




Glass Accessories International, Inc.

July 10, 2020

Re: MAP Pricing Policy

TOYO ™, Exclusively sold by Glass Accessories Int'l, MAP Pricing Policy

This policy will go into effect on **September 1, 2020**

We recognize that our success is tied to the success of our network of select authorized distributors and their dealers. We also know that many distributors and dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to the distributor's and dealer's service and support efforts. As a result, Glass Accessories Int'l has unilaterally established this Minimum Advertised Price ("MAP") Policy.

The MAP Policy is an effort to protect the long-term interest of not only Glass Accessories Int'l, but also our dealers, distributors and customers. This policy is to ensure the preservation of TOYO's superior technology and quality products, the product value and to properly establish the brand and reputation of these products in the appropriate market segment.

1. Glass Accessories Int'l, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises or their customer advertises any product(s) covered by this MAP Policy at a price lower than the MAP.
2. The products covered by this policy along with their MAP pricing are listed in Appendix "A", ("MAP Products"). Glass Accessories Int'l may in its sole discretion modify this list from time to time.
3. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.
4. The MAP Policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.
5. Website features such as "click for price," automated "bounce-back" pricing e-mails, preformatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
6. This MAP Policy also applies to any activity which Glass Accessories Int'l determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchases" and the like.



7. From time to time, Glass Accessories Int'l may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Glass Accessories Int'l reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers, of such changes.
8. Any discounting of the MAP for a MAP Product, including, without limitation, advertising, offering or providing coupons, rebates, free accessories, or payment of sales tax for the customer - will be regarded as a violation of this MAP Policy. The following will also be considered violations of this policy: (a) advertising any net price for a MAP Product less than the MAP in connection with any advertisement of a trade-in offer for any other product; or (b) displaying in, or in association with, any advertisement for a MAP Product any specific trade-in price or value for any trade-in of any other product.
9. Although resellers remain free to establish their own prices, Glass Accessories Int'l will, without assuming any liability, cancel all orders and refuse to accept any new orders for a product for which a MAP is specified in Appendix "A", ("MAP Products") from any dealer or distributor for a period of six (6) months, immediately following Glass Accessories Int'l's verification, to its satisfaction, that such dealer or their distributor, or any retailer or reseller that has purchased a MAP Product from such dealer or distributor, has advertised such MAP Product at a net retail sales price less than the MAP established and announced by Glass Accessories Int'l. At Glass Accessories Int'l's election, a second occurrence will result in the indefinite discontinuation of any further sales of such MAP Product to the dealer or distributor.
10. Glass Accessories Int'l will not discuss any conditions of acceptance related to this policy, as it is non-negotiable and will not be altered for any dealer or distributor. In addition, Glass Accessories Int'l neither solicits, nor will it accept, any assurance of compliance with this policy. Nothing in the policy shall constitute an agreement between Glass Accessories Int'l and any dealer or distributor on any subject including that the dealer or distributor will comply with this policy, or will sell any product at or above any particular price.
11. The MAP policy is not applicable to B2B, wholesale transactions conducted out of sight from publicly accessible, retail sales channels.



Appendix "A"

MAP Products

No.	Product #	Product Name	MAP Price	MSRP
1.	TC600PRV	TOYO Pistol Grip Supercutter – Pattern Blade	\$36.95	\$40.95