



UNILATERAL MINIMUM ADVERTISED PRICE (MAP) POLICY

EFFECTIVE APRIL 1, 2024

Schluter Systems L.P. (“**Schluter**”) unilaterally announces and adopts this updated Unilateral Minimum Advertised Price Policy (“**MAP Policy**”), which replaces in full and supersedes all prior versions of the MAP Policy. This MAP Policy has two central elements: first, it readopts a minimum advertised price policy to maintain the value of our trade name and trademark within the industry and in the minds of our customers, and second, it restates Schluter’s intellectual property rights and use of such materials to protect the value of the Schluter brand, trademark, and trade name in order to maintain integrity and brand equity by emphasizing the value and quality of Schluter’s products through advertising and marketing.

To successfully market Schluter products requires an understanding of how to specify and construct lasting tile assemblies by choosing the right systems for a particular application. This understanding is acquired through the various educational programs offered by Schluter, which includes CTEF workshops, in-house seminars, printed educational material, and our website. Schluter believes that our Authorized Resellers must engage in similar activities – particularly contractor seminars and educational programs for sales staff – and display, or make available, educational and technical literature and samples. For the purposes of this MAP policy the term “Authorized Reseller(s)” are those we directly sell and distribute our Schluter products to.

To ensure profit margins for our Authorized Resellers that are commensurate with our Authorized Resellers’ investment in such training and educational activities, to protect the value of the Schluter brand, trademark, and trade name, and to maintain integrity and brand equity by emphasizing the value and quality of these products through advertising and marketing, Schluter has chosen to institute the following MAP Policy for all Schluter Authorized Resellers in the United States. **This MAP Policy shall apply to all advertisements displayed or broadcasted within the United States.**

This MAP Policy only pertains to the advertising of Schluter products; in no way does the MAP Policy restrict the actual sales price of any Schluter products.

The MAP Policy provides the following guidelines:

1. Any advertised price less than the price stated in the Schluter MAP Product Price List would be inconsistent with the MAP Policy. The MAP Product Price List is provided by Schluter to our Authorized Resellers and updated by Schluter from time to time.
2. Except as otherwise expressly provided herein, the MAP Policy is applicable to all forms of advertising of Schluter products in any and all media, including, without limitation, flyers, newspapers, catalogs, mailings, emails, electronic media, and Internet banner ads. The MAP Policy is not applicable to in-store displays, point-of-sale signs, hangtags, bar codes or similar marks on products or product packaging that merely states the sale price.



3. The advertising of free goods, bundles or volume discounts where the implicit price of any Schluter product is less than the listed price in the Schluter MAP Product Price List would also be inconsistent with this MAP Policy. Advertising the availability of a volume discount without stating or including an advertised price is not inconsistent with the MAP Policy.
4. Prices listed on Internet websites and Marketplaces are considered advertised prices that are covered by this MAP Policy until the Schluter product is placed in the “virtual shopping cart.” Prices listed on internet websites and marketplaces, in all levels above the cart are considered advertised prices that are covered by the MAP Policy until the Schluter product is placed in the “virtual shopping cart.” Internet websites & marketplaces that display a lower price below MAP at any level above the cart when logging into the site as a member, B2B or educational customer is a violation of the MAP Policy. Once a Schluter product enters the shopping cart, it is considered to be part of the checkout procedure; the price is deemed to no longer be an advertised price and does not constitute advertising for the purposes of the MAP Policy. However, indicating that the Schluter product must be placed in the virtual shopping cart to see the final price would not be considered advertising for the purposes of the MAP Policy.
5. The MAP Policy applies only to advertised prices and does not apply to the price at which the Schluter products are sold to an individual customer at the Authorized Reseller’s location or over the telephone. **Authorized Resellers of Schluter products remain free to sell at any prices they elect.**
6. The MAP Policy does not establish maximum advertised prices. All Authorized Resellers may offer Schluter products at any time in excess of the minimum advertised price established for Schluter products.
7. The MAP Policy does not in any way limit the ability of any Authorized Reseller to advertise that “it has the lowest prices,” “it will meet or beat any competitor’s price,” “one should call for a price,” or phrases of similar import, so long as the products’ advertised price is not less than the minimum advertised price. However, if pricing is displayed, any strikethrough marking or other alteration of the advertised price that might suggest that the price is below the minimum advertised price is inconsistent with the MAP Policy.
8. For purposes of this MAP Policy, the advertised price is the net price that results from the application of any advertised coupons, giveaways, rebates or other consideration provided in connection with the advertised price.
9. Advertising that offers free or low interest financing, deferred payment, free shipping, free installation, or some other free service for a Schluter product, provided that the advertisement does not subtract the value of the offer or free service from the advertised price of the Schluter products, is allowed.
10. Temporary suspension of the MAP Policy for national, regional, and/or seasonal promotions, anniversary sales, blanket percentage off sales is permitted with prior written notice to and authorization from Schluter. All written requests must be submitted to MAPpolicyadministrator@schluter.com not less than (ten) 10 days in advance of such requested activity.



