



**BARTELL GLOBAL**  
**INTERNET MINIMUM ADVERTISED PRICE POLICY**  
**January 1, 2025**

**Overview:**

Bartell Global is a premium positioned brand recognized in the market. To maintain that premium position over time, we are introducing an iMAP policy. Advertising Bartell Global products at deep discounts diminishes the value of its products and brand image in the market.

In order to uphold Bartell Global premium brand position, Bartell Global has adopted a Minimum Advertised Price Program (the “**Map Program**”), which is governed by this Internet Minimum Advertised Price Policy (together with all exhibits hereto, this “**iMap Policy**”). This iMap Policy governs the minimum advertised price (the “**MAP**”) of certain Bartell Global products sold by Bartell Global dealers. This iMAP Policy does not apply to any MAP Products (defined below) that are not advertised on or through the Internet, or the price at which MAP Products are actually sold. Bartell Global dealers are free to sell MAP Products at prices of their choosing, subject to the advertising restrictions set forth in this iMAP Policy.

This iMAP Policy is unilateral, non-negotiable, and will not be modified for any dealer. Bartell Global sales personnel have no authority to modify or grant exceptions to this iMAP Policy. All communications between Bartell Global or its sales personnel and a violator of this iMAP Policy will be strictly confidential and may not be communicated to any third-party.

The term “dealer” as used in this iMAP Policy includes “retailers” (resellers who sell to end-users) and “distributors” or “wholesalers” (resellers who sell to other distributors or to retailers, including co-ops, brokers and buying groups), regardless of the mode of distribution or sale (i.e., whether through a brick and mortar physical location, by mail order, through telephone sales or over the Internet).

For the avoidance of doubt, the term “dealer” includes both retailers, distributors and wholesalers that buy directly from Bartell Global as well as those that purchase Bartell Global products from other dealers. A DEALER THAT BUYS BARTELL GLOBAL PRODUCTS EITHER FROM A WHOLESALER OR DIRECTLY FROM BARTELL GLOBAL IS SUBJECT TO THE TERMS OF THIS iMAP POLICY.

EVERY DEALER OF BARTELL GLOBAL PRODUCTS IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH THIS iMAP POLICY. IN ADDITION, EACH BARTELL GLOBAL DISTRIBUTOR OR WHOLESALER IS ALSO RESPONSIBLE FOR ENSURING THAT ALL OF ITS DEALERS TO WHOM IT SELLS COMPLY WITH THIS iMAP POLICY. THE SANCTIONS LISTED IN THIS iMAP POLICY MAY BE IMPOSED ON THE BARTELL GLOBAL DEALER, DISTRIBUTOR AND WHOLESALER FOR VIOLATIONS OF THIS iMAP POLICY.

All Bartell Global dealers must notify Bartell Global in writing of all websites and/or URL's through which they advertise and/or sell Bartell Global products. Each Bartell Global dealer is responsible for ensuring that all MAP Products that it sells directly or indirectly (by, through or with a third-party, including other dealers) on the Internet comply with the terms of this iMAP Policy, including but not limited to any search engines, auction sites (e.g., eBay.com), shopping marketplaces (e.g., Amazon.com), third-party sites (e.g., Craigslist.com), or any other website.

**MAP Products:**

This iMAP Policy applies only to the products outlined in the attached Exhibit A (the “**MAP Products**”). Products not specifically listed on Exhibit A are not subject to this iMAP Policy. The current list of MAP Products and applicable MAPs identified on Exhibit A are subject to change at Bartell Global's sole discretion. Changes to the MAP Program and the iMAP Policy will be communicated by Bartell Global to Bartell Global sales representatives and or via email directly to the dealer. Bartell Global dealers are responsible for remaining current with the MAP Products and pricing. MSRP for MAP Products is also subject to change at Bartell Global's sole discretion which has the potential to effect the minimum advertised price.

**Intellectual Property licenses:**

Bartell Global grants to each dealer, only for so long as a dealer complies with the terms of this iMAP Policy and Bartell Global Internet Policy (collectively, the “**Policies**”), a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use Bartell Global trademarks, trade names, trade dress, service marks, and any copyrights provided to you by Bartell Global (collectively the “**Marks**”) solely for the purposes of using the Marks to advertise, promote and sell authentic Bartell Global products purchased from Bartell Global in compliance with the terms of the Policies. In addition to any other terms set forth in the Policies, a violation of any term of the Policies may terminate the foregoing license without further notice and, additionally, Bartell Global reserves the right to terminate this license at any time for any reason or no reason at its sole direction.

