



## Minimum Advertised Pricing Policy

**RCP® COMMERCIAL PRODUCTS (RCP)** is a manufacturer of innovative solution-based products for commercial and institutional markets worldwide. Since 1968 RCP has pioneered technologies and has been a system solutions leader in the categories of food services, sanitary maintenance, waste handling, material transport, away-from-home washroom, and safety products.

As distributors and resellers, you rely on the outstanding reputation of the RCP brand in your decision to carry our products, and your customers look for the Rubbermaid trademark and RCP Brand to know that they are purchasing premium products. The reputation of RCP can and will be damaged if the RCP brand is perceived by consumers as a discounted, or off-price brand. For that reason, we have determined that it is in the best interest of the RCP brand to deal only with distributors and resellers who choose to sell our products at or above the RCP Minimum Advertised Price (MAP) Policy as outlined below and who thus engage in practices that support our brand position and reputation.

### **Minimum Advertised Price Policy**

RCP believes that select RCP products should be offered to the consumer at no less than the Minimum Advertised Price (MAP) every day of the year.

- i. RCP will assign MAP pricing on select products
- ii. This includes, but is not limited to, all NEW products introduced in the current year or products introduced in the previous calendar year
- iii. RCP may add or exclude items from this MAP policy at its discretion

If there are changes to the MAP pricing guidelines, RCP will distribute a new price file with these changes. All RCP products that have been obsoleted or discontinued are not subject to MAP pricing. The application of this MAP Policy shall supersede all prior advertising policies or restrictions for applicable RCP products.

This MAP Policy governs the pricing at which a retailer advertises pricing for RCP® branded products. Retailers are free to determine, negotiate or adjust the actual resale prices charged to the consumer. This MAP Policy does not constitute an agreement between RCP and any other person or entity and is subject to unilateral change by RCP at any time. This MAP Policy is only applicable within the United States.

We appreciate the value that our retailers bring to our businesses with special pricing offers, such as sales and special promotions. We also appreciate that our commitment to bringing retailers and consumers new products means that our retailers will, from time to time, be required to sell excess merchandise at a reduced price. It is desirable for both RCP and our retailers that these occasional transactions be undertaken only in a systematic way that avoids damaging the favorable equities associated with the RCP brand. Accordingly, occasional sales, special promotions, closeouts and markdowns will be permitted only when issued or pre-approved by RCP in writing.



## **Practices Inconsistent with the Minimum Advertised Price Policy**

It is to our mutual benefit to preserve the favorable perceptions of the RCP brand. Pricing practices that directly or indirectly reduce the price paid by the consumer for RCP products will be considered inconsistent practices and a violation of the Minimum Advertised Price Policy. These practices include, but are not limited to, the following:

- Advertising RCP products below the MAP, in any medium (including in-store, print, audio, video, internet communications or online)
- In eCommerce transactions, “see cart for pricing” practices are inconsistent with RCP brand guidelines if the consumer is not required to enter a specific log in or password to see this pricing.
- Website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted e-mail 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 dealer (rather than by the customer) and thereby constitute “advertising” under this MAP Policy. Use of these features to advertise below MAP is non-compliant with this MAP Policy.
- Advertising below MAP on marketplace sites as well as on direct sites.
- Unapproved gifts offered with purchase of RCP products.
- Volume discounts or case pack discounts that are less than MAP price at the individual SKU level will be considered a violation of this policy
- Presenting with the purchase of RCP products a gift card of an unapproved amount, or a gift card of an approved amount other than one that can be used with separate or future purchases
- Advertising unapproved coupons specifically for RCP products.
  - Use of generic coupons for any merchandise in store or online, when the use of that coupon is “netted out” or shown in an advertisement for RCP products. *(With respect to coupons that cover any and all merchandise in a retailer’s store, while it is our strong preference that RCP products be excluded from such coupons, we will not consider such all-merchandise coupons to be an inconsistent practice)*
- Non-compliance with RCP Advertising and Brand Usage Guidelines as periodically updated by RCP.
- Trans-shipping and or reselling RCP products to other distributors or resellers who sell RCP products to consumers below MAP pricing.
- Advertising a bundle of two or more RCP or Rubbermaid branded products at a price less than the cumulative MAP price for each RCP or Rubbermaid branded product included in the bundle.
- It is considered non-compliance for retailers to follow MAP violated pricing if another party is in violation of RCP’s MAP policy.
- If a retailer with multiple store location violates the MAP Policy at any one store location, or on any associated website, then RCP will consider this to be a violation by the distributor or wholesaler



“Advertising” as used herein includes communications regarding RCP or Rubbermaid branded products, including, but not limited to, electronic and print catalogs, fliers, front-of-store signage and labels, internet or .com listings, (including listings on a distributor’s or reseller’s own sites and third party listings), social media, blogs, emails, mailings, and all forms of television and digital media. This MAP Policy does not apply to in-store advertising or promotions, nor does it apply to communications to employees, industry participants, or industry professionals participating in a formal benefits program, provided such participants’ qualifications are routinely subject to validation.

### **Enforcement of the Minimum Advertised Price Policy**

RCP will monitor the practices of retailers either directly or via 3<sup>rd</sup> party agencies and/or analytical tools in all markets. Retailers are expected to provide reasonable cooperation in any RCP investigations regarding possible MAP Policy violations. Hindering or otherwise failing to cooperate with an RCP MAP Policy investigation will be considered a violation of the MAP Policy. If we discover that a retailer is engaging in any inconsistent practice as described above, we will take the actions outlined below unilaterally and without consultation or agreement with either the non-compliant retailer or others. *(Note that in instances of a MAP violation by a retailer who does not have an authorized or direct purchasing relationship with RCP and instead purchases RCP products and accessories from an authorized retailer, RCP will pursue enforcement actions through the authorized retailer as outlined below)*

- If an initial violation occurs, RCP will issue a letter to the non-compliant retailer requesting that they correct pricing to be compliant with the RCP MAP guidelines as noted above. Pricing must be corrected within 5 business days of the dated written or electronic notification.
- Further violations will result in any or all of the following actions:
  - Cancellation of any pending orders or restrict future orders
  - Termination of any and all programming elements such as pricing, co-op and rebate support temporarily or indefinitely
- RCP reserves the unilateral right to terminate our business relationship with non-compliant distributors or resellers. Such a decision will be made by our management team, without any consultation or agreement with the non-compliant retailer or with others

Distributors and resellers should also bear in mind that compliance with this MAP Policy also will be considered by RCP in connection with new product introductions; distributors and resellers not in good standing may not be eligible for new product or exclusive intro.



## Conclusion

We understand that every retailer has the right to decide what products to buy and at what price to sell the products it stocks. We, too, have the right to do business only with retailers who respect our efforts to retain and build the equity underlying the RCP trademark. We will exercise our right to take the foregoing steps, including the cessation of business, with retailers whose practices jeopardize the premium equity behind the RCP brand.

Any changes to this policy will be announced in writing from our management.

All questions should be emailed to: MAP Administration Team, Rubbermaid Commercial Products LLC [rubbermaidcommercialmappenforcement@newellco.com]. No other personnel associated with Rubbermaid Commercial Products (including sales representatives) are authorized to discuss, or to modify, or to make exceptions to any aspect of this policy.