

Lander, LLC
Minimum Advertised Price (MAP) Policy

Lander, LLC (“Lander”) has adopted the following Minimum Advertised Price Policy (“MAP Policy”) to be applied to all Lander distributors, wholesalers, resellers and dealers (collectively “Resellers”) for all Lander products as designated by Lander in writing or as posted on a designated Lander website (“MAP Products”). Once in effect, this MAP Policy replaces and supersedes all prior minimum advertised pricing policies of Lander.

Lander recognizes that its valued reseller partners invest significant time and resources to deliver a superior customer experience. Lander’s policies and practices are established to support Resellers’ efforts to run a profitable business and maintain a high level of sales and customer service.

To protect its Resellers’ investment and Lander’s quality reputation, Lander has unilaterally adopted this MAP Policy. This MAP Policy is established to avert Reseller advertising and sales practices promoting Lander products primarily on the basis of price, which can be detrimental to Resellers’ service and support efforts as well as Lander’s competitive position, relationships and reputation. Such price-driven activities enable certain Resellers to capitalize unfairly on the marketing, sales, service, and support efforts of other Resellers. This policy is intended to protect the substantial investment made by Lander in the development and marketing of a premium brand as well as the investment made by its high-quality Resellers in customer education, service, and support resources.

This MAP Policy only applies to advertised prices and is not an agreement or understanding of any kind, express or implied, regarding the price at which Resellers may advertise and sell Lander’s products. The Reseller is free to sell MAP Products at any price of its choice. No employee or other representative of Lander is authorized to enter into any agreement with respect to the advertised price or the sales price of Lander’s products.

Lander reserves the right to modify, suspend, or cancel this MAP Policy, or modify any or all MAPs at any time. Lander will provide notice of any such modifications, suspension or cancellations on the designated Lander website. It is the responsibility of Resellers to monitor the designated Lander website for updates to this policy or the minimum advertised prices.

Basic Terms

The minimum advertised price (“MAP”) for each MAP Product is the price designated as the MAP on the current Lander price list issued by Lander, or, if no MAP is listed for any MAP Product, the MAP will be the Manufacturer’s Suggested Retail Price (“MSRP”) for that MAP Product. Current MAP Price for all Lander products can be obtained by contacting a Lander sales representative.

A violation of this MAP Policy occurs when a reseller advertises a MAP Product at a price below its minimum advertised price or makes advertisements that suggest by words, graphical representation, or other messaging the availability of a MAP Product at a price below the minimum advertised price.

This MAP Policy applies to any and all forms of print, electronic media, direct mail, and audio and video communications, including without limitation: all catalogs, coupons, coupon codes, promo codes, flyers, inserts, magazines, mail order catalogs, mailers, postcards, newsletters, newspapers, posters, billboards, 3rd party marketplace, television and radio advertising, internet-based advertising including without limitation, newsletters, e-mail solicitations, Internet “lists,” website advertising, Internet auctions, and electronic billboards.

Advertising two or more MAP Products (i.e. two Lander products that are covered by this MAP Policy) for sale together (“Lander Product Bundle”) at a price less than the combined MAPs for each MAP Product is a violation of this MAP Policy. Lander reserves the right to issue MAP Policy modifications that apply specifically to Lander Product Bundles.

Advertisements featuring a MAP Product, and either (a) another brand of product, or (b) Lander product that is not a MAP Product, will comply with this MAP Policy so long as the price in the advertisement is not lower than the MAP Product’s MAP. In determining whether the advertisement contains a price in compliance with this MAP Policy, Lander will assess whether a reasonable viewer of the advertisement will, looking within the four corners of the advertisement, conclude that the ad is stating a price for the MAP Product below the MAP.

It is 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 MAP Products, so long as no price is listed. The MAP Policy does not prohibit any reseller from advertising that “they have the lowest prices,” “will meet or beat any competitor’s price,” or phrases of similar import as long as the price advertised for MAP Products is not less than the MAP.

If a reseller with multiple store locations violates this MAP Policy at any particular store location, it will be deemed a violation by all of the reseller’s locations.

A Reseller who is authorized to sell MAP Products to other Resellers is responsible for providing this MAP Policy to each such customer. If a Reseller’s customer does not comply with this MAP Policy, then that Reseller will itself be considered non-compliant and will be subject to the same sanctions as its non-compliant customers.

Promotional Offers and Other Discounts

The MAP for any product may be amended from time to time and may be suspended periodically for national, regional and/or seasonal promotions sponsored by Lander at

Lander's discretion. Lander will provide notice of any such modifications, suspension or cancellations on the designated Lander website. It is the responsibility of Resellers to monitor the designated Lander website for updates to the minimum advertised prices. This Policy does not apply to close out, discontinued or non-current Products. If there are questions about whether this MAP policy applies, please contact Lander's MAP coordinator at mappolicy@lander.com.

MAP Enforcement

Lander reserves the right to determine in its absolute discretion if a violation of this MAP Policy has occurred. Resellers who violate this MAP Policy will be subject to:

- ***First Violation:*** A first violation will result in a warning notification to the Reseller, with a reminder of Lander's MAP Policy. If the violation is one that Lander determines may be corrected, Reseller must correct or eliminate the non-compliant advertisement within 72 hours. Failure to correct or eliminate the non-compliant advertisement will result in a second violation.
- ***Second Violation:*** A second violation will result in Lander suspension of all Lander's product shipments to Reseller, the suspension of the acceptance of orders and removal from Lander's Reseller list for 30 days. If the violation is one that Lander determines may be corrected, Reseller must correct or eliminate the non-compliant advertisement within 72 hours. Failure to correct or eliminate the non-compliant advertisement will result in a third violation.
- ***Third Violation:*** A Reseller determined to have made a third violation of this MAP Policy will be terminated as a Reseller with no further shipments of product being made to such Reseller.

Lander reserves the right to terminate any Reseller and to stop shipping product to that Reseller at any time and without prior notification in the case of a violation of this MAP Policy determined by Lander in its unilateral discretion to be an egregious violation or a knowing and intentional violation of this MAP Policy authorized by the Reseller's management.

In applying the forgoing sanctions, violations of any of Lander's historical minimum advertised price policies will be taken into account.

A Reseller who has made a single violation of this MAP Policy or one of Lander's historical minimum advertised price policies and who thereafter reestablishes its eligibility to order Lander products may, after the first anniversary of such reestablishment, request in writing to Lander that it not take such violation into account in determining the sanctions to be applied to such Reseller in the event of a future violation of this MAP Policy. A Reseller who has made two violations of this MAP Policy and who thereafter reestablishes its eligibility to order Lander products may, after the second anniversary of such reestablishment, request that Lander not take such violations into account in determining the sanctions to be applied to such Reseller in the event of a future violation of this MAP

Policy. The determination by Lander whether to honor any such request shall be made by Lander in its unilateral discretion.

Questions and Contact Information

Lander' sales personnel have no authority to modify or grant exceptions to this MAP Policy. All questions or comments regarding this MAP Policy are to be directed to the MAP administrator at mappolicy@lander.com.