**WM TECHNOLOGIES, LLC MINIMIMUM ADVERTISED PRICE (“MAP”)**

**FOR WEIL-MCLAIN® BRANDED RESIDENTIAL AND COMMERCIAL PRODUCTS**

**FOR AUTHORIZED RESELLERS**

Effective: July, 2021

WM Technologies, LLC (“WMT”) is a leading manufacturer of premium hydronic comfort heating systems and has built a reputation of quality and innovation. Industry-leading products are expected from WMT and its reseller organizations. WMT values the support and services provided by its distributors and dealers and wishes to ensure that it’s Authorized Resellers (“Resellers”) are adequately compensated for those services. WMT expects all Resellers, including those selling via the Internet, maintain WMT’s high standards and premium brand image by properly promoting its products.

WMT believes that certain advertising practices are inconsistent with its competitive strategy for these products and the WMT brand image as an innovation and technology leader. WMT, therefore, believes that its products should be advertised at prices that reflect their true value to purchasers. To serve this purpose and properly position WMT products in today’s market, effective July 27, 2021 WMT will implement this Minimum Advertised Price policy (“Policy”). Products covered under this Policy include all Weil-McLain® branded residential boiler products (“MAP Products”), listed in its Trade Price Books located at <https://www.weil-mclain.com/resource-library/distributors>. **“Residential Boilers”** are boilers with a maximum output of 399 BTUs and under. This Policy applies to U.S. Authorized Resellers of MAP Products only.

Pricing for WMTcommercialboilersmaynot be shown onlineand consequences for violations are addressed in the **Weil-McLain® Branded Commercial Product Pricing Internet Prohibition** following this Policy**.** Weil-McLain® branded **“Commercial Boilers”** are boilers with a maximum output of over 399 BTUs. In a unilateral policy decision, concerning the marketing and sale of its products and in furtherance of its independent business strategy, WMT determined that the MAP Products should not be advertised at a price less than the MAP Price. MAP Price is the price of each Residential Boiler product listed in the Trade Price Books multiplied by seventy-three one hundredths (0.73). The resulting product of the two factors is the MAP Price (hereinafter the “MAP Price”) and adopted in this Policy. WMT reserves the right to modify the Trade Price Books (hereinafter the “TPB”), to which this Policy applies, with periodic updates to the Listing at <https://www.weil-mclain.com/resource-library/distributors>.

WMT will apply any such revised or updated policy regardless of whether any affected Authorized Reseller has actual notice of the changes. Authorized Resellers may wish to check the TPB online regularly to know which Products are covered by this Policy. This Policy applies to all advertisements of MAP Products aimed at the general public in any and all media, including, without limitation, inserts, newspapers, magazines, catalogs, mail-order catalogs, public signage, other print media, television, radio, flyers, posters, coupons, brochures, e­mail, internet websites, e-commerce, social networks, banner ads, landing pages, any method which uses the hypertext transfer protocol (http) or any internal link to a web based shopping cart, and other electronic media (collectively, the “Advertisements”). The price of MAP Products included in any Advertisement shall be the “Advertised Price”.

This Policy applies to Advertised Prices only and in no way limits the Authorized Reseller from setting the price at which the Product is actually sold to an end customer. Each Authorized Reseller otherwise remains free to independently establish its own retail prices. To be eligible for uninterrupted and continuous supply of WMT Products, Authorized Resellers must be in compliance with this Policy.

WMT unilaterally implemented this MAP Policy in accordance with its right to choose the Authorized Resellers with whom it wishes to deal. WMT is not asking or requiring Authorized Resellers to agree to any aspect of this MAP Policy. Importantly, Authorized Resellers remain free to determine if they wish to follow the WMT MAP Policy or not. WMT is implementing the MAP Policy as its own policy and advising Authorized Resellers that there will be certain consequences if they advertise WMT products at prices less than the applicable designated MAP Price.

This Policy is administered and enforced unilaterally by WMT and is non-negotiable. WMT has the right to revise any terms of this Policy, at any time, and to interpret, enforce and otherwise handle all questions and issues related to the Policy, in its sole discretion. Advertisements that do not comply with WMT’s Policy will be considered in Violation and, without assuming any liability, WMT or will issue written Notification of Violation by email to the Authorized Reseller of its failure to follow the Policy and execute the Schedule of Consequences as set forth below. WMT will consider each violation based on its own facts, and any decision by WMT to impose a consequence pursuant to this Policy cannot be appealed. WMT may, however, unilaterally decide to review an Authorized Reseller’s status after an independently determined period of time. WMT has the right, but not the obligation, to monitor, review or audit resellers' advertising media, regardless of form, for compliance with this Policy. Any failure by WMT to require compliance with any provision of this Policy will not operate as a waiver to require future compliance with the Policy.

