



United States Unilateral Price Policy

Effective: **May 1, 2017**

Jasco Products Company LLC ("Jasco") recognizes that its product resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support its resellers' efforts, Jasco wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer service and consumer experience they have come to expect from Jasco and the premium brands it serves.

In order to successfully compete in the marketplace and to maintain its premium brand image, Jasco has announced this Unilateral Price Policy ("Unilateral Policy" or "Policy"). Hereafter, all sales from Resellers to End Users of products set forth in Jasco's *Unilateral Price Grid* (attached) inside the United States shall be subject to this Unilateral Policy.

Jasco's products covered and their coordinating minimum advertised prices are set forth in the Unilateral Price Grid which shall be delivered or otherwise made available by Jasco to the Reseller. Jasco reserves the right from time to time to alter, modify, suspend, or cancel this Unilateral Policy, the products covered, and/or the minimum resale prices.

This policy does not restrict the Reseller's right to establish independent advertised and/or resale prices of Jasco products. Jasco reserves the right to determine whether a Reseller has advertised Jasco products at a net advertised price less than the minimum advertised price established in this Unilateral Policy. Upon such determination Jasco may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the Reseller.

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

Combining a product(s) from the *Unilateral Price Grid* with any other product for a sales price lower than the combined price of what the two (2) products could be purchased independent of each other, shall not constitute acquiescence with Jasco's Unilateral Policy.

The issuance of non-Jasco announced rebates (in any form) on a product(s) listed in the *Unilateral Price Grid* shall not constitute acquiescence with Jasco's Unilateral Policy.

The offer of free shipping or financing on product(s) in the *Unilateral Price Grid* shall constitute acquiescence with Jasco's Unilateral Policy.

The offer of a gift card redeemable for value on a future purchase with the purchase of product(s) in the *Unilateral Price Grid* shall constitute acquiescence with Jasco's Unilateral Policy.

Jasco, from time to time within its sole discretion may announce promotion prices and bundles of the products listed in the *Unilateral Price Grid* which shall constitute acquiescence with Jasco's Unilateral Policy.

Jasco's sales personnel have no authority to modify or grant exceptions to this policy. All questions regarding interpretation of this policy should be directed to the Jasco Policy Coordinator at: upadministrator@byjasco.com.