

Gerber® Plumbing Fixtures LLC Minimum Advertised Price Policy

Effective December 20, 2024

INTRODUCTION:

This Minimum Advertised Price (“MAP”) policy (“policy”) replaces and supersedes all prior policies issued by Gerber Plumbing Fixtures LLC (“Gerber”), and applies to all Gerber brand distributors, wholesalers, and other Resellers, including authorized online retailers, located in the United States (collectively, the “Resellers”). Gerber has determined that adoption of this policy is a necessary component of its strategy to minimize distribution channel conflicts, as well as to ensure the long-term viability of the Gerber brand for the success of the brand and its customers. This policy is subject to change at any time by Gerber, at its sole and absolute discretion.

POLICY APPLICATION:

This policy applies to all Resellers of Gerber products who buy directly from Gerber, who now or hereafter directly sell Gerber products or sell such products on the internet, or who resell any Gerber products to one or more companies operating a website on which they sell, or intend to sell, Gerber products.

POLICY:

MAP for all Gerber products is 30% off the current standard list price as then published by Gerber, from time to time, and located at gerber-us.com.

This policy is unilateral, non-negotiable, and will not be altered for any reseller. Each reseller can independently decide whether to follow the policy. All Resellers of Gerber products remain free to sell Gerber products at any price they choose at their sole and absolute discretion. Gerber Resellers are free to establish their own shipping charges and actual sale prices.

This policy applies to all active SKUs manufactured and distributed under the Gerber brand name. It does not apply to closeout, distressed, or damaged merchandise, or to special over-stock promotions as announced by Gerber. It also does not apply to parts. This policy does apply to products up to one year after discontinuation. Gerber may also, from time to time, announce promotional periods during which the policy will not apply with respect to all or some Gerber products.

VIOLATIONS:

A “violation” of the policy occurs when a price for a Gerber product is advertised or displayed on or by any medium (including without limitation, print, radio, television, retailer or other websites, auctions sites, shopping engines, online marketplaces, internet resale sites and electronic media) that is more than 30% below the published list price on gerber-us.com. This includes using any ads or campaigns with respect to the sale of Gerber products, as well as sponsored links and websites operated by, affiliated with, and/or linked to the reseller’s website(s).

The definition of “published list price” does not include any price discounts displayed after a product is at the final online checkout state of a transaction, which is not considered advertising under this MAP policy. For example, such information added to the “shopping cart” that contains the customers, name, shipping address, email address and payment information. However, to avoid violation of this policy, the display of the final Pricing information in the shopping cart or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing search engines, and not displayed on search page results within the Gerber Reseller’s website.

Offering coupons, discounts, rebates or other inducements resulting in an advertised sales price lower than the MAP, including using a storewide sale, promotional code, or other similar provision that can be applied to MAP-covered products is a violation of this MAP Policy.

It will be a violation to modify Gerber product names, descriptions, or SKU numbers on product listing images and marketing materials, and a similar action to directly or indirectly circumvent this policy.

If, after investigating, Gerber determines to its sole satisfaction that a Reseller directly or indirectly through third parties has engaged in advertising of any Gerber products at a price less than the MAP price, Gerber may take the following actions:

- Gerber will first notify the Reseller in writing (via virtual communication or email) of any violation of the MAP policy. If the Reseller corrects the violation, no further action will be required. If the Reseller fails to correct the violation, Gerber will notify the Reseller that Gerber will suspend sales to the Reseller of the products to which the violation related for a minimum of thirty (30) days.
- If Reseller continues to be in violation of the MAP policy, Gerber will notify the Reseller of Gerber's immediate suspension of sales of all Gerber products to the Reseller for a minimum of six (6) months.

Note: This Policy is not intended to restrict Gerber's rights to manage its distribution channels and to make and change its decisions regarding Resellers and others with whom it will do business. Among other things, depending on the severity or number of violations and the response of the reseller when advised of a violation of this MAP policy, Gerber may deem it appropriate to bypass some or all the steps above and immediately cease doing business with the reseller.

GERBER MAP POLICY ADMINISTRATION:

No Gerber employee or sales representative has any authority to modify or alter this policy or to negotiate this policy or any agreement with respect to it with any reseller.

The only person authorized to answer questions regarding the policy or to comment on the policy on behalf of Gerber, and the persons to whom all questions regarding the policy must be addressed, are the Gerber MAP Policy Administrators at the address designated below.

Gerber Plumbing Fixtures LLC
Attn: Gerber MAP Policy Administrators
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