



Westin Automotive Products, Inc. Unilateral Minimum Advertised Price Policy

Westin Automotive Products, Inc. has revised the Unilateral Minimum Advertised Price Policy introduced January 1, 2015. The revised UMAP Policy described here ("UMAP Policy" or "Policy") is effective January 1, 2019 (the "Effective Date"). This Policy applies to all brands manufactured by Westin for retail distribution, including but not limited to Westin™, Fey™, Brute™, and Superwinch™ (collectively and individually, "WESTIN" or the "Company").

Summary:

This Policy may be summarized as follows (subject to and as qualified by the more detailed description under "WESTIN UMAP Policy" below).

- Each Reseller is free to establish its own resale prices.
- This Policy establishes a Unilateral Minimum Advertised Price for each of the UMAP Products, and requires compliance with the Policy for a Reseller to be authorized to use WESTIN IP and participate in Westin Sponsored promotions and other benefits listed below.
- To comply with the Policy, each Reseller must at all times advertise all UMAP Products at a Net Adjusted Price equal to or greater than the UMAP price listed in the current UMAP Price List (See "WESTIN UMAP Policy" below for more detailed description).
- If a Reseller advertises a UMAP Product in any "publicly accessible format" at less than UMAP Price listed in current UMAP Price List, Reseller will be considered in violation of the Policy, and subject to the remedies listed below under "WESTIN UMAP Policy", Section 2: Result of Violation.

WESTIN UMAP Policy:

The Policy is subject to all retailers, jobbers, dealers, online sellers, online marketplace and auction sellers, warehouse distributors, and any reseller(s) they sell to (together and individually, "Resellers") located in the United States of America (the "USA"), unilaterally and without exception. The Policy covers ONLY the products (the "UMAP Product(s)") described in the current UMAP Price List ("UMAP Price List") distributed periodically to Resellers by WESTIN.

To comply with the terms of the UMAP Policy, all WESTIN products included in the current UMAP Price List must, at all times, be advertised in any publicly accessible format, regardless of place or medium used, (including but not limited to online, in store, and catalog) at a Net Adjusted Price equal to or above the UMAP Price listed in the current UMAP Price List (the "UMAP Price"). This includes any price published on publicly accessible levels/pages on the internet, including but not limited to prices displayed through links, pop-ups and other methods of publication, including through another website. For example, Reseller may not include statements such as "click here for best price" or "click here to see pricing".

As used in this Policy, "Net Adjusted Price" means the lower of the advertised price at which a UMAP Product is offered by or on behalf of a Reseller to a customer (potential or actual) after (a) applying all discounts, rebates, allowances, coupons, and similar price reductions advertised in connection with the UMAP Product, (b) excluding certain taxes and shipment charges paid by the customer, and (c) giving the effect or value of free or reduced price bundles advertised in connection with the UMAP Product.

Although Resellers are not required to comply with the UMAP Policy, violation will result in actions and remedies listed below in Section 2: Result of Violation.

1. Violation

Although each Reseller remains free to establish its own resale prices, after WESTIN verifies to its satisfaction that a Reseller has violated this Policy, WESTIN may, without assuming any liability, immediately take action deemed necessary to cure the violation (listed below in section 2: Result of Violation).

2. Result of Violation

Effective as of the date of the revocation of authorization, WESTIN may immediately revoke the authorization of that Reseller (the "Violator") to (a) access WESTIN images, trademarks, and copyrighted materials (collectively and individually, the "Intellectual Property", or "IP") for advertising purposes (including but not limited to: in store POP displays, images, product copy, use of the WESTIN name and logo in advertisements, and any materials derived from WESTIN IP), (b) participate in WESTIN sponsored sales promotions (including but not limited to consumer rebates, free product with purchase), (c) receive any WESTIN Co-op advertising funds after date of Policy violation, (d) receive any UMAP Compliance discount included in Reseller's price structure. The Violator may also be subject to further remedies to cure the violation, including but not limited to any and all remedies allowed by State and Federal law. Any reinstatement of UMAP benefits shall be at the sole discretion of WESTIN, and reinstatement of UMAP Benefits is not guaranteed upon remedy of Violation. WESTIN reserves the right to refuse to do business with any Reseller that violates the terms of this Policy.

3. Exceptions

WESTIN reserves the right to occasionally permit advertisement of its UMAP Products in connection with promotions for limited periods of time that might otherwise violate the terms of the UMAP Policy. Notice of such opportunities will be provided to Resellers by WESTIN, as appropriate, to ensure continued compliance with the UMAP Policy. Except in extraordinary circumstances, WESTIN will not consider any requests for other exemptions.

4. Additional Policy Terms and Conditions

This Policy (including without limitation the UMAP Products) may be modified, extended, suspended, discontinued or rescinded in whole or part by WESTIN at any time (including without limitation during any WESTIN authorized promotional period), with such action(s) effective immediately or as otherwise described by WESTIN. In the event of any disagreement over the interpretation or enforcement of this Policy, WESTIN's view will control. WESTIN will not discuss any conditions of acceptance related to this Policy. In addition, WESTIN neither solicits, nor will it accept, any assurance of compliance with this Policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Reseller and WESTIN, nothing therein shall constitute an agreement by such Reseller to comply with this Policy, as, among other things, this Policy is not and should not be construed to be one of the WESTIN Policies as such term is or may be used in any or all of such agreements.

5. Questions, Additional Information Regarding Potential Violations

All questions or requests for additional information regarding this Policy or information regarding potential violations of this Policy (which should be in writing) must be addressed to the Policy Administrator.

Westin Automotive Products:

Attn: UMAP Program Administrator

320 W. Covina Blvd.

San Dimas, CA 92773

P: (626) 960-6762

Only the Policy Administrator is authorized by WESTIN to answer questions regarding this Policy, to comment on the Policy or to accept information regarding potential violations.