

Brasstech, Inc. Minimum Advertised Price (MAP) Policy

As part of its strategy to market the finest in decorative hardware and plumbing products, Brasstech, Inc. has adopted the following Minimum Advertised Price Policy (“Policy”) for Ginger®, Brasstech®, and Newport Brass® branded products (the “Products”) sold by Brasstech, Inc. This Policy is effective March 1, 2016, and applies to all advertisements of the Products by Brasstech, Inc.’s Brasstech, Inc. Brand Showrooms, Wholesalers, Distributors and Kitchen and Bath Dealers (“Customers”). Advertised prices of the Products may not appear at a price below minimum advertised price as follows:

The Products may not be advertised at a price below a minimum advertised price of; 30% off of Brasstech and Newport Brass branded products and 45% off of Ginger branded product based on current published List Price (the “List Price”), net of all discounts, premiums, coupons or allowances offered for all products appearing in its Price Book File. Resellers that advertise “Click for better price”, “Call for pricing” or any similar statement will be deemed in violation of the Policy. Product promotions with a price lower than the minimum advertised price shall not be considered a violation of this Policy if they are advertised in conjunction with a Brasstech, Inc. promotional initiative. Shipping charges and actual selling prices of products appearing in the Price Book File are determined at the sole discretion of the retailer.

Brasstech, Inc. Customers must convey the terms of this Policy to all of their customers who are resellers of the Products. Customers shall not sell any of the Products to any person or entity that it knows or reasonably expects will advertise the Products in any media at a price lower than the minimum advertised prices established by Brasstech, Inc.

Consequences for violations of this Policy are as follows:

1. First Violation: Written warning from Brasstech, Inc.
2. Second Violation (within 12 months of first violation): Brasstech will remove the Customer from all links and listings on Brasstech, Inc.’s web sites and from referrals generated by Consumer advertising.
3. Third Violation (within 12 months of first violation): Brasstech will remove the Customer from all links and listings on Brasstech, Inc.’s web sites and from referrals generated by Consumer advertising, and will suspend the Customer’s purchasing status for seven (7) days.
4. Fourth Violation (within 12 months of first violation): Brasstech will remove the Customer from all links and listings on Brasstech, Inc.’s web sites and from referrals generated by Consumer advertising, and will suspend the Customer’s purchasing status for thirty (30) days.

5. Fifth Violation (within 12 months of first violation): Brasstech reserves the right to suspend the Customer's purchasing status indefinitely or terminate the Customer relationship.

Brasstech, Inc. has adopted this Policy unilaterally in furtherance of its independent business strategy. No Brasstech employee or representative is authorized to modify or change this Policy for any particular retailer. Brasstech, Inc. alone will implement, interpret and enforce this Policy in its sole discretion and independent judgment. Brasstech, Inc. 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. Brasstech, Inc. may amend or discontinue this Policy at any time and we will notify you of such amendment or discontinuation. This Policy is in addition to and separate from all other Brasstech, Inc. policies.

Thank you for your continued support of Brasstech, Inc. products.