

***Belimo Aircontrols, (USA) Inc.
Minimum Advertised Price (MAP) Policy***

In order to preserve its reputation for providing customers with high-value, quality products and after-sales support, to protect and maintain the value of the Belimo brand, and to help assure that valued pre-sales and post-sales support and service can be provided by authorized resellers, Belimo Aircontrols (USA), Inc. (“Belimo”), has unilaterally adopted this Minimum Advertise Price (MAP) Policy effective April 1st, 2021.

Covered Advertising

This Policy applies to all forms of advertising via any media including, without limitation, each of the following:

- Websites of any reseller, including any site or entity owned by a Belimo reseller
- Online/Internet marketplaces and auction sites
- Other forms of Internet promotion, including banner ads, broadcast emails and other social media communications
- Print media including newspapers, magazines, brochures, newsletters, flyers, inserts, direct mailers, but ***excluding*** instore point-of-sale signage, price tags, or other displays that are not distributed for customers to take away
- Other electronic media including radio, television

Covered Products

All Belimo-branded products including units, components, and parts available for resale are covered by this Policy. Products may be added or dropped from this Policy at Belimo’s sole discretion.

Advertised Price

The advertised price of a product covered by this Policy cannot be below 55% off the current published list price. Current list prices are available at Belimo.com. Belimo may change its MAP price at any time in its discretion.

This Policy only affects ***advertising*** of prices, not the prices at which a reseller actually sells a covered product. Resellers remain free to establish their own independent resale prices for Belimo’s products.

For avoidance of doubt, the following types of advertising comply with this Policy: offering free shipping, advertising that a customer can “call for a price,” or responding orally or by phone, fax, mail or email to inquiries as to the actual selling price of a product. However, the following practices will be deemed violations:

- Advertising that a price is “too low to publish”
- Offering promotional discounts/rebates or non-proprietary promo codes or similar statements that effectively lower the advertised price below the MAP price
- Bundling other products with the covered products to effectively lower the advertised price below the MAP price.

Policy Enforcement

In the event of a violation of this Policy, Belimo will address the violation as follows:

1. First violation – The multiplier that establishes the reseller’s purchase price for the covered product(s) will increase by 0.100 for a period of 30 days.
2. Second violation – A second violation occurring within 12 months of the first violation will result in the multiplier that establishes the reseller’s purchase price for the covered product(s) increasing by 0.200 for a period of 45 days.
3. Third violation – A third violation occurring within 12 months of the first violation will result in the multiplier which establishes the reseller’s purchase price for the covered product(s) increasing by 0.300 for a period of 60 days.
4. Fourth violation – A fourth violation occurring within 12 months of the first violation will result in Belimo terminating the reseller’s ability to purchase the affected covered product(s).

Notwithstanding the foregoing, Belimo may excuse a violation if, after investigation of the facts, Belimo determines in its reasonable judgment that the violation was not knowing or intentional by the reseller.

Reseller Responsibilities for its Customer’s Actions (Indirect Resellers)

It shall be deemed a violation of this Policy to sell to any other reseller (a) known to engage in any practice prohibited under this Policy, or (b) on a list of disallowed resellers communicated by Belimo from time to time.

This Policy will be applied equally to all covered resellers, including if multiple resellers are supplying the same customer in violation of the preceding paragraph. However, a reseller will not be deemed in violation where it (a) was not in violation of the preceding paragraph at the time of sale to the customer, and (b) the reseller reports any suspected violation by its customer immediately upon becoming aware of the problem.

Upon request, any reseller must confirm whether it is selling or has sold any covered product to any party identified by Belimo as advertising covered products below the applicable MAP pricing. Failure to respond truthfully also shall be deemed a violation of this Policy.

Policy Administration

Belimo has adopted this Policy unilaterally in furtherance of its independent business strategy for the Belimo brand. The Policy shall be effective in the U.S. and Canada.

Belimo will not invite, accept, or respond to any complaint or report from, act at the behest of, nor negotiate with any Reseller, in connection with a claim of an alleged violation of this policy by another Reseller.

Belimo does not seek consultation with any reseller nor will Belimo accept an agreement with any reseller regarding this policy.

Belimo reserves the right to modify, suspend or discontinue this MAP Policy at any time in whole or in part.

All inquiries regarding this Policy must be directed to Belimo’s Credit and Collections Team. No other Belimo employees are authorized to discuss this Policy.