WMT has not and will not seek consultation or negotiate with any Authorized Reseller regarding this Policy or MAP Pricing. WMT employees and representatives are not authorized to discuss any aspect of this MAP Policy, including the meaning or interpretation of this Policy. All inquiries, questions or communications regarding WMT’s MAP Policy, should be directed to WMT’s Minimum Advertised Price Policy Administrator by e-mail at [www.mapenforcement@weil-mclain.com](http://www.mapenforcement@weil-mclain.com). If any Authorized Reseller believes that any person associated with WMT has attempted to depart from this Policy by attempting to agree or agreeing on a price at which the Authorized Reseller will advertise, quote, or sell a MAP Product, then the Authorized Reseller should immediately notify WMT in writing at the address provided above.

This MAP Policy is effective May 1, 2020 and will remain in effect until further written notice from WMT’s MAP Administrator. This MAP Policy supersedes any and all prior policies established by WMT on the same subjects.In its sole discretion,WMT reserves the right to revise this MAP Policy or its TPB at any time and in any respect. WMT intends that, when and if it changes this MAP Policy, those revisions will be provided to Authorized Resellers in writing, in advance via email or through such additional means as designated by WMT. WMT will apply any such revised or updated policy regardless of whether any affected Authorized Reseller has actual notice of the changes. Authorized Resellers may wish to check the TPB online regularly and to know which Products are covered by this Policy.

This Policy document is provided for information and reference only. Nothing in WMT’s MAP Policy or TPB is to be construed as an agreement between WMT and any Authorized Reseller on the resale price of WMT products. WMT does not seek and will not accept any such agreement. It does not constitute an agreement and is not incorporated into Authorized Reseller’s Authorized Reseller Agreement by reference.

**The terms of this Policy are confidential and may not be disclosed to other parties.**

1. **MAP GUIDELINES**

This Policy applies to all MAP Products and any future MAP Products added to the TPB located at <https://www.weil-mclain.com/resource-library/distributors>.

1. Authorized Resellers are free to advertise MAP Products at any price equal to or higher than MAP Price. At Authorized Reseller’s option, the advertised price may be netted down to show the final price (in addition to showing the MSRP).
2. Authorized Resellers cannot publish any MAP Product at a net price lower than the current MAP Price at the time of the advertisement or promotion either online or offline in any publication including those of any third-party. Third-party includes retailers, price comparison websites, search engines, auction websites, distributors, or any company conducting commerce. Violations will be subject to the Schedule of Consequences as outlined below.
3. Any violation by an Authorized Reseller is the responsibility of that Authorized Reseller only. There are no third-party beneficiary rights to this Policy.
4. Authorized Resellers may, but are not required to, advertise that customers may contact the Authorized Reseller to learn the actual sale price, such as "call for a price" or "email for a price". For "email for a price," any response must be individualized and not an automated or auto-generated response.
5. Price information conveyed both outside and inside the cart such as "click for price", “mouse over for price”, “see price in-cart”, “add to-cart for lowest price” button, or any other method on a website intended to solicit potential customers to put the product in a cart that ultimately displays a price lower than the MAP Price is a violation of this Policy.
6. Promotional gift cards, instant rebates, discounts, coupons and other promotional activities that effectively lower the advertised price below the MAP are not permitted, when shown on the same page prior to “Checkout”, same email, or same ad as the MAP Products.
7. This Policy also does not apply to advertisements that simply announce discounts, rebates, coupons, and other promotions without including an Advertised Price for a specified MAP Product or other products. The Policy does not in any way limit the ability of Authorized Resellers to advertise any WMT sponsored rebate offer, when applicable, and to offer that rebate in addition to any discount offered as part of the MAP Price.
8. Notwithstanding guideline 5, above, the Policy shall not apply to the final “Checkout” stage for online purchases, provided that:
* The consumer has acted in a deliberate manner to “go to Checkout” or “make purchase payment,” by clicking on buttons designed for such purpose;
* The consumer’s personal information is required, most commonly name and address, or login information that is inclusive of this personal information; and
* Security measures are in place where all data is encrypted for security against fraudulent activity and product price is not accessible by price comparison engines or “spiders.”
1. Promotional codes or coupons may be entered only at the “Checkout” stage. The manner in which an Authorized Reseller communicates the existence of such coupons or additional discounts is subject to the Policy.
2. WMT-Sponsored rebate programs, free shipping and/or handling and free financing promotions will not be deemed to lower the effective advertised price of a MAP Product under this Policy.
3. Applicable taxes paid by the Authorized Reseller's customer are not included as part of the MAP Policy.
4. Bundle promotions created by an Authorized Reseller that advertise specific WMT branded products, and which are not sponsored by WMT, shall meet the following guidelines:

If an Authorized Reseller advertises a bundle of products, which includes MAP Products, the Authorized Reseller must advertise the price or value of the MAP Products at or above MAP Price.

