Distributors advertising ATG Tools Brand products on the internet are subject to this Policy. The web address used for advertising ATG Tools Brand products must be registered with ATG and approved in writing to be an authorized website. (See ATG’s Internet Distributor Policy for how to register your website and become an authorized Internet Distributor of ATG branded products, which is available here: <http://www.apextoolgroup.com/page/reseller-policies>. This includes any address for an Authorized Distributor that conducts e-commerce through authorized third-party websites. Authorized Distributors may not advertise or sell ATG Tools Brand products through unauthorized websites.

2. Advertised Prices. This Policy is applicable to all internet advertised prices. An internet advertised price means the price for a product shown on a web browser search, Authorized Distributor home page, content on a webpage within the Authorized Distributor’s website or domain or, if the Authorized Distributor is conducting e-commerce through an authorized third-party website or domain, content on third-party websites, webpages or domains.

3. MAP Policy. In order to remain eligible for various benefits (including, but not limited to, co-op advertising funds and other marketing support, favorable product pricing), Authorized Distributors may not advertise or otherwise promote ATG Tools Brand products sold on the internet at a net price that is below the published Minimum Advertised Price (“MAP”) and must otherwise comply with the MAP Policy, if a MAP Policy exists for the relevant products. The relevant MAP Policy Statement lists those products covered by a MAP Policy and each product’s minimum advertised price, as well as examples of what does and does not violate the MAP Policy. You can find information on the relevant MAP Policies here: <http://www.apextoolgroup.com/page/reseller-policies>. This list of ATG Tools Brand MAP products and prices may be updated at any time, in ATG’s sole discretion as set forth in the MAP Policy statement.

4. Actual Sale Prices. Each Authorized Distributor remains free to establish its own resale prices and to sell ATG Tools Brand products at any price it chooses.

5. ATG Intellectual Property. ATG is the owner of the various trademarks used on and in connection with its products and the sale and distribution of ATG Tools Brand products, and as such, ATG at all times retains the exclusive right to control the use of those trademarks. ATG allows Authorized Distributors to resell only finished goods in their original packaging, which includes original UPC codes, warranty statements, and user manuals, when applicable. Dismantling or breaking up combo kits or combo deals, including the sale of individual components of a combo kit or combo deal is not allowed.

6. Product Identification. In order to maintain marketplace consistency to end-users, advertising must comply with these specifications: (a) product identification must contain the proper description, model number, and MAP if the Authorized Distributor wishes to include a price term in its internet advertising; (b) an Authorized Distributor's "own" part numbers are acceptable if they are consistent with ATG Tools Brand product specifications and MAP; and (c) Authorized Distributors cannot circumvent this Policy by implementing their own part numbers or part numbering schemes.

7. Consequences for Violations. In the event that the Authorized Distributor fails to abide by this policy, ATG reserves the right to withhold marketing funds and other marketing support, decline to extend favorable pricing, and cancel Authorized Distributor status or take other actions in ATG's sole and absolute discretion, including any actions as set forth in the MAP Policy Statement.

8. Unilateral Action by ATG. By implementing this Policy, ATG will act unilaterally at all times and will not solicit nor agree to any recommendation, request, or demand of any other person. All matters of interpretation and application of the terms of this Policy shall remain within the sole and absolute authority of ATG.

9. Reservation of Rights. ATG reserves the right at any time to: (a) change the prices of products subject to the MAP Policy and this Policy; (b) change the terms and conditions of this Policy; or (c) terminate the Internet Brand Integrity program. Whenever possible, ATG will endeavor to provide Authorized Distributors with at least ten (10) business days' notice of any changes in or termination of this Internet Brand Integrity Policy.

10. If you have any questions about this Internet Brand Integrity Policy, please feel free to contact us at [ATG-ResellerPolicy@ApexToolGroup.com](mailto:ATG-ResellerPolicy@ApexToolGroup.com).