

## **SENCO Internet Minimum Advertised Price (iMAP) Policy**

Effective, 09/01/2024, KYOCERA SENCO Industrial Tools, Inc. (herein referred to as SENCO) has adopted the following Internet Minimum Advertised Price Policy (“iMAP Policy”) for all SENCO branded products. This policy will pertain to resellers in the United States and its Territories that may sell, distribute, advertise, market, or promote SENCO branded products in a physical location, via the internet, or any combination (collectively referred to as “Authorized Reseller”). SENCO may choose to enforce this policy through action up to and including termination of an Authorized Reseller that advertises any product, on the internet, below the stated Internet Minimum Advertised Price as set forth below.

To protect the integrity of the SENCO product line, the Authorized Reseller may not advertise the resale price of the product for less than the Internet Minimum Advertised Price (“iMAP”) set forth in the iMAP Schedule. The dealer will be in violation of the iMap Policy should any advertised price be lower than \$0.05 of the designated Internet Minimum Advertised Price. The iMAP Policy only applies to advertised prices, and not the prices at which products are actually sold. The dealer is free to resell SENCO products at any price.

The current iMAP Schedule may be obtained by contacting a SENCO sales representative, SENCO customer service, or at [www.senco.com](http://www.senco.com). The iMAP Schedule will be updated as new products are introduced. The iMAP Schedule for one or more products may be amended from time to time and may be suspended periodically for national, regional and/or seasonal promotions sponsored by SENCO.

This iMAP Policy applies to all advertisements of SENCO products on the Internet (whether through a website, email, or social media). Without limiting the generality of the foregoing, the iMAP policy includes without limitation:

- a) Internet and any other electronic or social media marketing, search engine advertising, e-mail newsletters, e-mail solicitations, automated response pricing emails, SMS or other phone/electronic text messages, search engine optimization, banners, pop-up ads, price comparison sites, auction functions or websites, shopping websites, shopping feed and portal sites, online display advertising, or similar electronic media, including advertisements and marketing by affiliates.

This iMAP Policy does not apply to in-store displays and advertising, including but not limited to signage, price tags or prices written in a sample book. In-store advertisements may not be displayed through digital media cross-promotion, including without limitation, Facebook, Instagram, or YouTube. Nor does the iMAP Policy apply to the price that is displayed on the Internet when a product is added to a “cart,” provided the shopping cart or site technology does not allow a price below iMAP to be displayed as a search engine result or to otherwise be revealed to the general public.

If the advertising method provides for or suggests a price below the Internet Minimum Advertised Price, such advertising violates this iMAP Policy. Examples of advertising methods that violate this iMAP Policy include but are not limited to the following:

- a) The use of a rebate, coupon, promotion, giveaway, or incentive that reduces the internet advertised price below the iMAP.

- b) The inclusion in advertising of free or discounted products with a product covered by the iMAP Policy if it has the effect of discounting the internet advertised price of the covered product below the iMAP.
- c) Offering free shipping and handling if the monetary value of the offer results in the display of the price for the covered product below the established iMAP for the internet advertised product.
- d) The display of internet pricing with any strikethrough or other alteration that reasonably suggests a price below the iMAP.
- e) The use of “click on” or “click through” buttons on a website, or similar buttons or automated price quotation transmission features, to provide automatic price quotations at or below the established iMAP.
- f) Statements such as “Click here for Lower Price,” “Add to Cart for Lower Price,” or “Check Cart for Lower Price.”

Examples of advertising that does not violate this iMAP Policy include:

- a) Advertising discounts where the resulting price is not below the established iMAP.
- b) Advertising that states the dealer “has the lowest price” or promises to “match” or “beat” a competitor’s price.
- c) Advertising that offers free shipping or free services, provided the internet advertisement does not subtract the value of the offer, resulting in the display of an internet advertised price below the iMAP.
- d) Advertising for products that are clearly designated as “reconditioned,” “refurbished,” or “demo.”
- e) Advertising that includes an offer of a gift card with purchase and that provides for a future discount on subsequent purchases from the dealer.
- f) Advertising of a blanket price reduction or discount, applicable site-wide, provided no product covered in the iMAP Policy is shown in the advertisement with the price reduction or discount.
- g) Electronic mail sent directly in response to a customer inquiry or request for a price quote by an individual customer, provided the response is not automated and given in an individual, personal communication to the requesting customer.

If a dealer intentionally or repeatedly violates this iMAP Policy, SENCO shall take appropriate action to enforce the policy, including but not limited to one or more of the following actions:

- 1) Notify the dealer of the non-compliant advertisement and violation of the iMAP
- 2) Suspend for a designated period or terminate the dealer’s right to sell the SENCO product in violation of the iMAP.
- 3) Suspend for a designated period or terminate the dealer’s right to sell the entire SENCO product category (e.g., cordless pneumatics, screw systems, pneumatic tools, etc.).
- 4) Suspend for a designated period the dealer’s right to sell the entire SENCO product portfolio.
- 5) Terminate the dealer’s business relationship with SENCO.

SENCO will make all decisions concerning compliance with and enforcement of this iMAP Policy unilaterally. This iMAP Policy is a unilateral declaration of policy by SENCO and does not reflect or constitute an agreement between SENCO and any Authorized Reseller or any other person or entity, and by issuing this policy SENCO is not seeking any such agreement.

SENCO, at its sole discretion, may modify, suspend, or cancel the iMAP Policy and/or iMAP Schedule at any time. SENCO will provide notice of any such modification, suspension, or cancellation on the designated iMAP Policy website [www.senco.com](http://www.senco.com). It is the responsibility of the Authorized Reseller to monitor [www.senco.com](http://www.senco.com) or the designated website for updates.

No sales representative or employee of SENCO, other than the iMAP Policy administrator, has any authority to discuss, modify or grant exceptions to the iMAP Policy. All questions or inquiries about the policy, iMAP Schedule, or covered products should be directed to the iMAP Policy administrator at [dealersupport@kyocera-senco.com](mailto:dealersupport@kyocera-senco.com).