



Southwire™

SOUTHWIRE MAP POLICY

Southwire Company, LLC (“Southwire”) actively supports the advertising and promotions of its products by its distribution partners. This MAP policy is designed to protect reseller margins so that desirable pre-sales and post-sales are maintained, support the price and brand positioning of Southwire’s products and avoid destructive intra-brand channel conflict. Southwire has established a MAP policy on all Tool & Assembled Product brands and applies to all certified distributors. By purchasing the applicable Southwire products, you agree to be bound the terms of this MAP policy, along with any updates and amendments. This MAP policy is incorporated into the Southwire Terms and Conditions by reference.

The MAP policy shall work under the following guidelines and you agree to be bound by its terms:

The MAP pricing is established by Southwire and is for the full line of branded products. It is published with the industry price sheet for dealers, distributors and retail partners. The MAP program is established by Southwire and may be adjusted at its sole discretion.

1) ADVERTISING:

The MAP policy applies to the advertisement of any MAP priced product in any and all media, including, without limitation to: flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, and Internet or similar electronic outlets. All advertising must contain proper description of the Southwire items as well as the entire model or item number of the product.

- a. Southwire’s MAP policy applies ONLY to advertised prices and does not apply to the price at which the products are ACTUALLY sold or offered for sale to an individual consumer within a retail location or over the telephone. Distributors remain free to sell these products at any price they choose at any time.
- b. It is NOT against Southwire’s MAP policy to advertise a mail-in or instant rebate as long as the advertised price before rebate is at or above MAP price and is prominently displayed as such.
- c. Southwire’s MAP policy does not in any way limit the ability of any dealer to advertise that “they have the lowest prices” or “they will meet or beat any competitors price”, that consumers can “call for a price” or phrases of similar nature as long as the price promoted for the products is not less than the MAP.

2) MAP CHANGES:

From time to time, Southwire may discontinue models or engage in promotions with respect to certain products. In such events, Southwire reserves the right to modify or suspend the MAP with respect to the affected products by notifying all MAP customers of this change. Southwire resellers are responsible for remaining current with MAP policy, products and pricing. Southwire also reserves the right to add or remove active items to MAP or adjust MAP prices with a minimum of 30 days’ notice to its customers.

3) MAP VIOLATION LEVELS:

- The First MAP Violation (Level 1): Email goes out to customer detailing the violations and corrective actions. The customer has 5 business days to correct the violation before a second Level 2 letter is sent out.
- The Second MAP Violation (Level 2): If Level 1 violation is not corrected in 5 business days, another letter goes out. This may result in elimination of pre-paid freight (charge freight on all orders) on all orders until customer is compliant with MAP Policy.
- The Third MAP Violation (Level 3): If Level 2 is not corrected in another 5 business days, a notice letter goes out to the customer and the account is placed on hold.

Intentional and/or repeated failure to abide by this policy may result in termination of the rights to sell or distribute Southwire’s products. Southwire does not intend to do business with dealers, distributors or retailers who degrade the image and integrity of its brands and products. Southwire will not provide prior notice or issue warnings before taking any action under this policy.

The terms of this MAP policy are confidential and should not be disclosed to other parties. This MAP policy has been established by Southwire to help ensure the legacy of Southwire as a leading producer of high performance, high quality products and to protect the reputation of its brands and products. The MAP policy is also designed to ensure dealers, distributors and retailers have the incentive to invest resources into services for Southwire customers.

This MAP policy documents supersedes any and all previously published Southwire MAP policies.