



2016 Ingersoll Rand Minimum Advertised Price Policy

Effective October 1, 2016, Ingersoll-Rand Company ("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 products described in Attachments 1, 2 and 3 ("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 Compression Technologies & Services listed on Attachment 1 ("CTS MAP Products"), power tools listed on Attachment 2 ("Power Tool MAP Products") and ARO® fluid products listed on Attachment 3 ("ARO® MAP Products"). This MAP Policy supersedes any other minimum advertised price policy previously issued by Ingersoll Rand with respect to the MAP Products.

Ingersoll Rand products hold a premium position in the marketplace. In recognition of this premium position and of the worldwide 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 MAP Products at any price they choose in their sole and absolute discretion. Pursuant to this MAP Policy, Resellers may not advertise or otherwise promote the MAP Products using the Internet or print media at a net price less than MAP and may not sell the MAP Products to any other person or entity which advertises or otherwise promotes the 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 MAP Product is made available to customers taking into account all discounts, deductions, 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 MAP Products, via the Internet, print media, and/or posting/listing on a third-party website (including, but not limited to, Amazon, BizRate, Shopzilla, Yahoo, EBay, etc.) including but not limited to flyers, brochures, newspaper, print, radio, television, outdoor billboards, and the Internet. A MAP Product's price must not be openly promoted on the 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 and the purchasing customer's name/address/email/payment info have been provided or when a login has been provided.

Non-compliance with MAP is defined as advertising any MAP Product in a way which (unless the program is sponsored by Ingersoll Rand): (1) lists prices lower than the models MAP price published by Ingersoll Rand; (2) includes any rebate, discount, incentive or other inducement offered by Reseller which effectively lowers the advertised price of the MAP Product below the MAP price; (3) advertises free, bundled, or discounted products with a MAP Product which effectively lowers the advertised price of the MAP Product below the MAP price; (4) any strike-through or alternative of MSRP/pricing paired with a discounted price is prohibited; (5) does not state a price and leads the end user to think that the advertised price is below the MAP price published by Ingersoll Rand (e.g., "too low to publish"); or (6) includes selling MAP Products to any other person or entity which advertises or promotes a new price less than MAP.

MAP does not apply to close-outs, discontinued products, or products not identified as MAP Products.

Current Resellers will provide a copy of this MAP Policy, and any subsequent update to this MAP Policy, to any new or existing Resellers. Ingersoll Rand will provide notice of a non-compliant sale to a third-party, upon which notice, Resellers are expected to remediate the violation and resume compliance with the MAP Policy. If Resellers elect not



to provide a copy of this MAP Policy to new or existing Resellers, do not remediate the violation, or fail to resume compliance with this MAP Policy, such Resellers will be deemed to be in violation of this MAP Policy and the appropriate action listed below will be taken.

The Ingersoll Rand brand, the ARO® brand and all Ingersoll Rand and ARO® trademarks, images, graphics, copy and logos are the property of Ingersoll Rand.

From time to time, Ingersoll Rand reserves the right to: (1) modify the list of MAP Products subject to the MAP Policy; (2) change the MAP Products subject to the MAP Policy; (3) modify or suspend this MAP Policy, in whole or in part, during special promotions of certain MAP Products; (4) terminate this MAP Policy; and (4) change the terms and conditions of the MAP Policy.

In response to MAP Policy violations, the following actions will be taken:

Offense	Consequence
First Violation	Reseller receives written notification with three (3) business days to cure the violation. This 3-day grace period will only be allowed once per calendar year.
Second Violation	If Reseller has a current distributor value package (DVP) in place or other similar discount structure, Reseller will receive notification that, effectively immediately, Reseller’s DVP discount structure will drop one level for all SBU-Specific Products purchased from Ingersoll Rand unless and until Reseller can provide satisfactory proof to Ingersoll Rand of its compliance with MAP (e.g., if Reseller has a Gold level DVP and it violates MAP by advertising a CTS MAP Product for less than MAP, then Reseller will lose one status level and become a Silver level DVP Reseller for all CTS Products. If Reseller has a Silver level DVP and it violates MAP by advertising a CTS MAP Product for less than MAP, then Reseller will lose its DVP status entirely and be subject to list price for CTS Products). If Reseller has a contract price file, Reseller will receive notification that, effective immediately, the contract price will increase by 5% for all SBU-Specific Products purchased from Ingersoll Rand unless and until Reseller can provide satisfactory proof to Ingersoll Rand of its compliance with MAP (e.g., if Reseller with a contract price file violates MAP by advertising a CTS Product for less than MAP, then Reseller will receive a 5% increase on the contract price file on all CTS Products).
Third Violation	If Reseller has a current distributor value package (DVP) in place or other similar discount structure, Reseller will receive notification that, effectively immediately, Reseller’s DVP discount structure will drop one additional level for all SBU-Specific Products purchased from Ingersoll Rand unless and until Reseller can provide satisfactory proof to Ingersoll Rand of its compliance with MAP (e.g., if Reseller has a Platinum level DVP and it violates MAP by advertising an ARO® MAP Product for less than MAP, then Reseller will lose one additional status level and become a Silver level DVP Reseller for all ARO® MAP Products. If Reseller has a Gold level DVP or a Silver level DVP and it violates MAP by advertising a ARO® MAP Product for less than MAP, then Reseller will lose its DVP status entirely for ARO® Products and be subject to list price for ARO® Products). If Reseller has a contract price file, Reseller will receive notification that, effective immediately, the contract price will increase by an additional 5% for a total of 10% for SBU-Specific Products purchased from Ingersoll Rand unless and until Reseller can provide satisfactory proof to Ingersoll Rand of its compliance with MAP (e.g., if Reseller with a contract price file violates MAP



