



## KINGSTON BRAND MAP POLICY

To: All LVC Kingston Dealers, Showrooms, Wholesalers, Distributors, Kitchen and Bath Dealers, and Online Retailers.

Re: **Kingston Brand Minimum Advertised Price Policy**

Effective Date: January 1, 2025

LVC Kingston (**Kingston**) has adopted the following Minimum Advertised Price (MAP) Policy for Kingston product offerings. This MAP Policy applies to all Kingston Brand Dealers, Showrooms, Retailers, Wholesalers, Showrooms, Distributors, Kitchen and Bath Dealers, and Authorized Online Retailers (each, a **Kingston Reseller**), is effective January 1, 2025, and replaces and supersedes any prior MAP policies for Kingston products.

Kingston relies upon its network of Online Retailers to market and sell its products. In 2010 Kingston instituted a MAP pricing policy to support brand value, retailer confidence and profitability as well as consumer service and satisfaction.

In keeping with the strategy outlined above, LVC Kingston Company has adopted the following Policy:

1. Kingston Resellers shall not advertise Kingston Products in any medium (including, without limitation, print, radio, television, retailer or other websites, auction sites, shopping engines, online marketplaces, internet resale sites and electronic media) at a consumer advertised price lower than the Minimum Advertised Price established by LVC Kingston
2. For purposes of this Policy, the consumer 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.
3. Online Retailers must display an advertised price for all Kingston Products on the product detail page. For clarification, verbiage such as "Click for price" does not satisfy the requirement for displaying an advertised price.
4. Online Retailers may not modify product names, descriptions or SKU numbers on product listing pages and marketing materials, such as by omitting or modifying hyphens or other punctuation, or take any other actions in an attempt to obscure or conceal violations of this Policy.
5. LVC Kingston Company has established a Minimum Advertised Price for all Products as follows:
  - No more than 35% below LVC Kingston's then-current list price for all Kingston Products
6. LVC Kingston Company reserves the right, in its sole discretion, to change the Minimum Advertised Price generally or with respect to certain products and, if it does so, it will provide notice of such change at least 30 days in advance. This Policy shall not apply to products that are designated as obsolete or discontinued by LVC Kingston in its sole discretion.
7. LVC Kingston Resellers are free to establish their own actual sale prices for Kingston Products and their own advertising policies.

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8. If any Kingston fails to comply with this Policy, the consequences set forth on **Exhibit 1** shall apply.
9. If a LVC Kingston Reseller believes a violation letter was sent in error, then within five business days from receiving such notice, it may submit evidence to Kingston for consideration. If LVC Kingston company, in its sole judgment, finds such evidence to be persuasive, it may rescind the finding of a violation.
10. Notwithstanding the provisions of **Exhibits 1, 2 and 3**, (a) after a first violation, a failure to comply with this Policy will not be treated as a violation unless it occurs (or continues) more than two days after a previous violation, and (b) any violation of this Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
11. LVC Kingston Company reserves the right, in its sole discretion and without being required to exhaust the consequences on **Exhibits 1, 2 and 3**, to stop selling Kingston Products to any Kingston Reseller that Kingston deems to be a chronic violator or that otherwise demonstrates its unwillingness or inability to comply with this Policy.
12. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be approved in advance by Kingston, in its sole discretion.

LVC Kingston Company has adopted this Policy unilaterally in furtherance of its independent business strategy for its Kingston brand. Each Kingston Reseller is free to decide independently whether to follow this Policy.

No Kingston employee or representative is authorized to modify or change this Policy for any particular Kingston Reseller. LVC Kingston Company alone will implement, interpret and enforce this Policy in its sole discretion and independent judgment. Kingston does not expect, and will not accept, any assistance from or agreement with its customers about this Policy or its implementation, interpretation or enforcement.

Please make sure that all appropriate people in your organization receive a copy of this Policy. LVC Kingston company reserves the right to amend or discontinue this Policy at any time, and we will notify you of any such amendment or discontinuation. This Policy is in addition to and separate from all other LVC Kingston Company policies.

Thank you for your continued support of Kingston products.

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## **Exhibit 1**

### Consequences for violations by any Kingston Reseller

If any Kingston Reseller fails to comply with this Policy, the following consequences shall apply.

- (a) First Violation: LVC Kingston will reduce Reseller's account discount multiplier by 10% at the discretion of the account manager. Written Warning (may be via email).
- (b) Second Violation: LVC Kingston will suspend the customer's purchasing status for a period of thirty (30) days.
- (c) Third Violation: LVC Kingston will suspend the customer's purchasing status indefinitely.