

SHERWIN-WILLIAMS CONSUMER BRANDS GROUP UNILATERAL MINIMUM ADVERTISED PRICE (MAP) POLICY

Because The Sherwin-Williams Company, on behalf of itself and its subsidiaries and affiliates, (collectively, “Sherwin-Williams”) believes that the performance, high quality and other attributes of its Minwax[®], Purdy[®] and Cabot[®]-branded products are best conveyed by advertising that focuses on these features, and because Sherwin-Williams desires to preserve the brand image associated with its Minwax, Purdy, and Cabot products (collectively, the “products”), Sherwin-Williams has adopted this Minimum Advertised Price Policy (“MAP Policy”) to support advertising that promotes these objectives. This MAP Policy is the unilateral policy of Sherwin-Williams. This policy applies to dealers and other reseller/retailers, including wholesalers, (in any case, a “reseller/retailer”) of any products in the United States. It does not apply to any advertising outside the United States.

This is a unilateral statement of policy issued by Sherwin-Williams.

It is a violation of this MAP Policy for a reseller/retailer to advertise in Covered Media (as defined below) any Covered Product (as defined below) at a price below the current Minimum Advertised Price (as defined below) for such product. In addition, any advertising that, although in technical compliance with the terms of this MAP Policy, violates the spirit and intent of this policy (as determined solely by Sherwin-Williams) shall be deemed a violation of this MAP Policy. Sherwin-Williams reserves the right to make any changes it deems necessary to this MAP Policy from time to time. All wholesalers are required to ensure that their respective dealers comply with this MAP Policy. Sherwin-Williams will consider any violation of this MAP Policy by such downstream dealers as a violation of this MAP Policy by the relevant wholesaler.

Nothing in this MAP Policy is intended to set or limit the price(s) at which any reseller/retailer resells their products (including any Covered Product). Each reseller/retailer is free to set its own resale prices. Instead, this MAP Policy merely restricts the advertised prices listed in any Covered Media. Therefore, no employee or representative of Sherwin-Williams has any authority to tell any reseller/retailer what its resale prices must be, nor to inhibit in any way such reseller/retailer’s independent pricing decisions.

1. EFFECTIVE DATE; TERM

This MAP Policy shall become effective on March 25, 2019, and shall remain in effect until terminated by Sherwin-Williams. This MAP Policy is subject to change as provided in Section 3 below. Effective March 25, 2019, this MAP Policy replaces the previous version of the MAP Policy that became effective April 15, 2018.

2. COVERED MEDIA

This MAP Policy applies to all forms of advertising including, but not limited to, the following (collectively, “Covered Media”):

- Print ads (inserts, coupons, magazines, catalogs, circulars, newspapers, etc.)
- Broadcast (radio and TV)
- Direct mailers, including email and social media
- Faxes
- Internet ads and prices shown on the internet
(but see Section 5 - “SPECIAL INTERNET PROVISIONS” below)
- Billboards

Provided, however, that this MAP Policy does not apply to (and the term “Covered Media” shall not include) the following:

- In-store displays, in-store banners, in-store price markings
- Quotes, contracts, governmental bids
- Internet site “checkout” pages or “shopping cart” pages where the consumer makes their final purchase election

3. COVERED PRODUCTS & APPLICABLE MINIMUM ADVERTISED PRICES

From time to time, Sherwin-Williams will publish on each of www.minwax.com/MAPP, www.purdy.com/MAPP, and www.cabotstain.com/MAPP (each, a “Covered Products Site” and collectively, the “Covered Products Sites”), as applicable for the applicable products, and/or will mail, email or hand-deliver to reseller/retailer, a list (the “MAPP List”) identifying:

- The products subject to the MAP Policy (the “Covered Products”).
- The period of time such Covered Products are subject to the MAP Policy.
- The applicable minimum advertised price (the “Minimum Advertised Price”) for such Covered Products.

Sherwin-Williams reserves the right to modify or change the Covered Products, the Minimum Advertised Price(s), any part of the MAPP List, and/or any other provisions of this MAP Policy at any time, without prior notice. Such changes and modifications will be effective upon the date such changes are first published on the applicable Covered Products Site. Upon withdrawal of a Covered Product from the MAP Policy (as set forth on any such updated MAPP List), the MAP Policy shall no longer apply with respect to such product.

