



19200 South Reyes Avenue

Rancho Dominguez, CA 90221

January 26, 2015

To our valued MHT Authorized Dealers,

In order to maintain the integrity of the MHT Luxury Alloys' stable of wheel brands in the North American marketplace, we have established a **Minimum Advertised Price (MAP) Policy** for dealers of MHT products.

This policy has been implemented to protect and support our authorized dealers, who devote significant resources to promoting our brands, as well as consumers of our brands. MHT wants to ensure that dealer advertising of our products properly informs consumers of the significant value of our products by highlighting their features, benefits and quality. The intention of the policy is not to interfere with the business practices of our dealers but to encourage our dealers to devote the requisite time and energy regarding our products so that our products may remain competitive in the marketplace.

Effective February 1, 2015, MHT will require that all dealers advertise MHT products **NO LOWER than the current published US\$ Jobber Price Schedule**. Prices below the MAP cannot be advertised in any medium, including print, internet, radio, television etc. For purposes of this policy, "advertise" includes any communication with or to customers or potential customers that identifies any MHT products. "Advertise" does not include: (1) in-store communications between a retailer and its customers, (2) live, one-on-one telephonic communications initiated by a customer, or (3) customer initiated emails and private, non-automated one-on-one responses to those emails. MHT will hold dealers who resell to other retailers responsible for the MAP policy compliance of their customers and any retail entities that they may be supplying. For purposes of this policy, a "reseller", "dealer" or "retailer" means those businesses and any locations thereof that are authorized by MHT to purchase and resell MHT products. MHT reserves the right to modify its US\$ Jobber Price Schedule and to modify, add or remove any products, at any time and in its sole discretion.

This MAP policy is in no way intended to establish the actual selling price of any MHT products between a dealer and its customers. The price for which a dealer sells MHT products is strictly between the dealer and its customers. The MAP policy applies only to advertised prices as specified in this document.

MHT will unilaterally administer and enforce this MAP policy. Dealers who violate this MAP policy will be subject to enforcement actions including, but not limited to, a reduction in purchase discounts (e.g., a 5-10% reduction for 30-90 days), loss of eligibility for any discount, loss of eligibility to purchase MHT products for a specified or unspecified period of time and termination, as determined by and at the sole discretion of MHT. Generally the first time a dealer is found to be in violation of the MAP policy, MHT will send a message to the dealer requesting they adjust their prices to be in compliance:

- Within 5 business days if medium is the internet, radio or television.
- With very next print cycle if medium is in print or catalog.

MHT reserves the right, however, to take stronger enforcement action against a dealer who violates this MAP policy, even for a first offense.

This MAP policy will be in effect until further notice to the contrary, which will be made in writing by MHT. In the event that any provision of this policy is found to be in violation of any applicable local, state, or federal law, the remaining provisions shall continue in effect.

All dealer questions regarding the MHT MAP policy should be directed in writing to:

MAP Pricing, 19200 South Reyes Avenue, Rancho Dominguez CA 90221

Your cooperation is appreciated,

QUESTIONS & ANSWERS

Q: *When does this MAP policy go into effect?*

A: MHT's MAP policy will go into effect on February 1, 2015 and will remain in effect as outlined until such time as you receive written notice from MHT that it has been terminated or modified.

Q: *Which MHT products does the MAP policy cover?*

A: The MAP policy applies to all MHT products. Contact your sales representative for copies of the current US\$ Jobber Price Schedule.

Q: *Does the MHT MAP policy place any restrictions on the actual selling price of MHT products by Resellers?*

A: No. Resellers are free to sell all products distributed by MHT for whatever price they choose.

Q: *Does this MAP policy apply to sale prices displayed on merchandise in my store or other sales facility?*

A: No. The MAP policy does not apply to in-store displays, in-store advertising or sale prices posted in your store (unless said prices are visible from outside your store in which case it comes within the definition of an advertised price). It also does not cover in-store conversations between you and your customers.