	by advertising an ARO® MAP Product for less than MAP, then Reseller will receive an additional 5% increase for a total of 10% on the contract price file for all ARO® Products).
Fourth Violation	If Reseller has a current distributor value package (DVP) in place, Reseller will receive notification that, effectively immediately, Reseller’s DVP discount structure will drop one additional level for or other similar discount structure SBU-Specific Products purchased from Ingersoll Rand unless and until Reseller can provide satisfactory proof to Ingersoll Rand of its compliance with MAP (e.g., if Reseller has any level DVP status remaining and it violates MAP by advertising a Power Tool MAP Product for less than MAP, then Reseller will lose its DVP status entirely for Power Tool Products and be subject to list price for Power Tool Products). If Reseller has a contract price file, Reseller will receive notification that, effective immediately, the contract price will increase by an additional 5% for a total of 15% for or other similar discount structure SBU-Specific Products purchased from Ingersoll Rand unless and until Reseller can provide satisfactory proof to Ingersoll Rand of its compliance with MAP (e.g., if Reseller with a contract price file violates MAP by advertising a Power Tool MAP Product for less than MAP, then Reseller will receive an additional 5% increase for a total of 15% on the contract price file on all Power Tool Products).

Ingersoll Rand reserves the right, in its sole discretion, to remove all discounts from a Reseller who repeatedly or intentionally fails to comply with this MAP Policy.

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 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 MAP Products. It is Reseller’s independent decision whether or not to follow this MAP Policy. Ingersoll Rand will not seek to or accept any agreement or solicit an understanding for this MAP Policy to be followed by any Reseller. 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 only person authorized to answer questions regarding this MAP Policy and to comment on this MAP Policy and to whom all questions regarding this MAP Policy must be addressed is the Ingersoll Rand MAP Administrator. Inquiries should be addressed to the individuals on the following Attachments based on product categories.

The MAP Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions. 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 Ingersoll Rand contact set forth above.

Ingersoll Rand monitors the advertised prices of Resellers, either directly or via the use of third party agencies. Resellers are expected to provide reasonable cooperation in any Ingersoll Rand investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying or otherwise failing to cooperate with an Ingersoll Rand MAP Policy investigation is a violation of this MAP Policy.



EXAMPLES OF MAP VIOLATIONS

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

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

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

- 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 MAP Product that is below.

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

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

- Discounts on 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 MAP Products are advertised at MAP, and the MAP is the only price shown for MAP Products. If the price is below the MAP price then that price cannot be shown.



Attachment 1

MAP Administrator and MAP Products for Compression Technology Systems

Click [HERE](#) to access list of affected products and pricing. MAP Administrator for CTS: Chris Gillingham

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

US Mail: MAP Administrator

 Compression Technology Systems Business Unit

 Ingersoll-Rand Company

 800-D Beaty Street

 Davidson, NC 28036



Attachment 2

MAP Administrator and MAP Products for Power Tools

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

MAP Administrator for Power Tools: Kelly Dees

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

US Mail: MAP Administrator

Power Tools Business Unit

Ingersoll-Rand Company

525 Harbour PI Dr.

Davidson, NC 28036



Attachment 3

MAP Administrator and MAP Products for ARO® Fluid Management

Access the files by logging onto the site at the following link: [HERE](#)

Please note:

- If you are a first time user on our Products Portal, you may create a new account using the above link
- After a new account is created, please update your profile settings and select your "areas of interest" to access relevant product information
- Please be sure to select the area for "Tools, Fluid and Material Handling Products (TFM)" as this is the area of interest where price files have been made available to all Channel Partners

MAP Administrator for ARO® Fluid Management: Jamie Harris

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

US Mail: MAP Administrator

 ARO® Fluid Management Business Unit

 Ingersoll-Rand Company

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