11. Authorized Resellers may utilize all intellectual property, including trademarks, trade names, product names and/or images of Schluter and its affiliates and subsidiaries as the property of Schluter and to use advertising materials provided by Schluter in an authorized manner only in accordance with following conditions:
 - (a) Images used to promote and sell Schluter products must be provided by Schluter. See Section 13 below.
 - (b) Images generated by the Authorized Reseller, which are used to promote and sell Schluter products, must be approved by Schluter. Requests must be sent to marketing@schluter.com.
 - (c) All fonts, trademarks, product names, logos, and trade names must conform to the Schluter®-Systems Corporate Design Guidelines.
 - (d) An Authorized Reseller wishing to incorporate Schluter products on its website shall include the following notice: "The trademarks of Schluter Systems are the exclusive property rights of Schluter-Systems."
 - (e) Trademarks, trade names and/or product names owned by Schluter, its affiliates and/or subsidiaries may not be altered in any way and may not be used in any domain name and URLs for Authorized Resellers' web page or any affiliated web pages; metatags; keywords used in advertising within search engines; and keyword advertising programs like Google Ads. Such use is a misappropriation of Schluter's trademarks and violates Schluter's valuable intellectual property rights and this MAP Policy.
 - (f) Authorized Resellers are prohibited from adopting the look and feel of any of Schluter's websites, which may mislead customers into believing that Schluter owns, sponsors, endorses, licenses, or is otherwise affiliated with the Authorized Resellers' commercial website.
 - (g) Authorized Resellers may not use trademarks or trade names (including product names) owned by Schluter in conjunction with the advertisement of the Reseller's product kits and/or bundles name(s) or title listing that are not included on the Schluter MAP Product Price List.
12. While Authorized Resellers are free to sell at whatever price they wish, the use of any Schluter trademarks, logos, trade name, or Schluter copyright created and owned images in any advertisement that promotes Schluter products at a price less than as listed in the then current Schluter MAP Product Price List, is prohibited. The use of Schluter's trademarks, corporate logo, trade names, product names and/or images in advertising is limited to Authorized Resellers in good standing with Schluter's MAP Policy and in accordance with conditions herein. Authorized Resellers acting inconsistently with the MAP Policy will no longer be in good standing, and any authorization to use, reprint, or reissue any of Schluter's Intellectual Property, including our trademarks, logos, trade names and copyright images in any advertisement is automatically revoked.



13. All content on the www.schluter.com website is owned and controlled by Schluter and is protected. Authorized Resellers in good standing may download or copy content for their commercial purposes, but no modification of the content is permitted, including changes, deletions of any copyright, trademark (including corporate logo), or other proprietary notices.
14. No advertisement for any Schluter products may, directly or indirectly, indicate that prices are subject to Schluter's MAP Policy, such references are prohibited.

