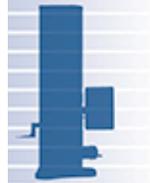




High Precision
Measuring
Instruments



Bore Gaging



Height Gaging



Horizontal
Measurement



Precision
Leveling



Precision Tools



CAT CMM

US MINIMUM ADVERTISED PRICE POLICY

1. INTRODUCTION

The Fred V Fowler Co, Inc. “Fowler” is a leading supplier of precision measuring equipment that enables manufacturers to make extraordinary products. Fowler recognizes that our success is inextricably linked with the success of our network of authorized distributors. We understand that our distributors invest significant resources to offer customers an exceptional customer experience. It is our desire to enable our distributors to continue adding value to the customer experience and we want to protect their ability to do so. At the same time we want to discourage price-based advertising that restricts our distributors from adding value and servicing and supporting customers in an exceptional manner. As a result, Fowler has unilaterally established this Minimum Advertised Price (“MAP”) Policy.

2. Policy

Fowler, in its sole discretion, reserves the right to discontinue doing business with any distributor or reseller that advertises Fowler product(s) covered by this MAP Policy at a price lower than MAP.

3. Guidelines

1. The products covered by this policy are those products advertised by Fowler in its current Tool-a-Thon promotion. Fowler will in its sole discretion modify this list from time to time and with the distribution of each new Tool-a-Thon every three months.
2. Fowler recognizes that distributors and resellers are free to make their own decisions to advertise and sell any Fowler product at any price they choose, without consulting or advising Fowler. Similarly, Fowler will exercise its right to make its own decisions regarding the Fowler authorized reseller program known as Tool-a-Thon, as well as other supplemental marketing materials and programs such as but not limited to joint customer calls using Fowler’s Mobile Technology Center (MTC).
3. The MAP Policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual one-to-one or over the phone.
4. Fowler believes in a fair marketplace of all of its distributors and resellers.



4. Advertising Guidelines

1. The MAP Policy applies to advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, as well as internet sites, social media sites, apps, or any other electronic media.
2. The MAP Policy does not apply to solely on premise or will call advertising that is not distributed to customers.
3. Website features such as “click for price”, automated “bounce-back” pricing emails, pre-formatted email responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the distributor or reseller (rather than the customer) and thereby constitute “advertising” under this MAP Policy.
4. It shall not be a violation of this MAP Policy to advertise that a customer may “call for price” or “email for price”, or to use similar language with respect to Fowler Products, so long as no price is listed.
5. This MAP Policy also applies to any activity which Fowler determines, in its sole discretion, is designed to circumvent the intent of this MAP Policy, such as solicitations for group purchases and the like.
6. It shall not be a violation of this MAP Policy to advertise in general that the distributor or reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the distributor or reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
7. From time to time, Fowler may permit resellers to advertise MAP products at prices lower than MAP retail price. In such events, Fowler reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all distributors and resellers of such changes.
8. Fowler reserves the option to offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of the MAP Policy to advertise the availability of the manufacturer’s rebate, provided that:
 - a. The advertisement includes a MAP-compliant price, the rebate amount, and the net price after the manufacturer’s rebate in the same type and style;
 - b. An asterisk is placed next to the net price after manufacturer’s rebate; and
 - c. “*after manufacturer’s rebate” appears in the same area of the advertisement as the advertised product.



5. Policy Enforcement

1. If a distributor with multiple locations or multiple websites violates this MAP Policy at any location or any website, then Fowler will consider this to be a violation by the distributor or reseller.
2. Fowler reserves the right to cancel and pending orders, restrict future orders, or suspend distributor or reseller's account if Fowler reasonably believes:
 - a. The distributor or reseller has violated the provisions of this policy; or
 - b. A distributor or reseller intends to violate this policy
3. Fowler management is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
4. Fowler monitors the advertised prices of distributors and resellers, either directly or via the use of third party agencies or tools.
5. The MAP Policy will be enforced by Fowler in its sole discretion and without notice. Distributors and resellers have no right to enforce the MAP policy. Violations of this MAP Policy may result in the aforementioned sanctions up to and including termination of business relations, as well as any available remedies by law.

