

MINIMUM ADVERTISED PRICES

In an effort to protect your investment of time and resources to carry KAMM Industries Products, KAMM Industries has established a unilateral Minimum Advertised Price (MAP) Policy.

KAMM Industries, 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.

KAMM Industries Policy does not determine, control, or influence the price at which dealers sell Products. It does not establish maximum advertised prices or require specific prices to be advertised. MAP does not apply to the actual price that a Product is sold in a retail location, over the telephone, or in a response to a consumer inquiry. MAP does not apply to price tags or signs located within a physical retail store. Authorized Dealers are entirely free to set their own prices for Products.

MAP prices for each part number are shown in the attached price schedule and are available to direct customers as well as authorized dealers that purchase from a distributor. MAP applies to all forms of public consumer advertising and dealer initiated communication including but not limited to television, radio, print advertising, catalogs, letters, coupons, internet advertising, email solicitations, websites, or on-line auctions.

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.

Promotions that result in an advertised price below MAP are not allowed unless the specific Authorized Dealer promotion is approved by KAMM Industries’ authorized MAP Policy Administrator.

KAMM Industries Policy requires all Authorized Dealers and Third-Party Resellers to comply with MAP.

Questions regarding MAP should be submitted in writing to pricing@prpseats.com.

Advertising Guidelines

All consumer or public advertisement of KAMM Industries branded products must not result in a net price that is below MAP. Net price is defined as the price less the value of any advertised discounts or instant rebates. Free shipping or installation may be included at the MAP price.

Advertisements must not indicate that a price lower than MAP is available.

It is a violation of KAMM Industries Policy if the lowest price displayed to the consumer is shown with a strike-through or obliteration, or with text indicating that a lower price is available. Internet advertisements or auctions that do not show an actual un-obliterated price must not allow the consumer to click to see the price unless the price shown is at or above MAP. If the consumer must add the item to a shopping cart to see the advertised price, then the price shown must be at or above MAP.

This MAP Policy also applies to any activity which KAMM Industries determines, in its sole discretion, is designed or intended to circumvent the intent of the MAP Policy, such as solicitations for “group purchases,” “name your price” promotions, and the like.

Exceptions

From time to time, KAMM Industries may permit resellers to advertise Products at prices lower than the listed MAP. In such events, KAMM Industries reserves the right to modify or suspend MAP with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

From time to time KAMM Industries may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. "*after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

Bundling

"Bundling" or the inclusion in advertising of free or discounted products (whether made by KAMM Industries or another manufacturer) with a product covered by the MAP policy would be contrary to the MAP policy if it has the effect of discounting the advertised price of the covered product below the MAP.

"Bundling" or advertising KAMM Industries products for sale together with other products will violate this MAP Policy when:

- i. the effective or stated discount is greater than 10% of the highest priced item in the bundle; or
- ii. the product(s) bundled with MAP Products violate KAMM Industries' Intellectual Property rights; or
- iii. the product(s) bundled with MAP Products violate the KAMM Industries Trademark and Brand Policy; or
- iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or

Gift cards, points, or other future purchase incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater than 10% of the MAP; or
- ii. the effective or stated price of the bundle represents a discount of greater than 10% of the MAP after taking into consideration any contingent future purchase.

Rebate programs from KAMM Industries, whether on MAP Products or KAMM Industries' partners' products are exempt from this policy.

POLICY VIOLATIONS

It is the responsibility of each Authorized Dealer to monitor KAMM Industries Policy and product information, and review all aspects of their business practices to ensure compliance with KAMM Industries Policy.

In the event that KAMM Industries determines that a dealer has violated KAMM Industries Policy, then a Notice will be sent to the dealer alerting them of the Policy violation. If the dealer does not take appropriate action to remedy the violation within a reasonable period of time defined by KAMM Industries, then KAMM Industries will remove all discounts for a period of 90 days.

If violations are repeated KAMM Industries will cease selling the Products found to be in violation to the Authorized Dealer. KAMM Industries may also revoke buying privileges for groups of products or entire product lines. If KAMM Industries Policy violations are widespread then KAMM Industries will remove all discounts for all Products or will revoke Authorized Dealer status and cease doing business with the customer.

If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then KAMM Industries will consider this to be a violation by the dealer.

KAMM Industries reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if KAMM Industries reasonably believes a dealer has violated the provisions of this policy or a dealer intends to violate this policy.

KAMM Industries MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as

determining appropriate sanctions.

Waivers to this MAP Policy may be granted in KAMM Industries' sole discretion by the MAP Policy Administrator in writing. KAMM Industries Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.

KAMM Industries 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 KAMM Industries investigations regarding possible KAMM Industries Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a KAMM Industries Policy investigation is a violation of this MAP Policy.

The KAMM Industries Policy will be enforced by KAMM Industries in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the KAMM Industries 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. All questions related to this MAP Policy should be directed to: policy@prpseats.com