



SLOAN Minimum Advertised Price Policy

September 30, 2018

Sloan Valve Company (“Sloan”) is a global leader in manufacturing commercial plumbing systems. Sloan is committed to maintaining the high quality brand image of our products and the Authorized Distributors and Resellers (“Distribution Partners”) who support this brand image through stocking requirements, non-OEM products, warranty information, technical administration, and investment of time and resources required to provide the high level of customer service and product knowledge our customers need and expect.

In furtherance of these commitments, Sloan has unilaterally adopted this Minimum Advertised Price Policy (this “Policy”), which applies to all Sloan Distribution Partners effective January 1, 2018.

The Minimum Advertised Price (“MAP”) is 35% off the Manufacturer’s Suggested Resale Price (“List Price”) for all Sloan products as stated in the most current published price list issued by Sloan and submitted to Distribution Partners from time to time, or item specific exceptions identified in Exhibit A, attached. Distribution Partners are not required to use prices in advertising for Sloan products, but all prices stated in such advertising must be at or above the applicable MAP price for each Sloan product.

Each Distribution Partner is responsible for compliance with this Policy throughout the chain of sale of Sloan products by its direct or indirect customers who are third-party resellers, and will be held to the same accountability.

This Policy applies to all advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio, television), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites, marketplaces), internet placements on the website of a Distribution Partner of one of its direct or indirect customers who are third-party resellers, and any flyers, posters or coupons. Value-add promotions (e.g., rebates, taxes, free freight, giveaways) are permissible and can be advertised as long as the Sloan product is advertised at or above MAP as the only price shown for the Sloan product, and the value-add is stated separately and not used in a manner that circumvents this Policy.

This Policy applies only to advertised prices, and is not in any way intended to restrict or influence actual resale prices of Sloan products. Each Sloan Distribution Partner and each of its direct or indirect customers who are third-party resellers remain free to establish for itself the prices at which to resell Sloan products.

If Sloan determines that a Distribution Partner or one of its customers who is a third party reseller has violated this Policy, Sloan in its discretion may take one or more of the following steps:

First Notification – Sloan may notify the Distribution Partner of the violation and allow five (5) business days to correct the violation.

Second Notification – If the violating party remains out of compliance following the First Notification, Sloan may notify the Distribution Partner of the continued violation and allow an additional five (5) business days to correct the violation. If after the additional five (5) business days the violation is not corrected, Sloan may take corrective measures that include, without limitation, loss or forfeiture of any programs or funds that may be available to that Distribution Partner.

Third Notification – If the violating party remains out of compliance following the Second Notification and any Sloan corrective measures, Sloan may notify the Distribution Partner of the continued violation and allow five (5) additional business days to correct the violation. If after the additional five (5) business days the violation is not corrected, Sloan may take corrective measures that include, without limitation, loss of access to particular Sloan products and termination of eligibility as an authorized Distribution Partner.

Sloan is adopting this Policy as its own unilateral policy. Sloan will determine in its sole discretion whether a Sloan Distribution Partner is in violation of this Policy, and what corrective measures if any to take for violations and communicating such decisions. Sloan will take these actions independently and without reference to or input from any other Distribution Partner or outside party. Sloan will not respond to communications about other Distribution Partners or their direct or indirect customers who are third-party resellers who are advertising Sloan products in violation of this Policy.

The MAP Administrator is solely responsible for and authorized to determine whether a violation has occurred, what appropriate steps shall be taken, and sending and receiving communications regarding this Policy. All inquiries and questions about this Policy should be directed to the following email address:

MAPPAdministrator@sloan.com

Other Sloan employees and sales representatives have no authority to modify or grant exemptions to this Policy, or to have communications regarding violations with any Distribution Partner or their direct or indirect customers who are third-party resellers.

This Policy should in no way be considered an agreement between or among Sloan, any Distribution Partner, or any of its direct or indirect customers who are third-party resellers. This Policy is non-negotiable and will not be altered for any Distribution Partner. Sloan reserves the right to modify, suspend or cancel this Minimum Advertised Price Policy, in whole or in part, at any time and for any reason.

