

Minimum Advertised Price Policy

1. Introduction

DeVilbiss Automotive Refinishing (DeVilbiss), a division of Carlisle Fluid Technologies, is a leading global designer and manufacturer of refinishing equipment and productivity products. DeVilbiss offers a broad range of solutions for the refinishing market including spray equipment, disposable paint cups, air filtration, dirt control products, and more.

2. Policy Statement

DeVilbiss, 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 7, ("MAP Products"). DeVilbiss may in its sole discretion modify this list from time to time.
- b. The Minimum Advertised Price for any DeVilbiss product included in the MAP Policy shall not be less than 10% below the current Manufacturer's suggested User Price as published on the DeVilbiss price list. MAP pricing is established by DeVilbiss and may be adjusted by DeVilbiss at its sole discretion.
- c. DeVilbiss recognizes that dealers are free to make their own decisions to advertise and sell any DeVilbiss product at any price they choose, without consulting or advising DeVilbiss. Similarly, DeVilbiss will exercise its right to make its own decisions regarding supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
- d. 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

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- 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 DeVilbiss products, so long as no price is listed.
- e. This MAP Policy also applies to any activity which DeVilbiss 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, DeVilbiss may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, DeVilbiss 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 DeVilbiss may offer a direct manufacturer’s rebate or promotion to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer’s rebate or promotion, provided that:
 - i. the advertisement includes a MAP-compliant price, the rebate/promotion 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. Bundling Guidelines

- a. “Bundling” or advertising DeVilbiss products for sale together with other products will violate this MAP Policy when:
 - i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
 - ii. the product(s) bundled with MAP Products violate DeVilbiss’s Intellectual Property rights; or
 - iii. the product(s) bundled with MAP Products violate the DeVilbiss Trademark and Brand Policy; or

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- iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
 - v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
 - b. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:
 - i. technically incompatible
 - c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
 - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
 - ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
 - d. Rebate programs from DeVilbiss are exempt from this policy.
6. Policy Enforcement
- a. If a distributor with multiple locations violates this MAP Policy at any one location, or on any associated website, then DeVilbiss will consider this to be a violation by the distributor.
 - b. DeVilbiss reserves the right to cancel any pending orders, restrict future orders, or suspend distributors' account if DeVilbiss reasonably believes:
 - i. a dealer has violated the provisions of this policy; or
 - ii. a dealer intends to violate this policy.
 - c. DeVilbiss's Director of Sales is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.
 - d. Waivers to this MAP Policy may be granted in DeVilbiss's sole discretion by the Director of Sales in writing. DeVilbiss Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the Director of Sales authorizes a waiver to the MAP Policy, distributors 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. DeVilbiss monitors the advertised prices of distributors, either directly or via the use of 3rd party agencies or tools. Distributors are expected to provide reasonable cooperation in any DeVilbiss investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a DeVilbiss MAP Policy investigation is a violation of this MAP Policy.

- f. The MAP Policy will be enforced by DeVilbiss 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 askus@carlisleleft.com.

7. MAP Products

Order Number	Model Number	Description	3/15/16 Sugg. User Price USD	Minimum Advertised Price
Premium Spray Guns				
703517	703517	TEKNA® PROLITE UNCUPPED GUN (1.3, 1.4 & 1.5, TE20 & HV30)	610.00	549.00
703566	703566	TEKNA® PROLITE GUN/CUP (1.2, 1.3, & 1.4, TE10 & TE20)	670.00	603.00
703567	703567	TEKNA® PROLITE UNCUPPED GUN (1.2, 1.3, & 1.4, TE10 & TE20)	610.00	549.00
703580	703580	TEKNA® PRO GUN/CUP (1.2, 1.3, 1.4, TE10, TE20)	670.00	603.00
703581	703581	TEKNA® PRO UNCUPPED (1.2, 1.3, 1.4, TE10, TE20)	610.00	549.00
703582	703582	TEKNA® PRO UNCUPPED (1.3, 1.4, 1.5, TE20, HV30)	610.00	549.00
703624	703624	TEKNA® PROLITE PRESSURE FEED GUN (TE40, HV40, 1.0,1.4)	596.65	536.99
703661	703661	TEKNA® COPPER HE UNCUPPED (1.3, 1.4, 7E7)	550.00	495.00
703662	703662	TEKNA® COPPER HE GUN/CUP (1.3, 1.4, 7E7)	600.00	540.00
703663	703663	TEKNA® PROLITE PRESSURE FEED GUN (TE40, HV40, 1.0, 1.2, 1.4)	640.10	576.09
703675	703675	TEKNA® COPPER HE UNCUPPED (1.2, 1.3, 7E7)	550.00	495.00
703676	703676	TEKNA® COPPER HE GUN/CUP (1.2, 1.3, 7E7)	600.00	540.00
703892	703892	TEKNA® BASECOAT UNCUPPED (1.2, 1.3)	609.99	548.99
703893	703893	TEKNA® BASECOAT UNCUPPED (1.3, 1.4)	609.99	548.99
703894	703894	TEKNA® BASECOAT W/CUP (1.2, 1.3)	669.99	602.99
703895	703895	TEKNA® BASECOAT W/CUP (1.3, 1.4)	669.99	602.99
803311	SRIPRO-635G-10	SRIPRO SPOT REPAIR GUN (HS1 & TS1 - 1.0)	419.20	377.28
303940	303940	TEKNA® PROLITE SPECIAL EDITION STEAMPUNK SPRAY GUN	660.00	594.00
Air Control				
130546	130546	CAMAIR® DAD-PRO™ SYSTEM	1,016.75	915.08
130522	130522	CT PLUS™ 5 STAGE FILTER/DRYER SYSTEM	799.00	719.10
130026	DAD-500	DAD-500™ DESICCANT AIR DRYING SYSTEM	1,105.00	994.50
Disposable Cups				
802100	DPC-600	DISPOSABLE CUPS & LIDS 34OZ (32)	78.50	70.65
802101	DPC-601	DISPOSABLE CUPS & LIDS 24OZ (32)	64.55	58.10
802102	DPC-602	DISPOSABLE CUPS & LIDS 9 OZ (32)	52.45	47.21

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