

## **Linear, LLC Unilateral Minimum Advertised Price (“UMAP”) Policy**

In order to maintain and to further enhance the Linear, LLC (“Linear”) brand name, Linear is implementing a unilateral policy announcing minimum advertised price standards for its products that are sold in the United States, effective February 1, 2012.

The UMAP is Linear’s suggested advertised price as set forth in the current trade price list (see your sales representative for the current list). Linear distributors, dealers, retailers (including, but not limited to, catalog and Internet retailers using Linear’s distribution channels), businesses or individual(s) selling into the U.S. (collectively, “sellers”) shall not advertise Linear products at prices less than Linear’s established UMAP. Any advertising that contains a price lower than UMAP will be in violation of this Policy.

Under the UMAP Policy, Linear reserves the right to examine any Linear product being advertised for compliance with the UMAP Policy. Any seller of Linear products who violates the UMAP policy will have 48-hours from the notice, in writing, of the violation to correct the advertised pricing for the product(s) that is not in compliance. Continued non-compliance or violation of the UMAP Policy after the 48-hour cure period will result in the suspension of all shipments of such product(s) to the seller for a period of six (6) months. For any subsequent violation of this UMAP Policy by the same seller in which the violation is not cured after the notice and 48-hour cure period, the seller will no longer be authorized to purchase Linear products; Linear will discontinue all sales and shipments of Linear products to the seller, and seller shall be prohibited from further use of Linear’s trademarks.

Linear’s distribution partners shall provide a copy of this Policy to all of their dealers to provide notice that the Policy will apply to those dealers. Upon receipt of notice from Linear that a dealer has violated the UMAP Policy, the distribution partner shall not be authorized to supply the specified products to such dealer for the specified period. If any distribution partner continues to supply such Linear products to such dealer during such period, Linear will suspend shipments of those Linear products to such distribution partner for the same period. This Policy applies to all related terms, such as, but not limited to, discounts or percentages off, free product, rebates, and discount structures for existing or future purchases. Quantity and bundling offers are permitted as long as the advertised price per item does not violate the UMAP Policy.

Internet auction sites can be used; however, if a Linear product is sold from a store on the site, the UMAP Policy must be followed.

For purposes of this UMAP Policy, “advertising” of prices on Internet sites includes, without limitation, displaying prices for any Linear product, together with a picture or a description of such product. It does not include a price that is displayed only on a “checkout” or “shopping cart” page.

The UMAP Policy does not cover point-of-sale signs, stickers, hangtags, or bar codes and similar markings on products or product packaging which merely states the retail prices at which Linear products may be purchased. The UMAP Policy will not apply to products that are being discontinued, temporarily discounted or preapproved specials after thirty (30) days from the date of the Linear notice of the event to distributors and dealers.

Finally, and most importantly, the UMAP Policy does not apply in any way to your actual selling prices; your retail sales prices for any and all Linear products remain wholly within your discretion. Linear does not seek, nor will it accept, any agreement or assent from you respecting the UMAP Policy, either now or at any future time. This Policy is being established by Linear unilaterally and therefore is not subject to negotiation. Linear reserves the right at any time and for any reason to modify this Policy, to establish new or different policies or to discontinue any or all of such policies. This Policy shall remain in effect until modified or terminated by Linear. Linear believes that its Policy is clear and unambiguous. Should you have any inquiries regarding the Policy, however, please direct them only to [UMAP@linearcorp.com](mailto:UMAP@linearcorp.com) or call 800.421.1587 and ask to speak with the UMAP Policy Manager.