Q: *Does this MAP policy apply to sale prices displayed on my website?*

A: Yes. All web-based posted prices (including "shopping cart" prices that are displayed when a customer clicks "add to cart" but has not yet proceeded to checkout) are within the scope of the MAP policy. A reseller may display prices on its website (including the display of prices in an "add to cart" feature), but these prices must comply with all provisions of this MAP policy. A reseller may use the "Call for Price" feature described below in connection with internet sales.

Q: *Can I use a "Call for Price" feature on my website?*

A: Yes. A price quoted in a live, one-on-one telephonic communication (i.e., not automated) initiated by a customer is not considered an "advertisement" under the MAP policy. In this situation, as with resellers speaking directly to customers in face-to-face communications, a reseller can quote prices below MAP without violating the policy.

Q: *Can I sell MAP Products at any price I choose on my website?*

A: Yes, subject to certain procedures. A price below MAP may only be displayed after a customer places the MAP product in the shipping cart and reaches the checkout screen.

Q: *What about an "Email for Price" feature?*

A: Many websites include "Email for Price" features, whereby the customer is permitted to click on an "Email for Price" icon, and an email containing a price is automatically-generated in response. Any automatically-generated email reply containing a price below MAP is subject to and prohibited by the MAP policy. However, customer initiated one-on-one emails regarding pricing, and one-on-one responses from the reseller, are permitted between the customer and the reseller. A reseller may also use an automatically-generated email reply to inform the

customer that he or she may "Call for Price" and may provide a telephone number through which the customer may initiate a live, one-on-one telephonic communication, consistent with the exceptions to advertisements as defined above.

Q: *What about customer-initiated emails to a reseller?*

A: When a customer emails a reseller for pricing or discounting information, a reseller may either engage in a private one-on-one non-automated email discussion, which response may include pricing below MAP, or the reseller may send an automated reply email informing the customer that he or she may "Call for Price," and may provide a telephone number through which the customer may initiate a live, one-on-one telephonic communication, consistent with the exceptions to advertisements as defined above.

Q: *May approved internet resellers use "Make Offer," or "Best Offer" buttons on websites?*

A: Yes. Approved internet resellers may use a "Make Offer" or "Best Offer" button, or a similar device, on a website or third-party website such as eBay stores. The button may invite a customer to make an offer for a MAP product through individual, private electronic communication, but the button may not advertise a price below MAP.

Q: *Does an advertisement that offers a percentage or dollar discount off any item in the store violate the MHT MAP policy?*

A: Yes. Any feature of an advertisement that leads to a price below MAP is considered a violation of the MAP policy whether or not the advertisement mentions any specific MHT products. Resellers should use wording in the advertisement that specifically excludes MHT products from the promotional discount (i.e., discount does not apply to any MHT products.).

Q: *What happens if an advertisement does not meet the terms of the MAP policy?*

A: Resellers who violate this MAP policy will be subject to a warning, reduction or loss of purchase discounts temporarily or permanently, loss of their eligibility to purchase MHT products for a specified or unspecified period or termination, as determined by and at the sole discretion of MHT.

Q: *How will I be informed of MAP violations?*

A: You will receive written or oral notification of any violation of the MAP policy, and any enforcement action, including termination, taken by MHT in response to such violation.

Q: *What if I, or one of my employees, inadvertently advertises using an outdated MAP price?*

A: It is the reseller's responsibility to advertise according to the current MAP prices listed in the US\$ Jobber Price Schedule.

Q: *What if the failure to comply with the MAP policy is a result of a media supplier's mistake?*

A: It is the reseller's responsibility to ensure the correctness of its advertising at current MAP prices listed in the US\$ Jobber Price Schedule.

Q: *What if I have questions about the MAP policy that are not covered in this document?*

A: All reseller questions regarding MHT's MAP policy should be directed in writing to:
MAP Pricing, 19200 South Reyes Avenue, Rancho Dominguez CA 90221