



Gaither Tool Co.
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As the world's leading innovators 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 / ecube 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 / ecube Products

MAP pricing for all applicable Gaither / Winntec / ecube products can be found at the end of this letter. All advertised prices must be at or above MAP for all Gaither / Winntec / ecube products if a MAP price 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 / ecube pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. Gaither Tool Co.'s MAP policy for all Gaither / Winntec / ecube 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 price. In such events, Gaither reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period by providing advance notice to all resellers of such changes.

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 / ecube 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 price 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, 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 / ecube products both direct as well as through distribution.

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

1. Any and all dealers selling Gaither / Winntec / ecube 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 / ecube products. Unauthorized dealers should not be sold to or provided a feed 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
 2. Second Violation: Authorized Reseller's account will be put on temporary hold until MAP violations are corrected.
 3. Third Violation: Authorized Reseller's account will be put on hold for 60 days. After this duration, Gaither Tool Co. will review and determine if account is to be reinstated.
 4. Fourth Violation: Should Gaither Tool Co. decide to reinstate an Authorized Reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.

Initial Product Implementation

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

1. #BB12L – 12L Bead Bazooka®	MAP Price: \$498.00ea.
2. #GB-38L – 38L RAR Bead Booster®	MAP Price: \$655.00ea.
3. #GT-20MS – Moore-Safe 20T Air/Hyd. Bot. Jack w/ Adaptors	MAP Price: \$415.00ea.
4. #ecube – ecube mobile tire service equipment	MAP Price: \$29,999.00ea.
5. #BB3L2 – 3L Bead Bazooka® - 2" RAR	MAP Price: \$310.00ea.
6. #BB6L2 – 6L Bead Bazooka® - 2" RAR	MAP Price: \$395.00ea.
7. #BB10L2 – 10L Bead Bazooka® - 2" RAR	MAP Price: \$495.00ea.
8. #BB14L3 – 14L Bead Bazooka® - 3" RAR	MAP Price: \$599.00ea.
9. #GTJ-01 – TRAC Tire Jack	MAP Price: \$139.95ea.
10. #GTRP-01 – TRAC Roller Plate	MAP Price: \$ 74.95ea.

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

Sincerely,

Jeff Alexander

Vice President

Gaither Tool Co.