



LAMP SUPPLY, INC.

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B&P Lamp Supply Minimum Advertised Pricing (“MAP”) Policy

B&P Lamp Supply, Inc. is dedicated to providing products, customer support, and service of the highest quality. We recognize that our distributors invest time and resources to deliver a fantastic customer experience. In order to accomplish this objective, B&P has established policies to support our distributors’ efforts and to maintain the high level of perceived quality for B&P products in the marketplace. As a result, B&P has unilaterally adopted a Minimum Advertised Pricing (“MAP”) Policy.

Therefore, in its unilateral discretion, B&P will not do business with any reseller, dealer, or distributor (a “Reseller”), as to the products covered by this MAP Policy (“MAP Products”), if a Reseller intentionally advertises any MAP Product below its MAP price or sells product covered by the MAP Policy to downstream resellers who have not agreed to follow the MAP Policy.

Additional guidelines related to this MAP Policy follow below. These policies apply to all U.S. and Canadian customers who resell B&P MAP Products. This MAP Policy does not prohibit B&P’s customers or their downstream resellers from selling B&P MAP Products at any price they choose. It simply means that the advertised price must conform to this MAP Policy.

1. The MAP Policy will be enforced by B&P in its sole discretion. B&P reserves the right, in its unilateral discretion, to take any action it deems appropriate with respect to any Reseller that violates this MAP Policy, up to including cancellation of orders and refusal to fill future orders.
2. B&P’s customers and downstream retailers are free to establish their own resale prices,
3. B&P will maintain an updated “MAP Products” list of those products that fall under this MAP Policy. B&P reserves the right to update or modify this list at any time.
4. All MAP Products listed will have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisements of MAP Products in any and all media, now known or later discovered, including but not limited to: flyers, posters, coupons, mailers, inserts, print media, catalogs, internet or similar electronic media including websites, forums, email newsletters or solicitations, television, radio, and public signage. Website features like “Click for price,” automated “bounceback” pricing e-mails, automatic price display for any items prior to being placed in a customer’s shopping cart, and similar features are considered to be communications initiated by the Reseller (rather than by the customer) that constitute “advertising”

under this MAP Policy. This MAP Policy also applies to any activity which B&P determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.

5. From time to time, B&P may, in its sole discretion, permit Resellers to advertise MAP Products at prices lower than the MAP price. If B&P permits that activity, then B&P reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all Resellers of such changes.

6. From time to time B&P may offer a direct manufacturer's rebate to customers. If it offers that program, then it shall not be a violation of this MAP Policy for a Reseller 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 manufacturer's rebate in the same type size and style; (b) an asterisk is placed next to the net price after manufacturer's rebate; and (c) the designation "*After manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

7. 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, specifically with respect to B&P Products, so long as no price is listed.

8. If a Reseller with multiple store locations violates this MAP Policy at any particular store location, then B&P will consider this to be a violation by all of the Reseller's locations.

9. B&P's sales representatives are NOT permitted to discuss this policy or make any agreements or assurances with respect to B&P's policy regarding Reseller advertising or pricing. In the event of a suspected violation of this Policy, B&P will take the measures it believes are appropriate to investigate the suspected violation and to take action as it believes appropriate.

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