



Eoslift USA Corporation

North and South America

MAP- (Minimum Advertised Price)

Policy Effective 01/01/2017

1. Introduction

Eoslift USA Corporation is transforming the way the material handling equipment industry operates with our superior quality products and ways to protect all channel sales. The quality and volume of Eoslift USA Corporation content, coupled with their enthusiasm for our brand, virally drives awareness and demand for our products. Eoslift USA Corporation has enabled the world to surpass in quality and efficiency. And in doing so, the world, in turn, is helping Eoslift USA Corporation become one of the most aspirational companies of our time. We recognize 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, Eoslift USA Corporation has unilaterally established this Minimum Advertised Price ("MAP") Policy to ensure our loyalty to you.

2. Policy Statement

Eoslift USA Corporation, 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

a. The products covered by this policy are listed in Section 5, ("MAP Eoslift USA Corporation may in its sole discretion modify this list from time to time.

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

c. 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.

4. Advertising Guidelines

a. 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.

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

c. 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.

d. 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 Eoslift USA Corporation, so long as no price is listed.

e. This MAP Policy also applies to any activity which Eoslift USA Corporation 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.

f. 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. g. From time to time, *Eoslift USA Corporation may permit resellers to advertise MAP Products at prices lower than the MAP retail price.* In such events, Eoslift USA Corporation reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

h. From time to time Eoslift USA Corporation may offer a direct manufacturer’s rebate, promotions, discounts or events 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.

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 Eoslift USA Corporation will consider this to be a violation by the dealer.

b. Eoslift USA Corporation reserves the right to cancel any pending orders, restrict future orders, or suspend dealers’ account if Eoslift USA Corporation reasonably believes:

- i. a dealer has violated the provisions of this policy; or
- ii. a dealer intends to violate this policy.

c. Eoslift USA Corporation'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. Waivers to this MAP Policy may be granted in Eoslift USA Corporation's sole discretion by the MAP Policy Administrator in writing. Eoslift USA Corporation 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.

e. Eoslift USA Corporation 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 Eoslift USA Corporation investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Eoslift USA Corporation MAP Policy investigation is a violation of this MAP Policy.

f. The MAP Policy will be enforced by Eoslift USA Corporation 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. All questions related to this MAP Policy should be directed to: (888) 264-5008 ext. 105 or don.hwang@eoslift.com

7. List of MAP Products:

(ATTACHED)