

DELIVERING FRESH. ALWAYS."

## Minimum Advertised Price Policy

The MAP Policy establishes a minimum advertised price for each of the SCC Products as specified on the price list(s) or product list(s) provided or otherwise made available to each Dealer by SCC, or otherwise communicated by SCC Notice intended for such Dealer. For purposes of these Policies, "SCC Notice" means notice from SCC to a Dealer provided or made available electronically or otherwise, such as, but not limited to, posting on one or more websites designated by SCC.

**MAP DEFINITION AND APPLICATION** MAP is equal to 50% off published list price. Dealers may advertise prices equal to or greater than the MAP Policy for covered products sold as "new".

This MAP Policy prescribes the lowest price that an authorized Dealer may advertise in any form of advertising, including, but not limited to, internet (including "add to cart" pages), print, direct mailing, radio, group, or "broadcast" email, and all other forms of pricing advertisement.

Any direct request for pricing made by an individual prospective purchaser to a Dealer in person or through other deliberate action is considered to be a request for a price quotation from the prospective purchaser to the Dealer, thus MAP does not apply. On a website, this would occur only when the prospective purchaser indicates an intention to purchase by going to the "checkout" page, "purchase now" page or equivalent page.

The MAP Policy is not applicable to any in-store advertising that is displayed only in a physical store location. In-store displays, point-of-sale signs, hang-tags, bar-codes, QR codes, or similar marks on products or product packaging which present the price are not considered "advertising" for purposes of this MAP Policy.

Prices displayed on the "checkout" page, "purchase now" page or equivalent page are also not considered advertising for purposes of the MAP Policy.

The MAP Policy is not applicable to password-protected (log-in) sites.

This Policy does not affect or restrict the price at which an authorized Dealer actually sells our products. Our authorized Dealers are free to sell products at whatever price they may choose.

## MAP DISCLOSURE OR UNDERCUTTING PROHIBITED

The wording "minimum advertised price," "MAP Price," and/or "MAP" or similar references to the MAP Policy shall not appear in any advertisement, quotation, or communication.

Advertisements are permitted to invite shoppers to request a price quotation by including one of these phrases: "Call for Price", "Request a Quotation", or "Log-in for Price".

## PROMOTIONAL PRICING AND DISCONTINUED PRODUCTS

From time to time, we may conduct promotions for products covered by the MAP Policy. In such events, we reserve the right to modify or suspend the MAP with respect to the promotional products by notifying authorized Dealers of such promotions.

Structural Concepts further reserves the right to adjust the MAP with respect to all or certain products in its sole discretion upon written notice to authorized Dealers. Upon the Company's prior written notification, authorized Dealers may advertise such products consistent with the written notification. We may also suspend or eliminate MAP pricing on discontinued products in its discretion, upon notice to its authorized Dealers.

**MAP ENFORCEMENT** Structural Concepts will monitor compliance with this Policy. Our enforcement process allows immediate correction of errors, with subsequent penalties for delays or repeated violations. The consequences are targeted at the violator, and are not intended to penalize the purchaser.

In the event a violation is determined, the following actions will be taken:

- First Violation: The Dealer will be contacted via e-mail and allowed 24 hours to comply with the
  Policy. If correction is made, the violation is recorded, but no penalties will apply. If the violation
  is not corrected within 24 hours, then the Dealer will again be notified via e-mail and a second
  violation will be recorded.
- Second Violation: The Dealer will be contacted via e-mail and allowed 24 hours to comply with the Policy. If correction is made, the violation is recorded, but no penalties will apply. If the violation is not corrected within 24 hours, then the Dealer will be notified via e-mail and a third violation will be recorded.
- Third Violation: The Dealer will be notified via e-mail and all shipments of products will be suspended until all violations are resolved.



