

BLANCO AMERICA
UNITED STATES UNILATERAL MINIMUM ADVERTISED PRICE POLICY (UMAPP)

BLANCO America Inc. ("BLANCO") recognizes that its resellers invest resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support its resellers' efforts, BLANCO wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from BLANCO resellers.

In order to successfully compete in the marketplace and to maintain its premium brand image, BLANCO has announced this UMAPP. Hereafter, all sales from BLANCO resellers to end-users of products set forth in BLANCO's *Unilateral Minimum Advertised Price Policy Grid* (the "Product(s)") inside the United States shall be subject to this UMAPP.

BLANCO Products covered and their coordinating minimum advertised prices are set forth in the *UMAPP Price Grid* and shall be delivered or otherwise made available by BLANCO to the reseller. BLANCO reserves the right from time to time to alter, modify, suspend, or cancel this UMAPP, the Products covered, and/or the minimum advertised prices.

This UMAPP does not restrict a reseller's right to establish independent advertised and/or resale prices of BLANCO Products. BLANCO reserves the right to determine whether a reseller has advertised BLANCO's Products at a net advertised price less than the minimum advertised price established in this UMAPP. Upon such determination, BLANCO may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the reseller. ***Please note that the actions of another reseller are not exceptions to this UMAPP and will be considered non-acquiescence.***

This UMAPP has been unilaterally adopted by BLANCO. BLANCO neither solicits nor will it accept assurances by any reseller of acquiescence with this UMAPP. Nothing in this UMAPP shall constitute an agreement between BLANCO and any reseller of compliance with this UMAPP. The reseller within its own discretion can choose to acquiesce or not acquiesce with this UMAPP. BLANCO will not discuss conditions of acceptance related to this UMAPP. This UMAPP is non-negotiable and will not be altered, modified, or amended for any reseller.

The following are actions would NOT constitute acquiescence with BLANCO's UMAPP:

- Advertising that: i) states things such as "see price in cart," "click to see price," "add to cart for best price," or "call for price"; ii) lists a price that is struck through; iii) does not list a price, or iv) contains any language or graphic representation that implies, or from which the end-user can infer, that the end-user may click through to the cart to see a price lower or higher than that set forth in the *UMAPP Price Grid*
- The issuance of non-BLANCO announced rebates (in any form, including coupon codes) on Product(s) listed in the *UMAPP Price Grid*

BLANCO's sales personnel have no authority to modify or grant exceptions to this UMAPP. All questions regarding interpretation of this UMAPP should be directed to the UMAPP Committee at brandprotection@blanco.com.