

AeroClave MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective as of this date: January 1, 2023

AeroClave, Inc. (AeroClave) is a recognized leader in decontamination equipment and devices. It maintains a significant investment in a consistent brand image emphasizing quality and safety. In keeping with that image, AeroClave believes that certain advertising practices undermine AeroClave's brand and reputation within the target consumer population and discourage AeroClave's resellers from investing in AeroClave's product lines and providing the best possible service and support to consumers.

To protect the value and integrity of the AeroClave brand, AeroClave, Inc. has unilaterally established this Minimum Advertised Price ("MAP") Policy, which applies to all authorized resellers of AeroClave products in the United States of America ("Resellers"). This Policy applies to advertisements of all AeroClave products.

AeroClave will provide Resellers with suggested resale (list) prices for AeroClave products which are applicable in the United States ("Price Lists"), as well as the MAP for each product. This MAP Policy applies only to advertised prices and does not apply to the prices at which AeroClave products are sold.

While Resellers remain free to advertise and sell AeroClave products at any price they deem appropriate, it is a violation of this Policy for a Reseller to advertise any AeroClave product at a price below the MAP. Such advertisements include, but are not limited to:

- i. Offering coupons, discounts, Reseller-provided rebates, or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to AeroClave products.
- ii. Bundling AeroClave products with other products or services (whether made by or provided by AeroClave or another entity) in a manner that implies below-MAP pricing for the bundled AeroClave product.

Strikeouts or strikethroughs of pricing information, "see price in cart," or other statements that suggest that a lower price for a AeroClave product may be found at the final online checkout stage. AeroClave reserves the right, acting in its sole discretion, to make a final determination as to the compliance of any advertisement. Resellers are responsible for ensuring that their advertising of AeroClave Products complies with all applicable local, state, and federal laws, ordinances, and statutes.

For purposes of this MAP Policy, the terms "advertise" and "advertisement" include all promotional or pricing information displayed via any type of media, including without limitation, print, newspapers, brochures, flyers, posters, magazines, catalogs, direct mailers, television, radio, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, Reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

Direct or indirect attempts to circumvent this Policy also violates the MAP Policy; however, it is not a violation to advertise that a customer may "call for price," "text for price," or "email for price" as long as no price is listed and no automated call, text message, or "bounce-back" email is used

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in response. Furthermore, it is not a violation of this Policy to use the phrases “price too low to print,” “lowest prices in town on the RDS 3110 – call for quote,” “we will match any price,” or “volume discounts are available” in advertising.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the AeroClave product is put into a shopping cart that contains the customer’s name, shipping address, email address, and payment information. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the Reseller’s own website. From time to time, AeroClave may offer special promotions on certain AeroClave Products. In such an event, AeroClave reserves the right to modify or suspend this MAP Policy in whole or in part by notifying Resellers of the duration and nature of the modification or suspension.

This Policy does not constitute an agreement between AeroClave and any other entity.

AeroClave neither solicits nor will it accept any assurance of compliance with this Policy from any Reseller or other party. Each Reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual Reseller.

NON-COMPLIANCE

AeroClave will take the following actions against any Reseller that fails to comply with this Policy:

- i. For a Reseller’s first violation of the Policy, AeroClave will notify the Reseller in writing of such failure and will immediately place the Reseller on a shipping hold for thirty (30) days.
- ii. For a Reseller’s second violation of the Policy, AeroClave will notify the Reseller in writing of such failure and will immediately place the Reseller on a shipping hold for ninety (90) days.
- iii. For a Reseller’s third violation of the Policy, AeroClave will terminate its business relationship with the Reseller and the Reseller’s status as an “authorized” seller of AeroClave products.

This MAP Policy has been adopted unilaterally. AeroClave (i) will investigate and resolve any reported violation unilaterally, in its sole discretion, and without notice, and (ii) will communicate its decision solely to the Reseller who is the subject of any investigation. AeroClave may engage in monitoring of advertised prices of AeroClave products, either directly or via the use of third parties retained to monitor advertisements.

POLICY ADMINISTRATION

All questions regarding this MAP Policy should be directed to the Policy Administrator in writing or email at partners@aeroclave.com. AeroClave will accept no other form of communication from Resellers regarding this Policy. No AeroClave employee or agent is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any Reseller, including that Reseller’s or any other Reseller’s compliance with the terms of the Policy.

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The Policy Administrator shall be solely responsible for determining whether a violation of this MAP Policy has occurred, for communicating any violations with the Reseller, and enforcing consequences.

AeroClave reserves the right to update, modify, suspend, reinstitute, or cancel this MAP Policy, in whole or in part, at any time and for any reason. AeroClave shall make any such modifications available to all Resellers. If AeroClave changes the MAP on any product, it will provide at least 14 days' notice to Resellers before such change takes effect.

This Policy is effective January 1, 2023 and supersedes all prior AeroClave policies and/or representations regarding minimum advertised prices or resale prices for AeroClave products applicable to any Reseller. To the extent that any provision, term, or agreement governing the relationship between AeroClave and any Reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

The MAP pricing is not public and is found within the pricing section of the partner portal and is typically the same as the MSRP.