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**Apex Tool Group, LLC Internet Minimum Advertised Price Policy
for the United States of America for Crescent® (including H. K. Porter®, JOBOX®, Lufkin®, Nicholson®, and Wiss®) and
GEARWRENCH® Products
Effective: April 1, 2025**

I. Purpose

There are certain online advertising practices that undermine the reputation, brands, goodwill, and premium image of Crescent®, including H. K. Porter®, JOBOX®, Lufkin®, Nicholson®, and Wiss® (collectively "Crescent") and GEARWRENCH® products with Apex Tool Group, LLC and its affiliates' (collectively, "ATG") prospective purchasers and discourage downstream sellers from investing in these products and providing the best possible service and support to end users. To protect the integrity of its Crescent and GEARWRENCH brands, ATG is implementing this Internet Minimum Advertised Price Policy ("IMAP Policy") for selected Crescent and GEARWRENCH products, identified in the IMAP Schedule ("IMAP Products").

Effective April 1, 2025, this IMAP Policy applies to all authorized distributors, wholesalers, and resellers (collectively "Sellers") that advertise IMAP Products for sale to end users online in the United States of America. This IMAP Policy supersedes all prior policies or representations made by ATG regarding minimum advertised prices or minimum resale prices for the IMAP Products applicable to all Sellers.

II. The Internet Minimum Advertised Price

The "Internet Minimum Advertised Price" ("IMAP") is the lowest price at which the IMAP Products may be advertised online on the online forums authorized by ATG in its U.S. Authorized Seller Program that went into effect on November 1, 2024. **The IMAP for each IMAP Product is listed on the IMAP Schedule (available at <https://www.apextoolgroup.com/reseller-policies>).** The IMAP Schedule will be made available to all Sellers and may be changed by ATG at any time in its discretion. Sellers are responsible for reviewing the current IMAP Schedule, but ATG will work to notify Sellers promptly when updates are made to it. ATG is solely responsible for (1) establishing the IMAP for each IMAP Product and (2) communicating the IMAP Policy and IMAP Schedule to all Sellers (including via directing any wholesaler to pass down the IMAP Policy to its Sellers). **While Sellers remain free to advertise and sell all Crescent and GEARWRENCH products (including the IMAP Products) at any price, it is a violation of this IMAP Policy for a Seller to advertise any IMAP Product at a price lower than the IMAP unless otherwise set forth herein.**

III. Advertising

This IMAP Policy applies to all online "advertising," which means the communication of all promotional or pricing information of any IMAP Product through the internet or any mobile application directed to end users. Advertising covered by this IMAP Policy includes, but is not limited to, the following: electronic ads and materials (e.g., online brochures, online catalogs, online coupons, online flyers, online magazines, online newspapers), emails, social media, mobile/smart phone applications, affiliate marketing networks/comparison shopping engines, websites, webpages and other forms of online communication or internet advertising (e.g., banner ads, pop-up ads, or text ads). "Advertising" also includes all websites or webpages that offer purchase capability and describe or otherwise promote IMAP Products prior to the Final Online Checkout Stage (defined below).

The term "advertising" does not include:

- 1) Signage and other pricing information displayed within a brick-and-mortar selling location; and
- 2) Pricing information displayed at the Final Online Checkout Stage, which is generally the final step of the online transaction when the price displayed is the price to be paid and when the customer's name, shipping address, email address, and payment information for the transaction are required.

IV. Policy Violations and Permissible Promotions

Under this IMAP Policy, the following applies:

