



Ingersoll Rand Minimum Advertised Price Policy for Power Tools Products

Effective October 1, 2016 and revised January 6, 2020, Ingersoll-Rand Industrial U.S., Inc. (“Ingersoll Rand”) unilaterally adopts this Minimum Advertised Price Policy (“MAP Policy”). This MAP Policy is applicable to all distributors, dealers and resellers who sell the power tools products described in Attachment 1 (“Power Tools MAP Products”) in the United States (collectively, “Resellers”). Under this MAP Policy, Ingersoll Rand will announce Minimum Advertised Prices (“MAP”) for use in connection with the promotion of Power Tool MAP Products. This MAP Policy supersedes any other minimum advertised price policy previously issued by Ingersoll Rand with respect to the Power Tools MAP Products.

Purpose

Ingersoll Rand products hold a premium position in the marketplace. In recognition of this premium position and of the broad reach of Internet advertising, Ingersoll Rand has adopted this MAP Policy in order to help ensure the long term viability of the Ingersoll Rand brand, to preserve individual pricing decisions and to protect the investments of Resellers that provide valuable sales, service and product assistance for their customers. Resellers are free to advertise, promote or sell the Power Tools MAP Products at any price they choose in their sole and absolute discretion.

Guidelines

It is a violation of this MAP Policy for Resellers to advertise or otherwise promote the Power Tools MAP Products using the Internet or print media at a net price less than MAP or to sell or transfer the Power Tools MAP Products to any other person or entity which advertises or otherwise promotes the Power Tools MAP Products using the Internet or print media at a net price less than MAP. For the purposes of this MAP Policy, “net price” is defined as a published or advertised price where a Power Tools MAP Product is made available to customers taking into account all discounts, deductions, Reseller-provided rebates, credits, trade-ins, promotions, etc. Taxes are not included in net price. Advertising subject to this MAP Policy includes any communications by Resellers, prior to the sale of Power Tools MAP Products, via the Internet, print media, and/or posting/listing on a third-party marketplace (including, but not limited to, Amazon, BizRate, Shopzilla, Yahoo, eBay, etc.) (“Third Party Marketplaces”), including but not limited to flyers, brochures, newspaper, print, radio, television, outdoor billboards, and the Internet. A Power Tools MAP Product’s price must not be openly promoted on the Power Tools MAP Product’s detail page to indicate that a lower price may be found at final checkout. This MAP Policy applies until final checkout. Final check out occurs when the product being purchased is put into an online shopping cart or when a login has been provided.

It is also a violation of this MAP Policy to advertise, or to sell or transfer, Power Tools MAP Products to any other person or entity that advertises any Power Tools MAP Product in a way which (unless the program is sponsored by Ingersoll Rand):

- (1) lists prices lower than the MAP published by Ingersoll Rand;
- (2) includes any rebate, discount, incentive or other inducement offered by Reseller that effectively lowers the advertised price of the Power Tools MAP Product below MAP;
- (3) advertises free, bundled, or discounted products with a Power Tools MAP Product which effectively lowers the advertised price of the Power Tool MAP Product below MAP (e.g., no charge product);
- (4) includes any strike-through or alternative of MSRP/pricing paired with a discounted price;
- (5) does not state a price and leads the end user to think that the advertised price is below MAP published by Ingersoll Rand (e.g., “too low to publish”);
- (6) advertises “\$X off” or “X% off” in a manner that states or suggests that the advertised offer for a Power Tools MAP Product is less than MAP;
- (7) advertises any Power Tools MAP Product as a “free” or “gift” or “value added” item, except as expressly authorized by Ingersoll Rand in advance;
- (8) uses language such as “sale price” or “new low price” or words such as “subtract”, “less” or “marked down”, in a manner that states or suggests the advertised offer is less than MAP; or
- (9) results in an advertised price below MAP appearing in any online search tool (e.g., Google Shopping, Price Grabber, Next Tag) where Reseller’s website is linked as the source.



Direct or indirect attempts to circumvent this MAP Policy also violate this MAP Policy.

Power Tools MAP Products must be specifically excluded from any type of storewide or website-wide sale or promotion unless the advertised discount is within the guidelines of this MAP Policy.

Resellers must have approval from Ingersoll Rand before listing Ingersoll Rand Power Tools products on third party marketplaces (e.g., Amazon, eBay). All Power Tools MAP Products listed on such third party marketplaces must comply with this MAP Policy.

Exemptions

This MAP Policy does not apply to the following: (1) close-outs or discontinued products; (2) Ingersoll Rand products not identified as Power Tools MAP Products; or (3) advertising and promotional materials (included printed catalogs) that cannot reasonably be modified prior to the effective date of this MAP Policy or a change in MAP, the current Power Tools MAP Products or this MAP Policy until revision is reasonably available.

