Gaither Tool Co.
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July 27th, 2026

As the world's leading innovator of tire-changing and professional lifting equipment, Gaither Tool Co. is focused on maintaining high margins for our distribution network. In recognition of the investment in time and resources required for our high-quality distributor partners to provide the level of customer service and product knowledge expected from our customers, Gaither is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. Gaither Tool Co. has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of Gaither / Winntec products. All Gaither Tool Co. Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

Gaither Tool Co.'s MAP Policy Guidelines for Gaither / Winntec Products

MAP for all applicable Gaither / Winntec products can be found at the end of this letter. All advertised prices must be at or above MAP for all Gaither / Winntec products if MAP has been established by Gaither Tool Co. Resellers are not required to list prices in advertising. If a price is listed in an advertisement, it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted.

Resellers are also responsible for ensuring their Gaither / Winntec pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product if it is at or above MAP given the most recent publication of the price list. Gaither Tool Co.'s MAP Policy for all Gaither / Winntec products apply to advertising placements, including but not limited to print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, Gaither may permit resellers to advertise MAP Products at prices lower than the MAP. In such events, Gaither reserves the right to modify or suspend the MAP with respect to the affected products for a specified period by providing advance notice to all resellers of such changes.

E-Commerce

Resellers that Gaither has determined as being allowed to sell on other platforms, are prohibited from offering "Coupons" or "Hiding" pricing. This applies to such platforms as Amazon, eBay, Walmart, etc.

Pricing Statements

Gaither Tool Co.'s MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote."

Free Offers Associated with Gaither Tool Co.'s Product

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

All Gaither / Winntec Products Price Matching Policies

Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Gaither Tool Co.'s MAP Policy. Advertised prices must always be at MAP or higher.

Failure to Comply with the MAP Policy

At the sole discretion of Gaither Tool Co., failure to comply with MAP and/or intentional and/or repeated failure to abide may result in the immediate loss of Authorized Reseller status and your ability to purchase all Gaither / Winntec products both direct as well as through distribution.

Gaither Tool Co. will utilize the following steps to resolve MAP violations:

1. All dealers selling Gaither / Winntec products which have not acknowledged Gaither's MAP Policy agreement are classified as Unauthorized Resellers.
2. Distributors of Gaither Tool Co. are required to promote the MAP agreement to any subsequent dealers selling Gaither / Winntec products. Unauthorized dealers should not be sold to or provided product(s) from any distributor whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
    1. First Violation: A written warning will be provided. MAP violations must be corrected within 24 hours. Failure to correct the violation within 24 hours will automatically result in the Authorized Reseller's account being put on hold for 30 days.
    2. Second Violation: Authorized Reseller's account will be put on hold for 60 days. After this duration, Gaither Tool Co. will review and determine if the account is to be reinstated.
    3. Third Violation: Should Gaither Tool Co. decide to reinstate an Authorized Reseller who has previously demonstrated a second violation yet violates a third time, the account may be unauthorized indefinitely.

Initial Product Implementation

The following products will represent the initial implementation of Gaither's MAP Policy:

1.	#BB12L – 12L Bead Bazooka®	MAP: $548.00ea.
2.	#GB-38L3 – 38L RAR Bead Booster® - 3" RAR	MAP: $767.00ea.
3.	#GT-20MS – Moore-Safe 20T Air/Hyd. Bot. Jack w/ Adaptors	MAP: $457.00ea.
4.	#BB3L2 – 3L Bead Bazooka® - 2" RAR	MAP: $341.00ea.
5.	#BB6L2 – 6L Bead Bazooka® - 2" RAR	MAP: $435.00ea.
6.	#BB10L2 – 10L Bead Bazooka® - 2" RAR	MAP: $545.00ea.
7.	#BB14L3 – 14L Bead Bazooka® - 3" RAR	MAP: $659.00ea.
8.	#GTJ-01 – TRAC Tire Jack	MAP: $153.95ea.
9.	#GTRP-01 – TRAC Roller Plate	MAP: $ 82.45ea.

Thank you for your attention to this matter. I look forward to your confirmation regarding the MAP implementation.

Sincerely,

Jeff Alexander

Vice President – Gaither Tool Co.