- 1) **Advertisements that violate this IMAP Policy include, but are not limited to:**
 - a) Displaying online the advertised price of the IMAP Product(s) below the IMAP.
 - b) Advertising “see price in cart,” strikethroughs of advertised price, or other statements (e.g., “sale price,” “new low price,” “mark down” or “hidden price”) that indicate or suggest that a lower price for an IMAP Product may be found after the IMAP Product has been added to the online shopping cart, or that an advertised price is too low to show.
 - c) Advertising sales, promotional codes, or similar offers, if such offers would result in an advertised price lower than IMAP. See Sections IV(2)(a) and (b) below for how to engage in a site-wide, brand-wide, or category-wide sale in a manner that does not violate this IMAP Policy.
 - d) Advertising “\$X off,” “X% off,” or other language that indicates or suggests that the advertised price for an IMAP Product is less than the IMAP.
 - e) Permitting any third-party to alter the advertised price for any IMAP Product(s).
 - f) Linking the Seller’s Permissible Public Website (as defined in the U.S. Authorized Seller Program documents) to any other site that displays prices for IMAP Product(s) that are less than the applicable IMAPs.
 - g) Direct or indirect attempts to circumvent this IMAP Policy.
- 2) **Notwithstanding the prior advertisements that constitute violations in Subsection 1 above, it is not a violation to advertise the following:**
 - a) **Site-Wide Sales:** Site-wide sales on Seller’s Permissible Public Website (as defined in the U.S. Authorized Seller Program documents) which result in an IMAP Product being advertised at a price lower than the IMAP, provided the site-wide coupon or promotion (1) applies to all or substantially all products offered by the Seller on Seller’s Permissible Public Website and (2) does not calculate the application of the coupon or promotion to the advertised price for the IMAP Product.
 - b) **Brand-Wide/Category-Wide Sales:** Brand-wide or category-wide sales which result in an IMAP Product being advertised at a price lower than the IMAP, provided that
 - i. Seller notifies ATG at ATG-ResellerPolicy@ApexToolGroup.com at least 14 days prior to the start date of the brand-wide or category-wide sale and the terms of said sale (e.g., duration, affected IMAP Products, amount of discount);
 - ii. brand-wide or category-wide sales do not exceed 30 days in a quarter;
 - iii. the brand-wide or category-wide coupon or promotion does not result in an advertised price of more than twenty percent (20%) below the IMAP Product’s IMAP; and
 - iv. the brand-wide or category-wide coupon or promotion does not calculate the application of the coupon or promotion to the advertised price for the IMAP Product.
 - c) **Customer-Initiated Solicitations for Price:** A “request for quote” feature on a website whereby the actual price for the item being sold may be obtained or negotiated and electronic or verbal quotes are provided in direct response to end user customer requests.
 - d) **Free/Reduced Price Shipping:** Free or reduced-price shipping advertisements, as long as such offer applies to all or almost all other products offered by the Seller in the same product category.
 - e) **Universal Store Credit Card Promotions:** A store program or offer that applies to all or substantially all products offered by Seller and is accessible only with use of a Seller’s store credit card, provided that any discount or promotion associated with use of the Seller’s store credit card (1) is advertised in such a way that does not imply a discount below the IMAP Product’s IMAP, and (2) the advertisement for the discount or promotion does not calculate the application of the discount or promotion to the advertised price of the IMAP Product.

V. IMAP Holidays

From time to time, ATG may announce holidays or promotions that are applicable to all Sellers with respect to certain IMAP Product(s). In such events, a Seller that advertises an IMAP Product in compliance with the terms of the IMAP holiday will not be considered to have violated this IMAP Policy.

VI. This Policy Is Not an Agreement and Is Non-Negotiable

This IMAP Policy is not an agreement between ATG and any other entity. ATG does not seek and will not accept any promise of compliance with this IMAP Policy from any Seller or other party, and each Seller must independently choose whether to comply with this IMAP Policy. **This IMAP Policy is not negotiable and will not be altered for any individual Seller.**

VII. Noncompliance

ATG will take the following actions against any Seller that does not comply with this IMAP Policy:

Written notice(s).

Shipping hold for the IMAP Product(s) in violation. The shipping hold will start on the date of the violation notice and continue for 60 days after Seller has addressed the violation. During this period, ATG will cancel pending shipments to Seller and not accept new orders from Seller for the IMAP Product(s) in violation. All wholesalers will be notified that Seller is not authorized to purchase IMAP Product(s) in violation during this period.

Revocation of "authorized" status for the IMAP Product(s) in violation. ATG will cancel pending shipments to Seller and no longer accept new orders from Seller for the IMAP Product(s) in violation. All wholesalers will be notified that Seller is no longer authorized to purchase IMAP Product(s) in violation.

ATG, in its sole and absolute discretion, will enforce this IMAP Policy. Sellers have no right to enforce this IMAP Policy. Repeated violations of the IMAP Policy will result in ATG terminating Seller's account.

VIII. Policy Oversight and Administration

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

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

Please note that ATG employees or agents cannot modify, interpret, or grant any exceptions to this IMAP Policy; cannot solicit or obtain the agreement of any person or entity to comply with this IMAP Policy; and cannot otherwise discuss any aspect of this IMAP Policy with any Seller, including any Seller's compliance with the terms.

If Sellers have any questions about this IMAP Policy, please contact the ATG IMAP Administrator at ATG-ResellerPolicy@ApexToolGroup.com. ATG will not accept any other form of communication from Sellers regarding this IMAP Policy.