



MINIMUM ADVERTISED PRICING POLICY

RIGID industries is implementing a Minimum Advertised Pricing (MAP) Policy (the “Policy”) for selected RIGID industries products (“MAP Products”) which we believe is required for our resellers to remain competitive in the marketplace and generate sufficient margins to support our brand. RIGID industries firmly believes that this MAP Policy will maximize new product introduction success and overall competitiveness throughout the various sales channels.

The list of MAP Products is attached. Please see below for the terms of the RIGID industries MAP Policy:

- All resellers who wish to sell MAP Products will be required to comply with the MAP Policy.
- Compliance with RIGID industries MAP Policy means that MAP Products may not be advertised at a price below the MAP established by BRAND.
- The MAP Policy applies to all advertisements of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalog, mail order, internet/e-commerce or similar electronic media including websites, email newsletters, email solicitations, television, radio and public signage. It does not apply to in-store (brick and mortar) advertising.
- From time to time, RIGID industries will issue a written, updated list of MAP Products and associated pricing.
- RIGID industries reserves the right to modify the MAP Policy and list of MAP Products at any time and for any reason and will inform our resellers in writing of any such changes at least 72 hours before the change is effective.
- The RIGID industries MAP Policy and current list of MAP products can be found at [\[insert link\]](#).
- RIGID industries will inform resellers if and when a MAP expires for any MAP Product. Expiration will remove all MAP requirements for the specified product(s).
- If a MAP Product is advertised below the MAP, RIGID industries will, adhere to a “3-strikes” policy:
 - 1) **1st violation:** Upon learning of the violation RIGID industries will notify the reseller in violation of the Policy who shall be required to correct the below MAP advertised price(s) within 24 hours of written notification. If the violation is not corrected to RIGID industries satisfaction within 24 hours, RIGID industries may, in its sole discretion, impose penalties including suspending shipment to the reseller of said product category until the violation is corrected.
 - 2) **2nd violation:** Upon learning of a 2nd violation by the reseller involving the same product, RIGID industries may, in its sole discretion, impose penalties including suspending shipments and refusing to accept further orders for said product category. Thirty (30) days after the violation has been corrected to RIGID industries satisfaction, shipments and order acceptance can recommence.
 - 3) **3rd violation:** Upon learning of a 3rd violation by the reseller involving the same product, RIGID industries may, in its sole discretion, impose penalties including suspending shipments and refusing to accept further orders for said product category. One-hundred and eighty (180) days after the violation has been corrected to RIGID industries satisfaction, shipments and order acceptance can recommence.
- MAP Policy compliance will be monitored by RIGID industries and the Policy enforced strictly and uniformly.
- The MAP Policy will operate independently of any other program.
- The MAP Policy applies only to advertised pricing. It does not apply to actual sale price. RIGID industries resellers remain solely responsible for setting the price at which they sell all products.

All questions about the policy should be in writing and directed to MAP@RIGIDindustries.com

No RIGID industries representative or employee has authority to modify or alter this Policy. If a reseller learns of any modification or alteration of the Policy or an attempt to do so, the reseller should immediately notify MAP@RIGIDindustries.com at the address provided above.