



December 27, 2019

**Special Lite Products, LLC
Minimum Advertised Price Policy**

Special Lite Products (“Special Lite”) is a trusted name in the lighting, mailbox and decorative outdoor products industries. We stand behind every product we produce and also know that our products must be matched with exceptional service. We are dedicated to the goals of making high quality, reliable, and innovative products while providing valuable customer service that our customers can count on to help make their lives easier.

With that in mind, Special Lite relies on its re-sellers to provide the same commitment to customer experience. Special Lite chooses to deal only with those re-sellers who are committed to understanding the features and attributes of our products and to providing customers with a retail experience on par with the Special Lite name.

To help maintain the value of the Special Lite brand and to ensure that our products are properly positioned in today's markets, Special Lite has updated its unilateral Minimum Advertised Price (“MAP”) Policy for all Special Lite re-sellers selling our products in the United States. Effective as of this date, the following MAP policy is in force and replaces all prior versions:

1. In a unilateral policy decision concerning the marketing of its products, Special Lite has determined that specified Special Lite products should not be advertised or promoted at a price less than the minimum price as listed on your current Pricing Sheet (the “MAP Price”).
2. This MAP Policy applies to Internet advertised prices on your website and other marketplaces as defined below. This policy does not apply to in-store price tags or other in-store promotional material, direct mail advertising, outdoor advertising, advertising stuffers or other non-Internet based media.
 - An “advertised price” is the specific price that a re-seller advertises for a specific Special Lite Product model in re-seller initiated media messages and/or messages aimed at more than one person. This includes all Internet web pages and other Internet banner advertising.
3. Advertising, offering or promoting specified Special Lite products at a price



below the designated MAP Price for those products may result in the cancellation of all open orders on those Special Lite products and refusal to accept new orders for all Special Lite products.

4. Special Lite's MAP Policy Pricing Sheet, which is provided to you, will specify which Special Lite products are subject to this MAP Policy. Special Lite may revise this MAP Policy or its MAP Policy Pricing Sheet at any time. When and if it does, those revisions will be provided to you. Products not listed on Special Lite's MAP Policy Pricing Sheet are not subject to this MAP Policy.
5. **IMPORTANT.** Re-sellers are free to determine on their own the prices at which they will advertise and sell all Special Lite products. Nothing in Special Lite's MAP Policy or MAP Policy Pricing Sheet is to be construed as an agreement between Special Lite and any re-seller, nor is having in your possession the MAP Policy Pricing Sheet or agreement to resell Special Lite products as an authorized re-seller. Special Lite does not seek and will not accept any such agreement. However, to be eligible for uninterrupted supply of Special Lite products, a re-seller must be in compliance with Special Lite's MAP Policy.
6. Special Lite is not asking or requiring re-sellers to agree to any aspect of the MAP Policy. Special Lite has implemented the MAP Policy as its own policy, and advising re-sellers that there will be certain consequences if they advertise, offer or promote Special Lite products on the Internet at prices less than the designated MAP Prices. Re-sellers remain free to determine if they wish to follow Special Lite's policy or not.
7. If a violation of this policy occurs, the re-seller will be notified of not adhering to the MAP policy and advised to adjust their advertised pricing to be within the MAP guidelines. Failure to do so, may result in the cancelation of all open orders, refusal to accept new orders and may result in the closing of their account. This consequence is standard and will not vary.
8. The MAP Policy affects only advertised prices on the Internet and applies to all advertising messages that are (1) re-seller-initiated and (2) use the Internet.



9. Re-sellers will be notified in writing if they have violated the MAP Policy, and any decision to discontinue the supply of Special Lite products will apply not only to the re-sellers Internet sales, but also to all of the re-seller brick and mortar locations. Special Lite will consider each violation based on its own facts, and any decision by Special Lite to discontinue the supply of Special Lite product cannot be appealed. Special Lite may unilaterally decide to review a re-sellers status after an independently determined period of time.
10. Only Special Lite can determine if a violation of this Policy has occurred, and Special Lite alone is responsible for enforcing its MAP Policy when it determines that there has been a violation. The details of Special Lite's enforcement decisions will be strictly between the re-seller that has violated the MAP Policy and Special Lite. Special Lite's salespeople are not allowed to discuss these details with other re-sellers, and they cannot modify the Policy's provisions.
11. If a re-seller has a question about whether an upcoming advertisement will conform to Special Lite's MAP Policy, he/she should contact Special Lite MAP Administration in writing. In most cases, Special Lite will inform the re-seller within three (3) business days of whether the advertisement would violate the MAP Policy.
12. Special Lite has unilaterally implemented this MAP Policy in accordance with its right to choose the re-sellers with whom it wishes to deal. Just as a re-seller may cease purchasing Special Lite Products at any time and for any reason, Special Lite reserves the right to cease doing business with any re-seller with or without cause.
13. This MAP Policy will remain in effect until further written notice from Special Lite. Special Lite reserves the right to terminate or amend this Policy in its sole discretion at any time without prior notice.
14. This Policy only concerns the advertising of Special Lite products. All other terms and conditions of sale remain in effect, as do any other Special Lite distribution policies.
15. For questions, please contact Special Lite at:
Phone: 724-537-4711 Fax: 724-537-9313
customer_service@specialliteproducts.com