This MAP Policy does not apply to products that Sherwin-Williams has ceased to manufacture, as long as the advertisements in question specifically and conspicuously identify the products in question as having being discontinued.

MODEL NUMBERS

Complete product model numbers, to the extent they appear in the MAPP List for Covered Products, must be clearly shown or announced by reseller/retailer in all Covered Media advertisements.

4. CERTAIN ADVERTISEMENTS NOT VIOLATIVE OF MAP

The following advertisements shall not (absent other circumstances) constitute a violation of this MAP Policy:

- Advertising without any reference to retail price (i.e., “on sale”, “\$1.00 Off”, “5% Off”).
- Advertising that states “Call for Price” or similar statements.
- Advertising that promises to match or beat prices from competitor.
- Advertising that offers free accessories with purchase, free delivery with purchase, free training with purchase, or free service with purchase, unless the ad specifies a dollar value for these activities which nets a price that is below the applicable Minimum Advertised Price. Advertising that offers free or low-interest financing, or no money down, or delayed payments, unless the ad specifies a dollar value for these terms which nets a price that is below the applicable Minimum Advertised Price.

5. SPECIAL INTERNET PROVISIONS

Advertising on the internet is subject to this MAP Policy. Examples of Internet advertising that must comply with this MAP Policy include:

- The reseller/retailer’s website, social media and banners.
- The reseller/retailer’s banners or advertising on sites owned by other parties (such as portal sites and news sites).

- Listings on websites that accumulate and display advertised pricing from unrelated websites if sponsored or funded by the reseller/retailer, or if the reseller/retailer submits information to the website.
- Auction sites where a minimum bid is communicated by the reseller/retailer.

6. “CALL FOR PRICE” OR “ADD TO CART FOR PRICE”

“Call for Price” or “Add to Cart for Price” is acceptable. A product that has been placed in the “shopping cart” or which appears on similar “check-out” pages where the consumer makes their final purchase can be shown on such page at any price.

7. QUESTIONS REGARDING THE POLICY

All questions regarding this MAP Policy shall be addressed to Sherwin-Williams’ MAP Policy Administrator at mappadministrator@sherwin.com (the “MAP Policy Administrator”). No other Sherwin-Williams representative is authorized to confirm compliance with this MAP Policy, discuss it or amend it.

Sherwin-Williams will not respond to any questions or comments from one reseller/retailer about the activities of any other reseller/retailer. Sherwin-Williams alone is responsible for enforcing this MAP Policy and will do so unilaterally. SHERWIN-WILLIAMS SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER/RETAILER REGARDING VIOLATIONS OF THIS MAP POLICY.

Sherwin-Williams neither solicits, nor will it accept, any assurance of compliance with this MAP Policy. Nothing in this MAP Policy or in any other contract or agreement with Sherwin-Williams shall constitute an agreement between Sherwin-Williams and a reseller/retailer that the reseller/retailer will comply with this MAP Policy.

8. CONSEQUENCE OF VIOLATIONS

Each advertisement of a Covered Product priced below a Minimum Advertised Price will be a violation of this MAP Policy. In the event a reseller/retailer chooses not to follow this MAP Policy, sanctions will be unilaterally imposed by Sherwin-Williams. Violations of this MAP Policy shall be determined by Sherwin-Williams at its sole discretion. Violations that are not cured within a reasonable time (in Sherwin-Williams sole discretion) or are otherwise continuing may be deemed to be more than one violation.

In addition to the specific penalties described below, Sherwin-Williams reserves the right (to the extent otherwise permitted by applicable law) to take any action it deems reasonable under the circumstances to respond to any MAP Policy violations. Violations of this MAP policy will result in the following penalties:

- First violation: Sherwin-Williams will provide a written notice of violation and, if applicable, will withhold (or recover, if previously paid) any market development funds or similar marketing funds for the violating advertisement (or related ads).
- Second violation within 12 calendar months of the first violation: Sherwin-Williams will terminate any such reseller/retailer’s authorization to purchase and resell products and/or otherwise cease supplying products to such reseller/retailer.