

BRIZO BRAND MAP POLICY

To: All Brizo® Brand Impressions Showrooms, Wholesalers, Distributors, and Kitchen and Bath Dealers

Re: **Brizo Brand Minimum Advertised Price Policy**

Revision Date: November 1, 2014

Delta Faucet Company (DFC) has adopted the following Minimum Advertised Price (MAP) policy for its Brizo product offerings. This MAP Policy applies to all Brizo Brand Impressions Showrooms, Wholesalers, Distributors, and Kitchen and Bath Dealers, is effective December 8, 2014, and replaces and supersedes any prior MAP policies.

Delta Faucet Company's premium Brizo brand offers consumers distinctive designs and inventive technologies that meet the discerning demands of the high-end consumer. DFC is committed to maintaining this high-end, quality image of the Brizo brand. Among other things, Delta Faucet Company has selectively appointed only Impressions Showrooms, Wholesalers, Distributors, and Kitchen and Bath Dealer customers to promote and sell Brizo products. DFC also has established marketing, display and sales expectations for Brizo products that these customers must satisfy, which ensure that consumers select and purchase Brizo products in an atmosphere consistent with its premium brand image.

Delta Faucet Company believes that certain advertising practices are inconsistent with its competitive strategy for the Brizo brand and its image. These practices also may undermine the commitment of Delta Faucet Company and the Impressions Showrooms, Wholesalers, Distributors, and Kitchen and Bath Dealers to provide an appropriate level of service, merchandising, advertising and promotion in the support of Delta Faucet Company's strategy and the Brizo brand image. This Policy applies to all Brizo branded products (Brizo Products) with the exception of repair parts and accessories, which are not considered Brizo Products for purposes of this Policy and shall not be subject to this Policy.

In keeping with the strategy outlined above, Delta Faucet Company has adopted the following policy:

1. Impressions Showrooms, Wholesalers, Distributors, and Kitchen and Bath Dealers shall not advertise any Brizo Product in any media (including, without limitation, print, radio, television, Internet and electronic) at a consumer advertised price lower than the Minimum Advertised Price established by Delta Faucet Company from time to time for that product. For purposes of this Policy, the advertised price is that price which results from the application of any coupons, giveaways or other consideration provided in connection with the offered transaction.
2. Advertisements that do not advertise a price for a Brizo Product are considered to be in compliance with this Policy.
3. Delta Faucet Company has established a Minimum Advertised Price of 28% below DFC's then-current suggested retail price for all Brizo Products. Delta Faucet Company reserves the right, in its sole discretion, to change the Minimum Advertised Price generally or with respect to certain products and, if it does so, it will provide you with notice of such change at least 30 days in advance. This Policy shall not apply to products that are designated as obsolete or discontinued by DFC in its sole discretion.

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4. Impressions Showrooms, Wholesalers, Distributors, and Kitchen and Bath Dealers shall not sell any Brizo Product to any person or entity that it knows or reasonably expects will advertise Brizo Products in any media (including, without limitation, print, radio, television, Internet and electronic) at a price lower than the Minimum Advertised Price established by Delta Faucet Company.
5. Impressions Showrooms, Wholesalers, Distributors, and Kitchen and Bath Dealers are free to establish their own actual sale prices for Brizo Products and their own advertising policies.
6. Any advertisement that violates this Policy shall not be eligible to receive reimbursement under any advertising program that otherwise may be available to the Impressions Showroom, Wholesaler, Distributor, or Kitchen and Bath Dealer for such advertisement.
7. If any Impressions Showroom, Wholesaler, Distributor, or Kitchen and Bath Dealer fails to comply with this Policy, the following consequences shall apply:
 - a. First Violation: Written Warning (may be via email).
 - b. Second Violation: Second Written Warning (may be via email)
 - c. Third Violation: Delta Faucet Company will stop selling Brizo products to the Impressions Showroom, Wholesaler, Distributor, or Kitchen and Bath Dealer for 30 days.
 - d. Fourth Violation: Delta Faucet Company will stop selling Brizo products to the Impressions Showroom, Wholesaler, Distributor, or Kitchen and Bath Dealer for 60 days.
 - e. Fifth Violation: Delta Faucet Company will stop selling Brizo products to the Impressions Showroom, Wholesaler, Distributor, or Kitchen and Bath Dealer for six months.

Notwithstanding the foregoing, (i) after a first violation, a failure to comply with this Policy will not be treated as a violation unless it occurs (or continues) more than two days after a previous violation, and (ii) any violation of this Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
8. Delta Faucet Company reserves the right, in its sole discretion, to stop selling Brizo Products to any Brizo Reseller that DFC deems to be a chronic violator or that otherwise demonstrates its unwillingness to comply with the Policy.
9. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be approved in advance by DFC, in its sole discretion.

Delta Faucet Company has adopted this Policy unilaterally in furtherance of its independent business strategy for its Brizo brand. Each Impressions Showroom, Wholesaler, Distributor, and Kitchen and Bath Dealer is free to decide independently whether to follow this Policy.

No DFC employee or representative is authorized to modify or change this Policy for any

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particular Impressions Showroom, Wholesaler, Distributor, or Kitchen and Bath Dealer. Delta Faucet Company alone will implement, interpret and enforce this Policy in its sole discretion and independent judgment. Delta Faucet Company does not expect, and will not accept, any assistance from or agreement with you about this Policy or its implementation, interpretation or enforcement.

Please make sure that all appropriate people in your organization receive a copy of this Policy. Delta Faucet Company reserves the right to amend or discontinue this Policy at any time, and we will notify you of any such amendment or discontinuation. This Policy is in addition to and separate from all other Delta Faucet Company policies.

Thank you for your continued support of Brizo® products.