

JULIEN INC. UNILATERAL POLICY AND GUIDELINES FOR U.S. ADVERTISED PRICES

JULIEN INC. hereby announces the Unilateral Policy and Guidelines for Advertised Pricing that applies to advertising of JULIEN products in the United States. The Policy is effective as of January 1st, 2010.

The Policy

JULIEN products possess a well-deserved image of high quality, uniqueness, and luxury. Thus, maintaining the products' image and encouraging customer service will most effectively promote sales of JULIEN products over the long term. To that end, JULIEN INC. has established the Unilateral Policy and Guidelines for Advertised Prices (the "Policy"). Under the Policy, JULIEN INC. will unilaterally establish a minimum advertised price ("MAP") for JULIEN products ("MAP Products") and guidelines for advertising the prices of MAP Products.

The Policy applies to advertising of MAP Products by resellers, including specifiers, and dealers, whether the reseller is a direct or indirect customer of JULIEN INC. For purposes of the Policy, if a customer of a direct purchaser from JULIEN INC. (an "indirect reseller") advertises a MAP Product for resale and the indirect reseller's advertising does not comply with the Policy, JULIEN INC. will treat the indirect reseller's non-compliance with the Policy as non-compliance by the direct purchaser, with JULIEN INC. taking such action as prescribed in the Policy against the direct purchaser.

The prices covered by the Policy are advertised prices only, and not selling prices. Each reseller is free to sell JULIEN products, whether or not the products have a MAP, at the prices it believes appropriate. Each reseller is also free to decide if it wishes to participate in the MAP program and its decision regarding compliance with the Policy are its alone. JULIEN INC. does not seek, nor will it accept, any reseller's assurance of compliance with the Policy. In the event that a reseller advertises a JULIEN product in

non-compliance with the Policy, JULIEN INC. will unilaterally take the action described below.

No representative or employee of JULIEN has the authority to alter, deviate from, or impose conditions on the Policy.

MAP Products and their MAP

All products listed in JULIEN INC.'s Price lists dated June 1st, 2009 and thereafter are MAP products. The MAP that may be advertised for each MAP Product is a maximum discount of 30% off the product's suggested list price. JULIEN INC. reserves the right at any time, and upon written notice, to change the MAP Products covered by the Policy and the MAP for any such Product. The use of any trademark, tradename, logo or image of a MAP Product in conjunction with prices that are in violation of this Policy are unauthorized and shall constitute unauthorized trademark use subjecting the user to all available penalties.

Price Advertising Guidelines – General

If advertising covered by the Policy (see below) promoting a MAP Product shows a specific price or netted down price it must be at or above the Product's MAP. Using free product offers, percentage discounts, rebates, credits, couponing, or other devices that net a MAP Product's advertised price below its MAP does not comply with the Policy.

Price Advertising Guidelines – Internet

All displays of MAP on a website must be in close proximity to the product image, clearly identify the specific product by part and/or kit number and show a price that is at or above the product's MAP. Use of devices such as "click here for pricing" and hyperlinking to another location on the website or to a third party's website to show a price for MAP Products does not comply with the Policy. Prices shown when a product is placed in the "shopping cart" or on the "check out" page are also covered by the Policy. Statements such as "call for best pricing" are for the reseller to determine, but to be clear written advertised or otherwise posted prices must be in compliance with the policy.

Covered Advertising Media

The Policy covers all advertising that is directed towards a mass audience located in the United States. This includes all print (newspapers, magazines, catalogs, mailings, etc.), electronic (television and radio), outdoor displays, and the Internet.

Application of the Policy

JULIEN INC. will not review or pre-approve a reseller's advertising. Also, JULIEN INC. does not request or seek reports from resellers about other resellers' advertising.

If JULIEN INC. determines to its satisfaction that a reseller has advertised a MAP Product in non-compliance with the Policy, JULIEN INC. will unilaterally take the following actions.

1. First Occurrence: Written notice of violation by JULIEN INC.
2. Second Occurrence: Cancel all pending purchase orders for JULIEN products and terminate the reseller's ability to purchase products directly from JULIEN INC., including removal of the reseller from all links and listings on JULIEN INC.'s website, for 3 months effective with the date of notice from JULIEN INC. of the reseller's non-compliance with the policy.
3. Third Occurrence: Cancel all pending purchase orders for JULIEN products and terminate the reseller's right to purchase products from JULIEN INC.