



## Unilateral Price Policy

### *Effective Immediately*

Unger Enterprises, LLC (“Unger”), recognizes that its high-quality resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation, and wishes to support those efforts to the extent it can.

In order to successfully compete in the marketplace and to ensure that Unger’s high-quality products are adequately promoted and supported with excellent customer service, Unger has announced this Unilateral Price Policy (“UPP”). Hereafter, all retail sales of products set forth in Unger’s *Unilateral Price Grid* (attached) (“Products”) inside the United States shall be subject to this UPP.

The terms of the UPP are as follows:

1) Resellers shall not advertise Products at prices below the Minimum Advertised Price (“MAP”) set forth by Unger, and as reflected in the applicable *Unilateral Price Grid*. Note: A price advertised even one cent below the Minimum Advertised Price is considered non-acquiescence. Unger reserves the right from time to time to alter, modify, suspend, or cancel this UPP, the Products covered and/or the Minimum Advertised Price, in its sole and absolute discretion at any time. Unger is the sole arbiter of such decisions and reserves the right to make any such decision unilaterally.

2) The UPP applies to advertised prices for each of the Products. The UPP is not, and is not intended to be, an agreement or understanding of any kind, express or implied, regarding the price at which the Reseller may sell the Products (or any Unger products). A Reseller may sell the Products (and all other Unger products) at any price it chooses. No officer, employee, representative or agent of Unger has authority to (i) enter into any agreement or understanding with respect to the price at which the Reseller sells the Products; or (ii) coerce or otherwise force the Reseller to price the Products at any level other than that unilaterally determined by the Reseller. The Reseller within its own discretion can choose to acquiesce or not acquiesce with this policy. Unger will not discuss conditions of acceptance related to this policy. This policy is non-negotiable and will not be altered, modified or amended at the request or for the benefit of any Reseller. However, from time to time within its sole discretion, Unger may announce promotional prices for Products listed in the Unilateral Price Grid. ***Please note that following the actions of another reseller is not an exception to this Unilateral Policy and will be considered non-acquiescence.***

3) The UPP applies to all advertisements and marketing of Products in any and all media, including and without limitation: newspapers, direct mail flyers or circulars, catalogs, television, radio, online/electronic media, and all other media. The UPP does not apply to in-store banners, displays, or price tags or other in-store advertising that is not distributed externally to a purchaser at any online or physical retail outlet (“End User”). The UPP, however, prohibits the use of phrases or graphical representations that are intended to suggest, or that would allow an End User to infer, that a lower price than the Minimum Advertised Price may apply.

The following are among the actions that will be deemed to constitute a Reseller’s acquiescence to this UPP:

- a) Offering free shipping or financing on Product(s).
- b) Offering a gift card, redeemable for value on a future purchase, along with the purchase of Product(s); or
- c) Advertising and promotional activities in compliance with this UPP.

The following are actions that DO NOT constitute acquiescence with this UPP:



a) Website features such as “click for price,” “see price in cart,” “add to cart for best price,” automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to checkout, and other similar features are considered to be communications initiated by the seller (rather than by the purchaser), will be deemed to be non-compliant advertisements.

b) The issuance of rebates not originating with Unger (in any form, including coupon codes) on Product(s) listed in the *Unilateral Price Grid*.

c) Including free or otherwise discounted products (whether Unger products or another brand's products) along with the sale of Products shall not constitute acquiescence with this UPP if such inclusion has the effect of discounting the advertised price of the Product below the price on the *Unilateral Price Grid* for that Product.

4) If Unger determines that a Reseller has violated this UPP, then Unger may within its sole discretion and without assuming any liability, take action up to any including canceling pending orders and/or may indefinitely refusing to accept new orders for Products.

5) Unger may engage in monitoring of advertised prices for Product sales in all channels, either directly, or via the use of one or more third parties engaged in monitoring of Product sales.

Please be advised that Unger’s sales personnel have no authority to modify or grant exceptions to this Unilateral Policy. All questions regarding interpretation of this Unilateral Policy should be directed to [UEBrandProtection@ungerglobal.com](mailto:UEBrandProtection@ungerglobal.com).



## **UNILATERAL PRICE GRID**

Please find the UPP Price Index on the Unger Enterprise website here: <https://usa.ungerglobal.com/resource-center/brand-protection/>

You can download the Price Index using this link: <https://usa.ungerglobal.com/wp-content/uploads/UPP-Price-Index.xlsx>