1. The Policy does not in any way limit the ability of any Authorized Reseller to advertise that "they have the lowest prices", that they "will meet or beat any competitors price", or that prices are "too low to show", provided the Advertised Price is not less than MAP Price.
2. At its own discretion, WMT may, from time-to-time, allow Authorized Resellers to advertise specified MAP Products below MAP Price, such as during a defined promotional period. In that event, WMT will notify Authorized Resellers through an authorization letter, issued in writing, via email, or through such additional means as designated by WMT, defining the promotional period and any applicable terms and conditions.
3. **SCHEDULE OF CONSEQUENCES FOR VIOLATING MAP POLICY**

**General**

* Counting of Policy violations applies once for each advertisement vehicle containing a violation, regardless of whether that advertisement contains more than one violation. For example, if two WMT branded product model boilers in one circular advertisement are found to be in violation that would constitute as one violation. For online advertising, each day of violation would constitute as one violation. For example, if two WMT branded product model boilers listed online are found to be in violation in one calendar day; that would constitute one violation.
* If an Authorized Reseller is on notice of a violation, but fails to fully satisfy the complete terms of the corresponding Consequence (shown in table below) specified by this Policy, such failure would count towards a new instance of violation.
* WMT shall, at its sole discretion, determine the MAP Product among the MAP Products that has been in non-compliance of this Policy, for which the Consequence of a violation applies. For example, First Violation was on MAP Product **“**A**”** and Second Violation was on MAP Product **“**B**”**. WMT shall have the discretion to choose whether MAP Product **“**A**”** or **“**B**”** cannot be listed in Advertisements for the designated period of time.
* At the end of each calendar year, effective midnight on December 31st of that year, all violations are dismissed such that Authorized Reseller shall have no Violations remaining.
* The Violation Schedule below applies to each of the MAP Products.
* In addition to the specific Consequences outlined in the table below, without assuming any liability, WMT may:
1. In the event of a printing error, require an immediate, formal retraction on all offending Advertisements (such retraction must be issued as soon as possible, but no later than one week after the error).
2. After the fourth violation, WMT, at its sole discretion, may buy back any remaining sellable inventory of a MAP Product (as determined by WMT, according to the guideline above) of the Authorized Reseller via one of its distributors. Reseller will be responsible for freight and other related charges.
3. Terminate the Reseller’s authorized status.
* Policy violations that will result in the termination of the Reseller’s authorized status, include, but are not limited to: 1) the sale of MAP Products outside of the United States; 2) a Reseller’s disclosure of the details of this Policy to another party; and 3) a residential only Authorized Reseller’s sale of Commercial Products online.
* **The details of WMT’s enforcement decisions will be strictly between the Authorized Reseller that has violated the MAP Policy and WMT.**

**Violation Schedules on Print and Online Advertising**

 WMT will notify Authorized Resellers of Violations of this Policy via Notice of Violation sent by email to the Authorized Reseller.

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| **Violation** | **Consequence** |
| First Violation | Notice of Violation by email to the Authorized Reseller with a requirement to fix the Violation within 24-48 hours. |
| Second Violation (within a 12-Month Calendar Period) | WMT will terminate the Reseller’s DAP volume rebate for the calendar year in which the Second Violation occurs.**\*** |
| Third Violation (within a 12-Month Calendar Period) | Reseller will no longer be an WMT Authorized Reseller online.**\***  |
| Fourth Violation (within a 12-Month Calendar Period) | WMT will suspend shipment of all MAP Products for resale, indefinitely.  |

**\***In all instances after the First Violation, the Reseller will have five (5) business days from the date on WMT's email Notice to correct the violation and comply with this Policy. If the reseller does not correct the violation within the five (5) business-day period, then the reseller will be deemed to have committed a subsequent violation of this Policy and WMT may proceed as described herein.

**Weil-McLain® branded Commercial Products Pricing Internet Prohibition**

WMT commercial product resellers are prohibited from promoting WMT commercial boiler pricing online. The preceding Policy applies to residential products only, as defined therein. Any reseller who promotes WMT commercial product (Over 399 BTU) pricing online will be subject to the following penalties:

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| **Violation** | **Consequence** |
| First Violation | Notice of Violation by email to the Authorized Reseller with a requirement to fix the Violation within 48 hours. |
| Second Violation (within a 6-Month Calendar Period of the First Violation) | WMT will terminate the commercial product reseller’s DAP volume rebate.\* |
| Third Violation (within a 12-Month Calendar Period of the First Violation) | WMT will suspend the sale and shipment of WMT commercial products for resale to the reseller, indefinitely.  |

\*In the Second Violation, the reseller will have five (5) business days from the date on WMT's Notice to pull pricing down from the WMT commercial boiler advertising online. If the reseller does not correct the violation within the five (5) business-day period, then then the reseller will be deemed to have committed a subsequent violation of this Policy and WMT may proceed as described herein.