Modifications

From time to time, Ingersoll Rand reserves the right to: (1) modify the list of Power Tools MAP Products subject to the MAP Policy; (2) change the Power Tools MAP Products subject to the MAP Policy; (3) modify or suspend this MAP Policy, in whole or in part, during special promotions of certain Power Tools MAP Products; (4) terminate this MAP Policy; and (4) change the terms and conditions of the MAP Policy. Ingersoll Rand reserves the right to implement MAP holidays during the year. During a MAP holiday, enforcement of this MAP Policy for one or more Power Tools MAP Products may be temporarily suspended.

Violations

Ingersoll Rand, in its sole and absolute discretion, will determine the appropriate consequence for each violation. The consequences for violations of this MAP Policy may include, but are not limited to, the following: (1) suspension of shipments to Reseller of any or all Power Tools MAP Products; (2) removal of Reseller's authorized reseller status; (3) loss of access to particular Power Tools MAP Products; or (4) addition of Reseller's name to the Do Not Sell List ("DNS List"). Resellers are responsible for monitoring to whom they and their customers sell. If a Reseller is continuously violating this MAP Policy, Ingersoll Rand may place that Reseller on the DNS List. The DNS List shall be comprised of any individual or business entity that: (1) is not authorized to sell, promote or transfer Power Tools products; or (2) has lost its designation as an authorized reseller of Power Tools products. Reseller is responsible for not selling to that individual or business entity on the DNS List. If Ingersoll Rand determines that Reseller is selling Power Tools products to an individual or business entity listed on the DNS List, Reseller will also be in violation of this MAP Policy, and subject to enforcement actions under this MAP Policy.

Additional Terms and Conditions

The existence of this MAP Policy and/or a Reseller's independent election to comply with this MAP Policy does not in any way imply, require, or constitute a contractual relationship or agreement between Ingersoll Rand and Resellers of Ingersoll Rand products. This MAP Policy is non-negotiable and will not be altered for any individual Reseller. This MAP Policy addresses only the advertisement of prices. It does not regulate selling prices for Resellers. Resellers are free to independently and unilaterally establish resale prices of Power Tools MAP Products. It is Reseller's independent decision whether to follow this MAP Policy. NEITHER INGERSOLL RAND, INGERSOLL RAND'S EMPLOYEES, NOR THIS MAP POLICY HAVE ANY AUTHORITY TO DEFINE WHAT RESELLER RESALE PRICES MUST BE, OR OTHERWISE INTERFERE WITH THE ESTABLISHMENT OF RESALE PRICES. The Ingersoll Rand MAP Administrator is the only person authorized to answer questions regarding this MAP Policy and to whom all questions regarding this MAP Policy must be addressed. Inquiries should be submitted in writing to the Power Tools MAP administrator at: selleradministrator@irco.com.

The Power Tools MAP Administrator is solely responsible for determining whether a violation of the MAP Policy has



occurred, as well as imposing appropriate sanctions. Ingersoll Rand’s decision to impose sanctions is not negotiable or appealable. **INGERSOLL RAND SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY.** Should a Reseller learn of any modification or alteration of this MAP Policy or any attempt to do so, Reseller should immediately notify the Power Tools MAP administrator. Resellers have no right to enforce this MAP Policy, and Ingersoll Rand will not discuss its MAP Policy enforcement decisions with any Reseller.

EXAMPLES OF MAP VIOLATIONS

- Value-add promotion on power tools can be advertised as long as the Power Tools MAP Product is advertised at MAP, MAP is the only price shown, and the value-add is stated separately in small type below. The price below MAP cannot be shown.

Example 1: \$299.00 (MAP)
Compliant -\$59.00 accessory value add (in smaller type)

Example 2: \$299.00 (MAP)
Non-Compliant -\$59.00 accessory value add
Your price is \$240.00

Example 3: \$319.00 (MAP for 2235TIMAX)
Compliant Free protective boot

Example 4: \$319.00 (MAP for 2235TIMAX)
Non-Compliant -\$20.00 (free protective boot)
Your price is \$299.00

- Shipping & handling incentives may not be used to circumvent the MAP Policy. Sales incentives can be advertised but not in a way that results in advertising or showing a price for the Power Tools MAP Product that is below.

Example 1: \$5,000.00 (MAP)
Compliant with free shipping & handling

Example 2: \$4,750.00 (MAP)
Non-Compliant plus \$250.00 shipping & handling
Your price \$5,000.00

- Discounts on Power Tools MAP Products given in a percentage and/or together with statements such as, “We will match all competitive pricing”, “Everything on the website” or “All products on the website” are allowed provided that the Power Tools MAP Products are advertised at MAP, and MAP is the only price shown for Power Tools MAP Products. If the price is below MAP then that price cannot be shown.



Attachment 1
MAP Administrator and MAP Products for Power Tools

Click [HERE](#) to access list of affected products and pricing.

[E-mail: selleradministrator@irco.com](mailto:selleradministrator@irco.com)

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