



## U.S. MINIMUM ADVERTISED PRICE POLICY

Fill-Rite Company (“Fill-Rite”) is the leader in the design and manufacturing of fluid handling equipment for petroleum fuels, agricultural products, and industrial chemicals. Fill-Rite products (the “Products”) include internationally recognized brands, such as Fill-Rite, and Sotera. Our objective is to distribute our Products in a manner that preserves the high-quality image that has been developed over the years for these Products, as well as maintain a mutually profitable relationship with its agents (distributors, marketplaces, and retailers). Fill-Rite has determined that unauthorized advertised discounts and price promotions associated with its Products detracts from the long-term value and image of its brands. Fill-Rite has therefore unilaterally established this MAP Policy to help ensure Fill-Rite’s legacy as a top producer of high-performance, high-quality Products and to protect the reputation of its name and Products. In addition, the MAP Policy will help ensure Sellers have the proper incentive to invest resources into serving the customers who purchase Fill-Rite Products.

Fill-Rite’s established policy of minimum advertised price standards (the “MAP Policy”) became effective November 1, 2018, and applies to all distributors, marketplaces, and retailers, including, without limitation, catalog and internet retailers (“Sellers”) that resell the Products to end use customers.

If Fill-Rite determines that any Product is being sold in violation of this MAP Policy, the agent will be notified of the violation and asked to correct the pricing. If the violation is not corrected within 5 days, a second notification will be sent. In the event an agent chooses not to adhere to the notifications, it could result in Fill-Rite imposing sanctions on that agent. Sanctions include, but are not limited to, refusal to pay coop money, reduction of the agent’s discount level, ceasing shipments of product, and/or termination of the account. Fill-Rite prefers to do business with agents who consistently build the perceived value of Fill-Rite and its Products.

1. Fill-Rite shall publish, at its discretion, manufacturer suggested retail prices (“MSRP”) for the Products. It is Fill-Rite’s policy that its Products are advertised at the MSRP.
2. “Advertise” or “Advertising” includes advertising through any and all media, including without limitation, print, ecommerce, email, and internet advertisement campaigns.
3. Advertising the Products below the MSRP shall be a violation of this MAP Policy. In connection with Advertising content, any strike-through, alteration, or modification of the MSRP in any manner, or coupons, rebates, or discounts resulting in an effective advertised price below the MSRP will also be a violation of this MAP Policy.
4. Nothing in this MAP Policy is intended to be, or shall be construed as, an agreement as to final prices at which the Products are sold. Sellers are free to sell at whatever price they choose.
5. This MAP Policy does not establish maximum advertised prices. Sellers may advertise Products at prices in excess of the MSRP.
6. No employee or representative of Fill-Rite may grant an exception to or modify this MAP Policy unless the exception or modification is provided to a Seller in writing by an authorized representative of Fill-Rite.



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7. This MAP Policy does not in any way limit the ability of any Seller to Advertise that “they have the lowest prices” or, they “will meet or beat any competitors price,” that users of the Product should “call for a price” or phrases of similar import as long as the price advertised or listed for the products is not less than the MSRP.
8. From time-to-time Fill-Rite may discontinue models or engage in promotions with respect to certain Products or engage in the sale of “close out” Products. In such events, Fill-Rite reserves the right to modify or suspend the MAP Policy with respect to the affected Products by notifying Sellers of such change. This discretion includes the right to offer special price promotions on certain Products.
9. Fill-Rite shall be solely responsible for: (a) determining whether a violation of this MAP Policy has occurred; (b) communicating decisions to Sellers regarding the MAP Policy; and (c) receiving any communication regarding sanctions imposed under this MAP Policy. Fill-Rite may monitor the advertised price of Sellers either directly or via the use of third-party agencies.
10. All communication from an agent regarding MAP pricing is to be conducted through their appointed Fill-Rite Regional Sales Manager.
11. Fill-Rite reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the MAP Policy change or designate periods of time during which the MAP Policy is not applicable.

**Rev: September 28, 2022**  
**Doc: SMK-PL-1050**