



Ken-Tool Minimum Advertised Price Policy Effective: January 1, 2019

Ken-Tool has determined that certain advertising practices undermine Ken-Tool's trade reputation, brands, and premium image within the target consumer population and discourage Ken-Tool Resellers (as hereinafter defined) from investing in the Ken-Tool product lines and providing the best possible service and support to consumers. Accordingly, to protect the integrity of the Ken-Tool brands, Ken-Tool has adopted this unilateral Minimum Advertised Price Policy ("MAP Policy"), which applies to all distributors, wholesalers, dealers, jobbers, retailers, and other resellers who are recognized as Authorized Sellers, Authorized Resellers, Authorized Retailers and any other resellers who advertise and sell Ken-Tool (collectively, "Resellers") of Ken-Tool products in the United States of America, Canada and Mexico.

The MAP Policy applies to all products listed on the Ken-Tool MAP Schedule ("Covered Products"). Ken-Tool is solely responsible for establishing the minimum advertised price ("MAP") for each Covered Product and will communicate the MAP for each Covered Product to all Resellers through the Ken-Tool MAP Schedule.

This MAP Policy is not intended as, nor is it to be construed as, an attempt by Ken-Tool to set advertised or resale prices or an agreement between Ken-Tool and any Reseller or other party. In addition, Ken-Tool will not accept any assurances of compliance with the MAP Policy from any Reseller. Each Reseller must independently choose whether to comply with the terms of this MAP Policy. This MAP Policy is not negotiable and will not be altered for any individual Reseller. This MAP policy is strictly limited to advertised prices and does not affect the prices that Reseller may charge for Covered Products.

GUIDELINES

Although all Resellers are free to advertise and sell all Ken-Tool products at any price they deem appropriate, it is a violation of the MAP Policy for a Reseller to advertise any Covered Product at a price lower than the MAP. Such advertisements include, but are not limited to:

- I. Offering coupons, discounts, reseller rebates, credits, or other inducements within such advertisement that, when applied, result in a net advertised price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.
- II. Bundling Covered Products with other products or services (whether made by or provided by Ken-Tool or another entity) in a manner that implies within the advertisement below-MAP pricing for the bundled Covered Product.
- III. Strikeouts or strikethroughs of pricing information, "see price in cart," or other statements that suggest that a lower price for a Covered Product may be found at the final online checkout stage.



Direct or indirect attempts to circumvent this Map Policy also violate this MAP Policy; however, 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 price is listed and no automated call, text message, or “bounce-back” email is used in response. Additionally, offering free shipping, 0% holiday tax promotion, or free financing is not a violation of this MAP Policy.

For purposes of this MAP Policy, the terms “advertise” and “advertisement” include all promotional or pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, Reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

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 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 Reseller’s own website.

ENFORCEMENT

First Violation: Ken-Tool will notify the violator that they are in violation of this policy. This notification will stipulate that they are expected to conform to the policy within 5 business days.

Second Violation: Ken-Tool will notify the violator that they are still in violation of or have again violated the policy. This notification will stipulate that they are expected to conform to the policy within 5 business days. Should the violator not conform within that time period, Ken-Tool will refuse any and all purchase orders and suspend Ken-Tool products shipments until all violations have been corrected.

Third Violation: Ken-Tool will notify the violator that they are again in violation of the policy. This notification will stipulate that they are expected to conform to the policy within 5 business days. Should the violator not conform within that time period, Ken-Tool will refuse any purchase orders and suspend any shipment of any and all orders for minimum period of 10 business days from once the company is in compliance. The customer in question will confirm their commitment in writing to adherence of the Ken-Tool MAP policy as well prior to their reinstatement.

Fourth Violation: Upon notification of a fourth violation Ken-Tool, may at its discretion exercise its right to terminate sales activities with the offending party. The privilege of using any Ken-Tool copyrighted material, including photographs, in any form on the violator’s web site will automatically be revoked. Further use of these materials will be viewed as a violation of Ken-Tool’s proprietary and intellectual property rights. The violator will receive a Cease & Desist letter to this effect and a similar Cease & Desist letter will be sent to the violator’s Internet Service Provider demanding that they remove the



copyrighted and proprietary materials from the site. A period of 5 business days will be allowed for the removal of these materials after which Ken-Tool may, at its discretion, choose to pursue legal action for violation of its copyright and proprietary material rights. The violator will not be permitted to resume use of the copyrighted material and proprietary material until they receive express, written consent from Ken-Tool.

Although Ken-Tool is not directing any Reseller to require that its customers comply with the MAP Policy, a violation of the MAP Policy by any such third party will constitute a violation by the Reseller.

