

**BRIZO® BRAND MAP POLICY**

EFFECTIVE JUNE 15, 2022

To: All Brizo® Brand Resellers, Showrooms, Wholesalers, Distributors, Kitchen and Bath Dealers, and Authorized Online Retailers

Re: **BRIZO BRAND MINIMUM ADVERTISED PRICE POLICY**

Delta Faucet Company (DFC) has adopted the following Minimum Advertised Price Policy (**MAP Policy**) for its Brizo® product offerings (Brizo Products, as defined below). This MAP Policy applies to all Brizo brand Resellers, Showrooms, Wholesalers, Distributors, Kitchen and Bath Dealers, and Authorized Online Retailers in the United States of America (each, a **Brizo Reseller**) and replaces and supersedes any prior MAP policies for Brizo brand products.

DFC's premium Brizo brand offers consumers distinctive designs and inventive technologies that meet the discerning demands of the high-end consumer. DFC is committed to maintaining this high-end, quality image of the Brizo brand. Consistent with that commitment, DFC has designed products that incorporate inventive technologies and/or innovative designs to meet the discerning demands of the higher-end consumer. DFC believes that certain advertising practices are inconsistent with its competitive strategy for these products and for the Brizo brand image as a design, innovation and technology leader in the plumbing industry. These practices also may undermine the commitment of DFC and the Brizo Resellers to provide an appropriate level of service, merchandising, advertising and promotion in the support of DFC's strategy for **Brizo Products**, and in turn, the Brizo brand image.

In an effort to ensure the long-term viability of the Brizo brand and to ensure Brizo Resellers provide essential services that benefit the Brizo brand, DFC has adopted the following Policy. This Policy applies to all Brizo branded products (**Brizo Products**) with the exception of repair parts, which are not considered Brizo Products for purposes of this Policy and shall not be subject to this Policy, although Delta® branded repair parts used for Brizo Products may be subject to the Delta Brand MAP Policy.

1. DFC is solely responsible for establishing the minimum advertised price (**MAP**) for each Brizo Product and communicating the MAP to all Brizo Resellers.
2. DFC has established a Minimum Advertised Price of 28% below DFC's then-current list price for all Brizo Products.
3. While Brizo Resellers are free to sell Brizo Products at any price they deem appropriate, it is a violation of this MAP Policy to advertise Brizo Products in any medium (including, without limitation, print, radio, television, retailer or other websites, auction sites, shopping engines, online marketplaces, internet resale sites and electronic media) at a consumer advertised price lower than the MAP established by DFC from time to time for the particular product.
4. Offering coupons, discounts, rebates, or other inducements resulting in an advertised price lower than the MAP, including through a use of a storewide sale, promotional code, or other similar provision that can be applied to Brizo Products is a violation of this MAP Policy.
5. It will be considered a violation of this MAP Policy to fail to display an advertised price for each Brizo Product in any advertisement, including on the product detail page. For clarification, verbiage such as "Click for price" does not satisfy the requirement for displaying an advertised price.
6. Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered "advertising" under this MAP Policy. The "final online checkout stage" is the stage when the MAP Covered Product is put into a shopping cart that contains the customer's name, shipping address, email address, and payment information. Pricing information in the "shopping cart" or "checkout" stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the Brizo Reseller's own website.
7. Brizo Resellers may not modify product names, descriptions or SKU numbers on product listing pages and marketing materials, such as by omitting or modifying hyphens or other punctuation. These actions, or any other actions taken in an attempt to directly or indirectly circumvent this Policy, also violate this Policy.
8. It is not a violation to advertise that a customer may "call for price," "text for price," or "email for price" as long as no automated call, text message, or 'bounce-back' email is used in response.
9. DFC reserves the right, in its sole discretion, to change the MAP generally or with respect to certain products and, if it does so, it will provide notice of such change at least 30 days in advance. At DFC's sole discretion, this Policy may not apply to products that are designated as obsolete, discontinued or used.
10. Brizo Resellers are free to establish their own shipping charges, actual sale prices, and advertising policies for Brizo Products.
11. Failure to comply with this MAP Policy shall result in the consequences set forth in **Exhibit I**.

12. Notwithstanding the provisions of **Exhibit 1**, (a) after a first violation, a failure to comply with this MAP Policy will not be treated as a violation unless it occurs (or continues) more than two days after a previous violation, and (b) any violation of this MAP Policy that occurs more than 12 months before the most recent violation will no longer be considered a violation for purposes of calculating the appropriate level of consequence.
13. DFC reserves the right to stop selling Brizo Products to any Brizo Reseller that DFC deems to be a chronic violator or that otherwise demonstrates its unwillingness or inability to comply with this MAP Policy.
14. On a limited or infrequent basis, holiday or other short-term promotion exceptions may be authorized by DFC, in advance and in its sole discretion. Any Brizo Reseller that advertises a Brizo Product in accordance with the terms of the authorized promotion or holiday will not be deemed to have violated the MAP Policy.

This MAP Policy does not constitute an agreement between DFC and any other entity. DFC has adopted this Policy unilaterally in furtherance of its independent business strategy for its Brizo brand. Each Brizo Reseller is free to decide independently whether to follow this MAP Policy.

This MAP Policy is not negotiable. No DFC employee or representative is authorized to, nor will DFC, modify, interpret, grant exceptions to, or change this MAP Policy for any particular Brizo Reseller. DFC alone will implement, interpret and enforce this MAP Policy in its sole discretion and independent judgment. DFC does not solicit or expect, nor will DFC accept, any assistance from or agreement with its customers about compliance with this MAP Policy or its implementation, interpretation or enforcement. Any questions about this MAP Policy should be submitted in writing and directed to DFC's MAP Policy Administrator at [PolicyEnforcement@DeltaFaucet.com](mailto:PolicyEnforcement@DeltaFaucet.com). DFC will accept no other form of communication from Brizo Resellers regarding the MAP Policy.

Please make sure that all appropriate people in your organization receive a copy of this MAP Policy. DFC reserves the right to amend, modify, or discontinue this MAP Policy at any time, and will notify all Brizo Resellers of any such amendment, modification, or discontinuation. This MAP Policy is in addition to and separate from all other DFC policies.

## EXHIBIT 1

### Consequences for violations by any Brizo Reseller

If any Brizo Reseller fails to comply with this MAP Policy, the following consequences shall apply.

VIOLATION	CONSEQUENCE
First Violation	Written Warning.
Second Violation	For 30 days, (i) DFC will stop selling the applicable Brizo Products to which the violation related, and (ii) the violator will not be authorized to purchase these products from any distributor.
Third Violation	For 30 days, (i) DFC will stop selling all applicable Brizo Products, and (ii) the violator will not be authorized to purchase these products from any distributor.