



BeA Fasteners USA, Inc.
4501 Green Point Dr.
Suite #101
Greensboro, NC 27410
(336)-510-4232
(336)-510-4233 FAX

US Minimum Advertised Price (MAP) Policy

1. Introduction

BeA Fasteners USA, Inc. (BeA) recognizes that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealers' service and support efforts. As a result, BeA USA has unilaterally established this Minimum Advertised Price ("MAP") Policy.

By being a BeA USA authorized distributor you agree to this policy. The policy is in effect starting July 1st, 2015 and can be changed at any time.

2. Policy Statement

BeA USA, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

The products covered by this policy are listed in the current distributor price book in the column titled MAP. BeA USA may in its sole discretion modify this list from time to time.

BeA USA recognizes that dealers are free to make their own decisions to advertise and sell any BeA USA product at any price they choose, without consulting or advising BeA USA. Similarly, BeA USA will exercise its right to make its own decisions regarding the BeA USA Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone. The same applies to sales to industrial end-users.

4. Advertising Guidelines

The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.

The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.

Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.

It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to BeA USA Products, so long as no price is listed.

This MAP Policy also applies to any activity which BeA USA determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'group purchases' and the like.

It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.

5. Policy Enforcement

- a. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then BeA USA will consider this to be a violation by the dealer.
- b. BeA USA reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if BeA USA reasonably believes:
 - a. a dealer has violated the provisions of this policy; or
 - b. a dealer intends to violate this policy.
 - c. BeA USA's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
 - d. BeA USA monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any BeA USA investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a BeA USA MAP Policy investigation is a violation of this MAP Policy.
 - e. The MAP Policy will be enforced by BeA USA in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law.