GENERAL TERMS

1. The MAP Policy will be enforced by Ken-Tool in its sole discretion and without notice. Resellers have no right to enforce the MAP Policy.
2. No Ken-Tool employee, vendor, supplier, or sales representative is authorized to, nor shall they, modify, interpret, or grant exceptions to this MAP Policy; solicit or obtain the agreement of any person to this MAP Policy; or otherwise discuss any aspect of this MAP Policy with any Reseller, including that Reseller’s or any other Reseller’s compliance with the terms of the MAP Policy.
3. Any questions concerning the MAP Policy must be submitted in writing and directed to Ken-Tool’s MAP Administrator at MAPAdmin@kentool.com
4. Ken-Tool reserves the right to unilaterally modify, change, suspend, terminate, reinstate, or update the MAP Policy at any time with advance notice in its sole discretion. Ken-Tool shall make any such modifications available to all Resellers.

KEN-TOOL MAP SCHEDULE (“Scheduled Products”)

Part Number	Product	MAP	
29980	reCore TPMS Sensor System Saver	\$	169.00
29981	reCore TPMS 25 pc refill	\$	169.00
29999	VALVECAPPER PRO - BLUE - 1 PC	\$	10.55
29999M	VALVECAPPERPRO - BLUE - 25 TOOL MERCHANDISER	\$	239.00
30606	PRO CHROME LUG NUT COVER RMVR	\$	43.20
30609	TX9 BUDD NUT WRENCH	\$	19.65
30630	Pilot Sleeve Zip Tool	\$	39.95
30631	Pilot Sleeve 6 pack	\$	17.95
30632	Pilot Sleeve bucket 100	\$	299.00
30633	Pilot Sleeve bucket 1000	\$	2,990.00
32116	T16A 16 MOTORCYCLE TIRE IRON - PAINTED, LABELED	\$	18.25
32117	T16C 1 PR 16 MOTORCYCLE TIRE IRON	\$	34.60
32119	T19 STRGHT SNGL-END TIRE MNT/DMT	\$	28.99
32120	T20 CURVED SINGLE-END TIRE MOUNT/DE	\$	28.99
32121	T21R DROP-CENTER SINGLE-END TIRE MO	\$	21.50
32129	INDUSTRIAL WHEEL LOCK-RING TOOL SET	\$	235.00



33219	T19A STRT SNGL-END TIRE SPOON	\$	29.70
33220	T20A CURVED SINGLE-END TIRE MOUNT/D	\$	29.70
33223	T23A 30 IN LOCK RING TOOL	\$	28.90
34549	DUAL WHEEL SEPARATOR	\$	177.00
34555	SHARK FIN DUAL WHEEL SEPARATION - PACKAGED	\$	350.00
34644	T45A-2000K TIRE IRON	\$	72.30
34645	T45A 37" Tubeless Tire Iron	\$	62.90
34645C	T45AC CLASSIC TUBELESS TIRE IRON	\$	72.60
34647	T45HD H.D. TUBELESS TIRE IRON	\$	80.50
34648	T48A LOCK RING REPLC TOOL	\$	61.35
34649	T45AS SUPER DUTY TUBELESS TIRE IRON	\$	91.55
34747	T46A 36 IN TIRE IRON	\$	60.55
34847	T47A H D TRUCK TIRE IRON	\$	152.00
34950	T950 IRONMAN TIRE/WHEEL LIFTER	\$	63.40
35129	T11EH REPLACEMENT HANDLE - KT	\$	26.30
35227	TG11DH REPLACEMENT HANDLE	\$	41.20
35229	TG11EH REPLACEMENT HANDLE	\$	52.05
35323	T35 HAMMER-WOOD HANDLE	\$	83.70
35329	T11E BEAD BREAKING WEDGE WITH HICKORY HANDLE	\$	99.00
35423	TG35 HAMMER-FIBERGLAS HND	\$	120.00
35425	TG36 HAMMER-FIBERGLAS HND	\$	110.00
35427	TG11D F.G. BEAD BREAKING WEDGE	\$	97.25
35429	TG11E 32" Duckbill Bead Breaking Wedge	\$	111.00
35440	BLUE COBRA TRUCK TIRE DEMOUNT TOOL	\$	299.00
35442	BLUE COBRA TRUCK TIRE SERVICE SET	\$	399.00
35444	BLUE COBRA DELUXE TRUCK TIRE SERVICE SET	\$	499.00
35924	T24B ECONOMY BEAD BREAKER	\$	158.00
35926	T26B H.D. IMPACT BEAD BREAKER	\$	225.00
35936	T36B STD VALVE BREAKER	\$	216.00