



PANDUIT MINIMUM ADVERTISED PRICE POLICY – AMERICAS

EFFECTIVE DATE: January 1, 2018

Panduit Corp., and its U.S., Canadian, and Mexican affiliates and subsidiaries, (collectively, “Panduit”) establishes the following Minimum Advertised Price Policy (the “MAP Policy”) affecting Panduit-branded products resold in the United States, Canada, and Mexico. Panduit’s products are of the highest quality with a premium image for excellence, innovation, and superior service. Some resellers have taken or may take advantage of this situation by advertising such products as loss leaders and promoting unfair discounts. As such, Panduit has adopted this MAP Policy to safeguard Panduit’s reputation, ensure the long-term viability of its brands, and protect the investment of those resellers that provide valuable services to Panduit’s end user customers.

1. Who does this MAP Policy apply to?

This MAP Policy applies to all Panduit Authorized Distributors in the U.S., Canada, and Mexico (“**Distributors**”).

2. What does this MAP Policy prohibit?

Panduit prohibits the advertisement of Panduit-branded products in the United States, Canada, and Mexico at prices that are less than the “**Minimum Advertised Price**” (otherwise referred to as the “**MAP Price**”) as defined in Section 3 below. Advertisements issued as part of a Panduit-initiated promotional discount do not violate this policy.

This MAP policy does not prohibit Distributors from determining the final price at which the Panduit-branded products are sold or offered for sale to an individual customer. Each Distributor is free to negotiate the price it ultimately sells Panduit-branded products with the applicable customer.

3. What is the Minimum Advertised Price or MAP Price?

The MAP Price is defined as the following:

- Panduit Electrical/EG Products: 30% below List Price*
- Panduit Datacom/NCG Products whose per part List Price is \$500 or less: 25% below List Price
- Panduit Datacom/NCG Products whose per part List Price is more than \$500: 20% below List Price

*List Price is set forth in the then-current Panduit Price File provided to Distributors.



4. What advertisements does the MAP Policy apply to?

This MAP Policy applies to all advertisements of Panduit-branded products in any electronic or print media, including but not limited to, Distributor's website, catalog and email, third-party internet shopping websites, web browser searches, apps, social media, flyers, posters, newspapers, magazines, television, and radio.

This policy does not apply to Distributors' in-store advertising.

5. What happens if a Distributor violates this MAP Policy?

If Panduit determines that any Distributor has violated this MAP Policy, Panduit will take the following action:

- Distributor's First Violation – Panduit will send the Distributor written notice of the violation and the Distributor will have thirty (30) days to remedy the violation.
- Distributor's Second Violation – Panduit will send the Distributor written notice of the second violation and Distributor will have thirty (30) days to remedy the violation. If the Distributor fails to remedy the violation within such period of time, Distributor will lose any discounts normally made available to Distributor until the violation is cured.
- Distributor's Third Violation – Panduit will send the Distributor written notice of the third violation and Distributor will have thirty (30) days to remedy the violation. Depending upon Distributor's past history of violating the MAP Policy, severity of violations, and Distributor's efforts to remediate the violation(s), Panduit may either temporarily or permanently suspend Distributor from purchasing from Panduit.

Panduit retains sole discretion with respect to the interpretation and application of this MAP Policy. Panduit reserves the right to modify, suspend, or cancel this MAP Policy upon notice to Distributors.

Please direct questions or report abuse of this MAP Policy to pricing@panduit.com .