

Rhino Coffee Gear US Minimum Advertised Price Policy Effective July 1st 2016

1. Introduction

Rhino Coffee Gear is a collaboration of people with a passion for coffee that seek to continually innovate and evolve products for the global coffee community. With a product offering extending across barista tools, brewing gear and coffee equipment cleaning & maintenance products, the Rhino Coffee Gear group of brands provide true global 'on the ground' access and support for its' range.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our 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 our dealers' service and support efforts. As a result, Rhino Coffee Gear has unilaterally established this Minimum Advertised Price ("MAP") Policy.

2. Policy Statement

Brew Global, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

- a. As a general rule the MAP price will not be less than 10% of the MSRP on the Rhino Coffee Gear website.
- b. The products covered by this policy are listed in Section 7, ("MAP Products"). Rhino Coffee Gear may in its sole discretion modify this list from time to time.
- c. Rhino Coffee Gear recognizes that dealers are free to make their own decisions to advertise and sell any Rhino Coffee Gear product at any price they choose, without consulting or advising Rhino Coffee Gear. Similarly, Rhino Coffee Gear will exercise its right to make its own decisions regarding the Rhino Coffee Gear Authorized Resellers Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
- d. 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. Advertising Guidelines

- a. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
- b. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
- c. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price"

or "email for price", or to use similar language, specifically with respect to Rhino Coffee Gear Products, so long as no price is listed.

- d. This MAP Policy also applies to any activity which Rhino Coffee Gear 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.
- e. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- f. From time to time, Rhino Coffee Gear may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, Rhino Coffee Gear 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.
- g. From time to time Rhino Coffee Gear may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the manufacturer's rebate, provided that:
 - i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- h. an asterisk is placed next to the net price after manufacturer's rebate; and
- i. "**after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

5. Bundling Guidelines

- a. "Bundling" or advertising Rhino Coffee Gear products for sale together with other products will violate this MAP Policy when:
 - i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
 - ii. the product(s) bundled with MAP Products violate Rhino Coffee Gear's Intellectual Property rights; or
 - iii. the product(s) bundled with MAP Products violate the Brew Global Trademark and Brand Policy
 - iv. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
 - v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
- b. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:
 - i. technically incompatible; or
- c. create or encourage additional risk of damage, bodily injury, or death to the customer if used together.

- c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
 - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
 - ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
- ci. Rebate programs from Rhino Coffee Gear, whether on MAP Products or Rhino Coffee Gear's partners' products are exempt from this policy.

6. Policy Enforcement

- a. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then Rhino Coffee Gear will consider this to be a violation by the dealer.
- b. Rhino Coffee Gear reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Rhino Coffee Gear reasonably believes:
 - i. a dealer has violated the provisions of this policy; or
 - ii. a dealer intends to violate this policy.
- c. Rhino Coffee Gear's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
- d. Waivers to this MAP Policy may be granted in Rhino Coffee Gear's sole discretion by the MAP Policy Administrator in writing. Rhino Coffee Gear Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP Policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
- e. Rhino Coffee Gear monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any Rhino Coffee Gear investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Rhino Coffee Gear MAP Policy investigation is a violation of this MAP Policy.
- f. The MAP Policy will be enforced by Rhino Coffee Gear in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: sales@rhinocoffeegear.com.

7. List of MAP Products

(Please See Website for Prices) <https://RhinoCoffeeGear.com>