



Southwire Minimum Advertised Price (MAP) Policy

In order to successfully compete in the marketplace, to maintain its premium brand image and intellectual property, and to minimize destructive intra-brand channel conflict, Southwire Company, LLC (“**Southwire**”) has adopted this unilateral Minimum Advertised Price (“**MAP**”) Policy. Accordingly, all forms of retail advertising for sales of Southwire’s products as set forth in Southwire’s MAP Product List are subject to this MAP Policy.

The MAP pricing is established by Southwire and is for the full line of branded products as set forth in Southwire’s MAP Product List. MAP pricing is published with the industry price sheet for agents, dealers, distributors, retail partners, and/or other resellers (“**Reseller(s)**”).

This Policy does not restrict a Reseller’s right to establish their own independent resale prices of Southwire products. Southwire is not asking or requiring Resellers to agree to any aspect of this MAP Policy. Southwire is implementing the MAP Policy as its own policy and advising Resellers that there will be certain consequences if they advertise Southwire products at prices less than the applicable MAP price. Importantly, Resellers remain free to determine if they wish to follow this MAP Policy or not.

This Policy only concerns the advertised prices of Southwire products. All other terms and conditions of sale remain in effect, as do any other Southwire distribution policies provided to you. The MAP program is established by Southwire and may be adjusted at its sole discretion. Southwire reserves the right, from time to time to alter, modify, suspend, or cancel this MAP Policy, the products covered, and the minimum advertised prices. This MAP policy is referenced in Southwire’s Terms and Conditions of Sale.

The following guidelines apply to this MAP Policy:

1) **ADVERTISING:**

The MAP policy applies to the advertisement of any product included on Southwire’s MAP Product List in any and all media, including, without limitation to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, websites, online marketplaces, and internet or similar electronic outlets. This includes

- any website accessible to the general public, including traditional retailers, e-commerce resellers, vendors, portals, shopping sites, auction sites, any webpage with a shopping cart prior to sale, or any link to a web-based shopping cart;

- banner, pop-up, and pop-under advertisements;
- sponsored links, websites operated by, affiliated with, or linked to a retailer's website(s). including links from within the body of an e-mail advertisement that direct the recipient to a website accessible to the general public;
- a "click for price," "view price in cart," "mouse over for price," or "add to cart for lowest price" button, or any other device directing potential customers to place the product in a cart for the lowest price; and
- a price that is displayed on a "checkout" or "shopping cart" page.

Any advertising that contains or reflects a net-price lower than the MAP price for the product(s) will be in violation of this policy. All advertising must contain a proper description of the Southwire product as well as the entire model or item number of the product. Southwire reserves the right to examine any product listing or advertisement for compliance with this MAP Policy.

- a) Southwire's MAP policy applies to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within a physical retail location or over the telephone. Resellers remain free to sell these products at any price they choose at any time.
- b) It is not against Southwire's MAP Policy to advertise a mail-in or instant rebate or for the Reseller to offer coupons as long as the advertised price before rebate or coupon is equal to or higher than the MAP price and is prominently displayed as such.
- c) Southwire's MAP Policy does not in any way limit the ability of any Reseller to advertise that "they have the lowest prices" or "they will meet or beat any competitors price", that consumers can "call for a price" or phrases of similar nature as long as the price publicly advertised and promoted for the products is not less than the applicable MAP price.
- d) Quantity and bundling offers are permitted as long as the advertised price, taking into consideration any reductions based on quantity and bundling, is not below the MAP applicable to all the products involved in the aggregate.

2) MAP POLICY VIOLATIONS:

Southwire reserves the right to determine whether a Reseller has advertised Southwire's products at a price less than the minimum advertised price established in this MAP Policy and/or Southwire's MAP Product List. Upon such determination, Southwire may, in its sole discretion and without assuming any liability, act in a manner deemed appropriate by Southwire, including, but not limited to, cancel all orders for all or some products and may indefinitely refuse to accept new orders from the Reseller.

Southwire reserves the right to take action under the Policy without prior notice or issuance of warnings. However, Southwire may elect to provide Reseller with notice as follows:

- Level 1 MAP Violation: An email will be sent to the Reseller detailing the violations. The Reseller will have five (5) business days to correct the violation. If the Reseller fails to correct the violation, then a Level 2 notice will be issued.
- Level 2 MAP Violation: A Level 2 notice will be issued to Resellers who fail to correct a violation after receiving a Level 1 notice. Southwire may elect to remove products in violation of this Policy from future orders. Southwire may also elect to eliminate any pre-paid freight for Reseller orders and charge freight to the Reseller until the violation is corrected. Further, Southwire may remove the Reseller from “where to buy” on Southwire’s website temporarily or indefinitely.
- Level 3 MAP Violation: If the Reseller does not correct a violation within five (5) business days of receiving a Level 2 notice, then a third notice will be sent to the Reseller and their account will be suspended and no orders will be accepted, processed, or shipped until the violation is remedied. Southwire may also terminate any and all programming elements, such as pricing, co-op and rebate support temporarily or indefinitely.

Intentional and/or repeated failure to comply with this Policy may result in termination of the authorization to sell or distribute Southwire’s products and Reseller may be prohibited from further use of Southwire’s trademarks.

Southwire does not seek input or information from its Resellers regarding other Resellers and Southwire will not discuss the compliance of one Reseller with another Reseller.

3) MAP CHANGES:

From time to time, Southwire may discontinue certain products or engage in promotions with respect to certain products. In such events, Southwire reserves the right to modify or suspend the MAP price with respect to the affected products by notifying all impacted Resellers of this change. Resellers are responsible for remaining current with the MAP Policy, products, and pricing. Southwire also reserves the right to add or remove active products to Southwire’s MAP Product List or adjust MAP prices upon reasonable notice to all impacted Resellers.

This MAP Policy document supersedes any and all previously published Southwire MAP policies.

Please direct any questions regarding this MAP Policy to MapViolations@southwire.com. No representative of Southwire other than its MAP Team has the authority to speak to or modify the terms and conditions of this Policy. Please make any inquiries via e-mail (MapViolations@southwire.com) or in writing.

Effective Date: February 3, 2025