For the avoidance of doubt, Bartell Global reserves all right, title and interest in and to the Marks, including any derivative works thereof created by you, any patents and any other intellectual property or other proprietary right owned by Bartell Global or its affiliates other than the express license to the Marks granted to you pursuant to the terms of this iMAP Policy, and any use of the Marks by you shall accrue and incur to the sole and exclusive benefit of Bartell Global. You agree not to register, attempt to register, or use the Marks, Bartell Global name, trademarks or other similar marks or names as part of your business name, Internet address or domain name without Bartell Global’s prior written approval. Upon request from Bartell Global, you agree to execute all necessary papers, applications, and assignments of any derivative works of the Marks created by you to assign to Bartell Global all your rights, if any, under such derivative works. Upon notice from Bartell Global objecting to the use of any of Bartell Global’s intellectual property (including the Marks), you agree immediately stop using such intellectual property.

ANY VIOLATION OF THE PROVISIONS IN THIS SECTION (INTELLECTUAL PROPERTY LICENSES) WILL ENTITLE BARTELL GLOBAL TO AN AWARD OF ATTORNEY’S FEES AND EXPENSES INCURRED IN SEEKING COMPLIANCE OF THIS SECTION.

iMAP Policy Guidelines:

A Bartell Global dealer may not advertise a MAP Product at a price lower than its MAP or advertise a MAP Product in a manner that implies that its price is less than its MAP. The following are some examples of advertising that do not comply with this iMAP Policy and constitute MAP violations:

- Advertising a MAP Product at a net price that is less than the established MAP.
- Advertising a single MAP Product that is part of a bundle of products (regardless of whether or not the bundle contains non-MAP Products) and/or advertising a single MAP Product bundled with a free or discounted product to net the price down.
- Advertising a MAP Product that uses coupons, rebates (no sales tax events, etc), or other similar promotional language where the final price of the MAP Product, after deducting the value of the promotion scheme, would be below the MAP.
- Advertising a MAP Product in which shipping and/or handling is used to evade the applicable MAP. *Example:* Where MAP is \$99.99 and an advertisement indicates the price of the product is \$79.00 plus \$20.00 shipping and handling, a MAP violation has occurred.
- Advertising a MAP Product that is included in a storewide/site blanket discount event where the final price of the MAP Product, after deducting the value of the discount, would be below MAP. *Example:* taking an extra 15% off all compactors event is a MAP violation if such discount results in the price of a MAP Product subject to the discount being below its applicable MAP Price.
- Advertising a MAP Product in any other manner that circumvents or is intended to circumvent the intent of this iMAP Policy. For examples, dealers may not use different model numbers or any other means of identifying MAP Products to circumvent the terms of this iMAP Policy.
- Advertising a MAP Product that states, “price is too low to list” or similar phrase is a MAP violation.
- Using “hover-over” or other similar techniques that do not require a user to “click” their mouse to see the actual price is a MAP violation.

- Advertising MAP Products to any customers (whether individual or entities) through special dealer loyalty, membership, club or, similar programs at a price less than the established applicable MAP for such MAP Product.

The following is an example of advertising that does comply with this iMAP Policy:

- Utilizing a “click to see price,” “add to shopping cart,” or similar technique to hide or generally not make readily available the advertised price of a MAP Product.

**MAP Program:**

Bartell Global dealers eligible for the MAP Program are direct authorized resellers of Bartell Global products in North America, including such dealer’s affiliates. This program is exclusive and confined to companies who offer our products for sale to the North American Market.

MAP Program participation is strictly voluntary, and dealers are free to advertise at any price they choose and can determine for themselves whether to participate in the MAP Program. However, should a dealer decide not to participate in the MAP Program or if a dealer advertises in a manner that does not comply with the MAP Program, Bartell Global may at its sole discretion and in addition to any other remedies in this iMAP Policy: (i) withhold any pricing information from such dealer (to the extent any of the foregoing are offered under this MAP Program or other Bartell Global program or policy), (ii) refuse orders of particular products and or an entire order, (iii) terminate any or all intellectual property or similar licenses granted to such dealer, (iv) terminate a dealer’s ability to order any SKU(s) available in the MAP Products, and stop shipment of the same, (v) cancel such dealer’s authorized distribution arrangement with Bartell Global, and/or (vi) impose any other penalty deemed appropriate by Bartell Global.

