



Unilateral Price Policy

Effective Immediately

Ultra-Fab, recognizes that its high-quality resellers invest time and resources to deliver extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support its resellers' efforts, Ultra-Fab wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from Ultra-Fab resellers.

To successfully compete in the marketplace and to ensure that Ultra-Fab's high-quality products are adequately promoted and supported, Ultra-Fab has announced this Unilateral Price Policy ("UPP"). Hereafter, all sales and marketing to End-Users of Products set forth in the current version of the Ultra-Fab *Unilateral Price Grid* shall be subject to this UPP.

The terms of the UPP are as follows:

1) Resellers and Distributors shall not advertise Products at prices below the Minimum Advertised Price ("MAP") set forth by Ultra-Fab, and as reflected in the applicable *Unilateral Price Grid*. Note: A price advertised even one cent below the Minimum Advertised Price is considered non-acquiescence. Ultra-Fab reserves the right from time to time to alter, modify, suspend, or cancel this UPP, the Products covered and/or the Minimum Advertised Price, in its sole and absolute discretion at any time. Ultra-Fab is the sole arbiter of such decisions and reserves the right to make any such decision unilaterally.

2) The UPP applies to all advertised prices for the Products. The UPP is not, and is not intended to be, an agreement or understanding of any kind, express or implied, regarding the price at which the Reseller may sell the Products (or any Ultra-Fab products). A Reseller may sell the Products (and all Ultra-Fab products) at any price it chooses. No officer, employee, representative or agent of Ultra-Fab has authority to (i) enter into any agreement or understanding with respect to the price at which the Reseller sells the Products; or (ii) coerce or otherwise force the Reseller to price the Products at any level other than that unilaterally determined by the Reseller. The Reseller within its own discretion can choose to acquiesce or not acquiesce with this policy. Ultra-Fab will not discuss conditions of acceptance related to this policy. This policy is non-negotiable and will not be altered, modified, or amended for any Reseller or Distributor. ***Please note that following the actions of another reseller or distributor is not an exception to this Unilateral Policy and will be considered non-acquiescence.***

3) The UPP applies to all advertisements and marketing of Products in any and all media, including and without limitation: newspapers, direct mail flyers or circulars, catalogs, television, radio, online/electronic media, and all other media. The UPP does not apply to in-store banners, displays, or price tags or other in-store advertising that is not distributed externally to End-Users. The UPP, however, prohibits the use of phrases or graphical representations that are intended to suggest, or that would allow an End-User to infer that a lower price than the Minimum Advertised Price may apply.

The following are actions that constitute acquiescence with this UPP:

a) Offering free shipping or financing on Product(s) shall constitute acquiescence with the UPP.

b) Offering a gift card, redeemable for value on a future purchase, along with the purchase of Product(s) shall constitute acquiescence with the UPP.



c) Ultra-Fab, from time to time within its sole discretion, may announce promotional prices of products listed in the *Unilateral Price Grid*.

The following are actions that **DO NOT** constitute acquiescence with this UPP:

a) Website features such as “click for price,” “see price in cart,” “add to cart for best price,” automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to checkout, and other similar features are considered to be communications initiated by the dealer (rather than by the End-User), constitute advertisements and shall not constitute acquiescence with the UPP.

b) The issuance of non- Ultra-Fab announced rebates (in any form, including coupon codes) on Product(s) listed in the *Unilateral Price Grid*.

c) Including free or otherwise discounted products (whether Ultra-Fab products or another brand's products) along with the sale of Products shall not constitute acquiescence with this UPP if such inclusion has the effect of discounting the advertised price of the Product below the price on the *Unilateral Price Grid* for that Product.

4) If Ultra-Fab determines that any Reseller has violated this UPP, then Ultra-Fab may within its sole discretion and without assuming any liability, cancel pending orders and your ability to purchase products from Ultra-Fab, or any distributors, may be suspended.

5) Ultra-Fab may engage in monitoring of advertised prices for the Products sales in all channels, either directly or via the use of third parties. Third parties retained by Ultra-Fab may engage in the monitoring of product sales.

Ultra-Fab’s sales personnel have no authority to modify or grant exceptions to this Unilateral Policy. All questions regarding interpretation of this Unilateral Policy should be directed to enforcement@ultra-fab.com.