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Minimum Advertised Price Policy
Cleco®, GEARWRENCH®, JOBOX®, and Weller® Products
U.S.A. & Canada
Effective January 1, 2019

Apex Tool Group, LLC and its affiliates (collectively "ATG") has established a new Minimum Advertised Price Policy ("MAP Policy") for selected Cleco®, GEARWRENCH®, JOBOX®, and Weller® (collectively "ATG MAPP Brand") products ("Products").

Effective January 1, 2019, this MAP Policy applies to all ATG MAPP Brand resellers (including wholesalers, dealers, distributors and others) that advertise and offer Products covered by this MAP Policy for sale in the United States of America or Canada (hereinafter, "reseller" or "you") whether selling online or through other distribution or sales channels. (Any existing minimum advertised pricing policy for any of the ATG MAPP Brand Products will continue in effect and shall be honored until the January 1, 2019, on which date they will be superseded by this new MAP Policy.)

ATG reserves the right to take appropriate action, including suspending or discontinuing sales of any applicable ATG MAPP Brand products to any U.S. or Canadian reseller that fails to adhere to this MAP Policy.

Advertised Pricing

The ATG MAPP Brands are market-leading brands in industrial and professional hand tools and power tools. The ATG MAPP Brands enjoy significant end user call-out. This MAP Policy has been established to help maintain the perceived market value of the ATG MAPP Brands' high-quality, professional products. This Map Policy also is designed to help ensure resellers have the incentive to invest resources into services for ATG MAPP Brands customers of the ATG MAPP Brands.

The "Minimum Advertised Price" for Products will be derived from the published list price in effect at any given time under these guidelines. **All advertised pricing on the selected ATG MAPP Brand Products will not be less than the price reflected in the relevant Pricing Schedule for each ATG MAPP Brand (available at <http://www.apextoolgroup.com/page/reseller-policies>).**

Under this MAP Policy, the following conditions apply:

- 1) Advertising shall not include language or graphics that state or suggest that an ATG MAPP Brand Product is being promoted at a price less than the MAP Policy price. For example, it would violate the MAP Policy and the following are not allowed:
 - a. Displaying a price above the actual list price of a Product for the purpose of discounting below the MAP price.
 - b. A strike-through of the MAP price of a Product or showing the price of the Product with a slash line through it in a manner that states or suggests that the advertised offer is less than the MAP Policy price.

- c. The advertised bundling of Products and/or services in lieu of an advertised price for included Products (i.e., no charge product, etc.).
 - d. Statements referring to a discount for a Product that will be applied in the “shopping cart” or “checkout” in a manner that states or suggests the advertised price would be less than the MAP Policy price.
 - e. Advertise “\$X off” or “X% off” in a manner that states or suggests that the advertised offer for a Product is less than the MAP Policy price (i.e., MAP Policy products must be specifically identified as excluded from the offer if the discount would result in a price lower than MAP).
 - f. Advertise any Product as a “free” or “gift” or “value added” item, except as expressly authorized by ATG in advance in writing. (However, offers of “free shipping” are not prohibited under this MAP Policy.)
 - g. Use language such as “Sale Price” or “New Low Price” or words such as “Subtract,” “Less” or “Marked Down,” in a manner that states or suggests the advertised offer is less than the MAP Policy price.
- 2) This MAP Policy applies to all advertising, which for purposes of this MAP Policy means the communication of product pricing information through any media (other than in-store or at point of sale) directed to end users of any Product. Advertising covered by this MAP Policy includes, but is not limited to the following: printed ads or materials (i.e., brochures, catalogs, coupons, direct mail, flyers, magazines, newspapers), electronic ads and materials, emails, radio, and television, websites, webpages and other forms of online communication or internet advertising (e.g., banner ads, pop-up ads, or text ads). This MAP Policy applies to all websites or webpages that offer purchase capability and describe or otherwise promote ATG MAPP Brand Products. This MAP Policy does NOT apply to websites or webpage(s) that represent a wholesaler’s point of sale to a reseller or trade professionals provided those websites or webpages require a customer login to view the advertised price (e.g., customer online account locations such as Dealer login or Account Login websites or webpages).
 - 3) Electronic or verbal quotes provided in direct response to customer requests are not classified as “advertisements” and, therefore, may contain discounted or sale pricing. This Policy does not prohibit a “click for price” feature on a website whereby the actual price for the item being sold may be obtained or negotiated. This MAP Policy also does NOT apply to the display of price during the “checkout” stage of an online purchase.
 - 4) Resellers advertising on any third-party or affiliate website must adhere to this MAP Policy for such advertising. This includes portal sites, natural or paid search engine listings, shopping sites, auction sites and banner or pop-up advertising.
 - 5) Resellers may not link their website to any other site that displays prices for Products that are less than the applicable MAP Policy prices.
 - 6) Reseller may not knowingly resell any ATG MAP Brand Products to any other person or entity that advertises or promotes a MAP Product at a price that is less than the applicable MAP Policy price for that Product. In addition, reseller shall communicate this MAP Policy to its customers and cause any of its customers that resell ATG MAP Brand Products to do so only on terms that comply with this MAP

Policy. Reseller shall cooperate with any actions taken by ATG against any dealer, distributor or reseller that buys from Reseller and violates this MAP Policy.

- 7) This MAP Policy applies only to advertised prices for ATG MAPP Brand Products. You are free to determine your own resale prices, and no ATG employee or agent is authorized to suggest otherwise. Any reseller who believes that an ATG representative has offered or sought an agreement fixing, limiting or otherwise affecting resale prices of any ATG products should notify ATG immediately at ATG-Legal@ApexToolGroup.com.
- 8) From time to time ATG may engage in promotions with respect to certain Products. In such events, ATG reserves the right to modify or suspend this MAP Policy for certain or all covered ATG MAPP Brand Products. ATG will make reasonable efforts to notify all resellers of such change. However, ATG reserves the right to adjust the MAP for Products, at any time, without notice.

Policy Oversight

ATG will review reseller advertising and distribution practices from time to time and may retain independent third parties to conduct such reviews without notice to you. ATG will administer its MAP Policy as the sole and final arbiter of any interpretation or dispute. ATG's decisions regarding this MAP Policy and any violations of the same will be final.

ATG reserves the right, in its sole discretion, to modify, amend, or cancel this MAP Policy (including changing or temporarily suspending MAPs for certain Products) and will make reasonable efforts to give you written notice of such changes. However, should ATG be unable to provide advance notice of such changes, they will nevertheless become effective.

Policy Enforcement

ATG, in its sole and absolute discretion, will determine the appropriate consequence for each violation. The consequences for violations of this policy may include, but are not limited to, the following: (a) reduction or elimination of marketing funds or similar marketing support for reseller; (b) suspension of shipments to reseller of any or all ATG MAPP Brand Products included in a offending advertisement or a broader class of ATG MAPP Brand Products; (c) removal of reseller from the relevant ATG MAPP Brand website, including any listing as an authorized internet distributor or reseller; or (e) termination of some or all applicable ATG MAP Brand Products sales to reseller; or (f) any other measure that ATG deems necessary or appropriate to address a violation of this MAP Policy.

The preceding enforcement measures are necessary to protect ATG's reputation and the integrity of ATG MAPP Brand Products, as well as to protect our resellers who do comply with this MAP Policy. If a reseller does not timely correct its violation of this MAP Policy or a reseller violates the MAP Policy anew, ATG reserves the right to continue such consequences or impose new consequences unless and until the reseller is in full compliance with this MAP Policy.

If you have any questions about this MAP Policy, please feel free us to contact ATG-ResellerPolicy@ApexToolGroup.com.