Dealers that choose to participate in this iMAP Program will be notified of a MAP violation, and will be subject to the corresponding penalties, all as set forth below:

- Upon the first occurrence of a MAP violation during a quarter, Bartell Global will send a written warning via email to the dealer outlining the violation. Bartell Global may terminate a dealer’s ability to order any SKU(s) available in the MAP Products and cease shipment of the same. If the MAP violation is not corrected within 24 hours of delivery of the warning, a second MAP violation will occur.
- A second occurrence of a MAP violation during a quarter may result in, with or without notice from Bartell Global termination of a dealer’s ability to order any SKU(s) available in the MAP Products, cessation of shipment of the same, and loss of any preferred pricing offered to the dealer.
- A third occurrence of a MAP violation during a quarter may, with or without notice from Bartell Global, result in (i) the termination of the license granted by Bartell Global to the dealer to use Bartell Global Marks (defined below) for 30 days, (ii) the removal of all links from Bartell Global websites for 30 days, and (iii) loss of any preferred pricing offered to the dealer. Additionally, Bartell Global may, with or without notice from Bartell Global, stop shipping any Bartell Global products, including MAP Products, to the violating dealer.
- A fourth MAP violation in the same quarter may, with or without notice from Bartell Global, result in (i) termination of the license granted by Bartell Global to the dealer to use Bartell Global Marks for 60 days, (ii) the removal of all links from Bartell Global websites for 60 days, (iii) the withholding of pricing and promotional marketing support, and (iv) loss of any preferred pricing offered to the dealer. Additionally, Bartell Global may, with or without notice, stop shipping any Bartell Global products, including MAP Products to the violating dealer and or to terminate the dealer’s authorized distributorship arrangement with Bartell Global.

A “quarter,” as used above, means, as applicable, a quarterly calendar year period (January 1 to March 31, April 1 to June 30, July 1 to September 30, or October 1 to December 31).

Bartell Global reserves the right to exercise any and all acts or remedies (in addition to any expressly describe in this iMAP Policy) to enforce and prevent further violations of this iMAP Policy.

**Advertising Requirements:**

This iMAP Policy applies to all advertising and advertisements of MAP Products in any and all forms of media that are distributed, transmitted or otherwise proliferated through or on the Internet or electronic mail, including but not limited to, coupons, ads, electronic messaging, emails, Internet banner ads, and third-party websites. Internet-advertised prices include all price information that is displayed publicly or that is shown anywhere on the Internet, including dealer’s website, detail page, promotional pages, web browser, search engines, banner ads, emails, click for emails, or any other URL or linked domain through any third-party platform. The foregoing advertising restrictions do not apply to in-store advertising or product quotations pursuant to a direct request from a customer.

Bartell Global trademarks must be used in accordance with the terms of Bartell Global Internet Policy, as may be updated from time to time.

**Administrations:**

Bartell Global reserves the right to suspend, modify, or discontinue the MAP Program, the MAP Products and pricing, the iMAP Policy, and the Internet Policy at any time in part or in whole or designate promotional periods and/or designate times that the iMAP Policy is not applicable during the term that this iMAP Policy is effective at its sole discretion. Bartell Global reserves the right to unilaterally determine which dealers it will supply Bartell Global products to and may for any reason, without assuming any liability, refuse to accept new orders for any or all Bartell Global products.

The interpretation and enforcement of this iMAP Policy and the MAP Program is at the sole discretion of Bartell Global. Only the MAP administrator is authorized to communicate changes to the MAP Program or this iMAP Policy. The MAP administrator is solely responsible for determining if a violation of this iMAP Policy has occurred and communicating the decision to the dealer regarding sanctions imposed under this iMAP Policy.

A secure website has been created at [www.bartellglobal.com/mapclaims](http://www.bartellglobal.com/mapclaims) to report and upload/link documentation to report potential iMAP violations. An administrative representative will investigate and respond accordingly to reports posted to the website.

This iMAP Policy is confidential and may not be disclosed, distributed, transmitted or reproduced in any part without the prior written consent of Bartell Global.

ALL QUESTIONS OR COMMENTS REGARDING THIS IMAP POLICY  
MUST BE DIRECTED SOLELY TO [MAPADMINISTRATOR@BARTELLGLOBAL.COM](mailto:MAPADMINISTRATOR@BARTELLGLOBAL.COM)

### Exhibit A – MAP Products

This iMAP Policy applies only to the products outlined below (the “**MAP Products**”). Products not specifically listed on Exhibit A are not subject to this iMAP Policy. The current list of MAP Products and applicable MAPs identified on Exhibit A are subject to change at Bartell Global sole discretion. The MAPs identified by product category below are in reference to the current MSRP as found in our current price book. If ‘MSRP’ is listed as the MAP, it means that the MSRP and MAP is the same. Otherwise, the MAP will be expressed as a percent off MSRP.

<b>Equipment Categories</b>	<b>MAP</b>
Floor Grinders	MSRP
Dust Collectors	MSRP
Floor Scrapers	MSRP
iQ Power Equipment	MSRP
Compaction	5% off MSRP
Power Trowel	10% off MSRP