Exhibit A – Minimum Advertised Price Specific Exceptions

| Item | Description | List Price | MAPP |
|---------|---|-------------|-------------|
| 3080153 | REGAL 110 XL | \$ 197.50 | \$ 98.75 |
| 3080053 | REGAL 111 XL | \$ 197.50 | \$ 98.75 |
| 3080050 | REGAL 111-1.28 XL | \$ 197.50 | \$ 98.75 |
| 3082653 | REGAL 186 XL | \$ 197.50 | \$ 98.75 |
| 3082675 | REGAL 186-1 XL | \$ 197.50 | \$ 98.75 |
| 3982628 | REGAL 186-0.5 XL | \$ 197.50 | \$ 98.75 |
| 3325500 | EBV500A SINGLE FLUSH SIDE MOUNT | \$ 301.50 | \$ 145.00 |
| 325105 | EBV89A-M SENS ASM H.OPENING-CLOSET METAL | \$ 313.45 | \$ 159.00 |
| 3301120 | A1037A-BX DUAL FLTR DIAP KT 1.5 UR BOXED | \$ 51.40 | \$ 24.42 |
| 3301121 | A1038A-BX DUAL FLTR DIAP KT 3.5 CL BOXED | \$ 51.40 | \$ 24.42 |
| 3301122 | A1041A-BX DUAL FLTR DIAP KT 1.6 CL BOXED | \$ 51.40 | \$ 24.42 |
| 3301123 | A1042A-BX DUAL FLTR DIAP KT 1.0 UR BOXED | \$ 51.40 | \$ 24.42 |
| 3301124 | A1043A-BX DUAL FLTR DIAP KT 0.5 UR BOXED | \$ 51.40 | \$ 24.42 |
| 3301125 | A1044A-BX DUAL FLTR DIAP KT 2.4 CL BOXED | \$ 51.40 | \$ 24.42 |
| 3301119 | A1045A-BX DUAL FLTR DIAP KT 1.28 CL BOXED | \$ 51.40 | \$ 24.42 |
| 3301142 | A1047A-BX DUAL FLTR DIAP KT 0.25 UR BOXED | \$ 51.40 | \$ 24.42 |
| 3301143 | A1050A-BX DUAL FLTR DIAP KT 1.25 UR BOXED | \$ 51.40 | \$ 24.42 |
| 3301150 | A1101A-BX REBUILD KT 1.6 CL EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301151 | A1102A-BX REBUILD KT 3.5 CL EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301152 | A1103A-BX REBUILD KT 2.4 CL EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301157 | A1104A-BX REBUILD KT 1.28 CL EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301153 | A1106A-BX REBUILD KT 0.5 UR EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301154 | A1107A-BX REBUILD KT 1.0 UR EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301155 | A1108A-BX REBUILD KT 1.5 UR EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301166 | A1113A-BX REBUILD KT 0.25 UR EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3301187 | A1125A-BX REBUILD KT 0.125 UR EXPS BOXED | \$ 60.50 | \$ 28.74 |
| 3302003 | B51A-BX REP KIT HANDLE ASM ROYAL (BOXED) | \$ 8.70 | \$ 4.13 |
| 3323183 | V651A-BX REPAIR KIT (BOXED) | \$ 4.20 | \$ 2.00 |
| 3301036 | A36A REPAIR KIT 4.5 CLOSET | \$ 26.85 | \$ 12.75 |
| 3301037 | A37A REPAIR KIT 1.5 URINAL | \$ 26.85 | \$ 12.75 |
| 3301038 | A38A REPAIR KIT 3.5 CLOSET | \$ 26.85 | \$ 12.75 |
| 3301041 | A41A REPAIR KIT 1.6 CLOSET | \$ 36.75 | \$ 17.46 |
| 3301044 | A42A REPAIR KIT 1.0 URINAL | \$ 36.75 | \$ 17.46 |
| 3301081 | A43A REPAIR KIT 0.5 URINAL | \$ 36.75 | \$ 17.46 |
| 3301024 | A44A REPAIR KIT 2.4 CLOSET | \$ 36.75 | \$ 17.46 |
| 3317001 | R1001A REBUILD KIT REGAL 4.5 GPF CLOSET | \$ 35.25 | \$ 16.74 |
| 3317002 | R1002A REBUILD KIT REGAL 1.5 GPF URINAL | \$ 35.25 | \$ 16.74 |
| 3317003 | R1003A REBUILD KIT REGAL 3.5 GPF CLOSET | \$ 35.25 | \$ 16.74 |
| 3317004 | R1004A REBUILD KIT REGAL 1.6 GPF CLOSET | \$ 42.45 | \$ 20.16 |
| 3317005 | R1005A REBUILD KIT REGAL 1.0 GPF URINAL | \$ 42.45 | \$ 20.16 |
| 3317020 | R1006A REBUILD KIT REGAL 1.28 GPF CLOSET | \$ 42.45 | \$ 20.16 |
| 3317011 | R1011A REBUILD KIT REGAL 0.5 GPF URINAL | \$ 42.45 | \$ 20.16 |
| 3317012 | R1012A REBUILD KIT REGAL 2.4 GPF CLOSET | \$ 42.45 | \$ 20.16 |
| 5302305 | B50A HANDLE ASM REGAL REP KIT (6 PACK) | \$ 4.50 | \$ 2.14 |
| 3323192 | V551A VAC BRKR REP KIT (V500A/V500AA) | \$ 4.00 | \$ 1.90 |
| 1001500 | WES150 UNIV WATERFREE URINAL CARTRIDGE | \$ 70.30 | \$ 42.99 |
| 1001555 | WES155 32 PACK CASE INDIVIDUALLY BOXED | \$ 2,170.50 | \$ 1,299.99 |