15. CONSEQUENCE OF VIOLATIONS

Each advertisement for a Schluter product priced below the Schluter MAP Product Price List will be a violation of this MAP Policy. In the event an Authorized Reseller chooses not to follow this MAP Policy; sanctions will be unilaterally imposed by Schluter. Violations of this MAP Policy shall be determined by Schluter in its sole discretion. Violations shall be cured within three (3) business days. In addition to the specific sanctions described below, Schluter reserves the right (to the extent otherwise permitted by applicable law) to take any action it deems reasonable under the circumstances to respond to any MAP Policy violations. Violations of this MAP Policy that are not timely cured will result in the following sanctions:

Level 1 - First violation: Schluter will provide a written warning notice of violation to the Authorized Reseller. Violations that are not cured within three (3) business days following the receipt of the written notice shall constitute a Level 2 violation.

Level 2 -Second violation within twelve (12) calendar months of the first violation: Schluter will cease supplying Schluter products within the Schluter product group advertised below MAP price to such Authorized Reseller for a period of 60 days. Such period is and herein referred to as the "Non-Compliance Period". Level 2 violation that is not timely cured shall constitute a Level 3 violation.

Level 3 - Third violation within twelve (12) calendar months of the first violation: Schluter will cease supplying products within the product group advertised below MAP price to such Authorized Reseller for a period of 180 days or terminate the business relationship. Such period is and herein referred to as the "Non-Compliance Period". Following a Level 3 violation Schluter will, without assuming any liability, cancel all existing unfilled orders and indefinitely refuse to accept any new orders from the Authorized Reseller in violation, or terminate the business relationship, in its sole judgment and to its sole satisfaction, of such Authorized Reseller having deviated from this MAP Policy.

Schluter product group details can be found on the Schluter MAP Product Price List.

Intentional and/or repeated failure to comply with this MAP Policy will result in the termination of the business relationship with the violating Authorized Reseller. Schluter does not intend to do business with Resellers who compromise the perceived value of Schluter and its products.



16. An Authorized Resellers who violate this MAP Policy will be placed on a **Do Not Sell** list for the applicable sanction period. This list may be updated from time to time by Schluter. Any Schluter distributor who sells to an Authorized Reseller on the Do Not Sell List will be deemed to have violated this MAP Policy and Schluter, at its sole discretion, may suspend or decline to make further sales to such distributor.
17. The terms and conditions of this MAP Policy are not subject to negotiation, and Schluter will not discuss any conditions of acceptance related to this MAP Policy. Schluter will not respond to any questions from or comments by one Authorized Reseller regarding the activities of any other reseller. Further, Schluter neither solicits nor will it accept any assurance of any Authorized Reseller compliance with the MAP Policy. Nothing in this MAP Policy shall constitute an agreement between Schluter and any reseller.
18. The MAP Policy Administrator shall be solely responsible for determining whether a violation of the MAP Policy has occurred, communicating decisions to Authorized Resellers regarding this MAP Policy, and receiving any communication regarding sanctions imposed under this MAP Policy. SCHLUTER SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO DISCUSS, MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY.
19. This updated MAP Policy is effective as of April 1, 2024, and shall remain in effect until further written notice from Schluter. Schluter reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the MAP Policy change or designate periods of time during which the MAP Policy is not applicable.
20. All questions or comments regarding this MAP Policy should be directed to the MAP Policy Administrator at Schluter Systems L.P. by email to MAPpolicyadministrator@schluter.com. Schluter Sales personnel are not authorized to discuss the terms and/or enforcement of the MAP Policy with Authorized Resellers. Schluter Sales personnel receiving any inquiries, written or verbal, about the MAP Policy from an Authorized Reseller should advise the Authorized Reseller that they are not authorized to discuss the terms and/or enforcement of the MAP Policy and encourage the Authorized Reseller to contact the MAP Policy Administrator at MAPpolicyadministrator@schluter.com.