

Minimum Advertised Pricing Policy

Barrow Industries, Inc. ("Barrow") gives its resellers the ability to sell and promote Barrow branded products in both their retail stores and through the Internet. However, in order to establish a level playing field while allowing individual pricing decisions, all U.S. and Canada resellers of Barrow products must adhere to the following Minimum Advertised Pricing (MAP) policy. This policy is being implemented unilaterally, and Barrow will not invite or accept any input into how the policy will be administered or maintained. Further, this is not an agreement, and Barrow will not ask for or accept any assurance of compliance or other agreement.

This MAP policy applies to all Barrow Industries® branded products sold by Barrow from time to time for which Barrow publishes a MAP. This includes all Barrow cut yardage books and Gallery of Wovens® cut programs.

Any reseller of Barrow products may not advertise any price under the officially published MAP for that particular product. This includes any and all coupons or promotions that apply to Barrow products.

The minimum advertised price for Barrow branded products are as follows:

- Barrow Industries® branded products shall be no more than a 25% reduction from the suggested retail price.
- Gallery of Wovens® by Barrow & Gallery of Wovens® by Merrimac branded products shall be the suggested retail price of 2 X stated cut length wholesale.

This MAP policy applies to all advertisements of Barrow products in any and all media, whether in print or on the Internet (whether through a website or email). Without limiting the generality of the foregoing, the MAP policy includes without limitation:

- a. flyers, posters, coupons, mailers, inserts, newspapers, publications, magazines, circulars, catalogs, mail order catalogs, public signage, and other print media, including advertisements and marketing by affiliates;
- b. broadcasts on networks, television, and radio, including advertisements and marketing by affiliates, and
- c. Internet and any other electronic or social media marketing, including websites that can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http); search engine advertising, broadcast e-mail newsletters, e-mail solicitations, automated response pricing e-mails, SMS or other phone/electronic text messages, search engine optimization, banners, pop-ups or pop-up under ads, price comparison sites, auction functions or websites, shopping websites, shopping feed and portal sites, online display advertising, or similar electronic media, including advertisements and marketing by affiliates.

Electronic mail sent directly in response to a customer inquiry is not considered to be advertising prohibited by the preceding paragraph.

This MAP policy does not apply to in-store displays and advertising, including but not limited to signage, price tags or prices written in a sample book, as long as such displays and advertising are not distributed to any customers. For the avoidance of doubt, in-store advertisements may not be displayed through digital media cross-promotion, including without limitation Facebook, Instagram, or Pinterest. Nor does the MAP policy apply to the price that is displayed on the Internet when a product is added to a “cart” as long as the shopping cart technology does not allow a below MAP price to be displayed as a search engine result or otherwise revealed to the general public.

If the advertising method provides for or suggest a price below the minimum advertised price, such advertising violates this MAP policy. Examples of advertising methods that violate this MAP policy include but are not limited to the following:

- a. The use of a rebate, coupon, promotion, giveaway, or incentive that reduces the advertised price below the minimum advertised price violates this MAP policy.
- b. The inclusion in advertising of free or discounted products with a product covered by this MAP policy violates this policy if it has the effect of discounting the advertised price of the covered product below the minimum advertised price.
- c. Offering free shipping and handling of Barrow Industries® and Merrimac Textiles® branded products violates this MAP policy if the monetary value for such offer results in the display of the price for such product below the established minimum advertised price for such product.
- d. If pricing is displayed, any strike-through or other alteration of the established minimum advertised is prohibited.
- e. The use of “click on” or “click through” buttons on a website, or any similar buttons or automated price quotation transmission features, to provide automatic price quotations at or below the established minimum advertised price.
- f. Language such as “Click ‘Buy’ for Price” or “Click ‘Add to Cart’ for Price” or “Click for Quote” if used on the same website page on which Barrow Industries® and Merrimac Textiles® branded products are being advertised for sale.
- g. Statements such as “Click here for Lower Price,” “Add to Cart for Lower Price,” or “Check Cart for Lower Price.”

This MAP policy does not limit the ability of a dealer to advertise that it “has the lowest price” or “will beat or match any competitor.” The MAP policy does not prohibit responses to specific requests for price quotes by an individual customer as long as such responses are not automatic and are given in an individual, personal communication to the requesting customer. It also in no way will establish a maximum advertised price.

This MAP policy does not apply to the price at which goods are actually sold or offered for sale to individual customers. Barrow resellers are free to sell the Barrow products at any price.

Intentional or repeated failures to comply with this MAP policy for Barrow products will result in sanctions being unilaterally imposed by Barrow, which may include one or more of the following actions: (1) suspension of shipments of products without notice; (2) suspension of any discounts or incentives; and (3) termination of the reseller's business relationship with Barrow.

These policies have been established to help promote the Barrow brand and give all resellers an equal ability to sell and promote the product. Barrow reserves the right to modify or suspend this MAP policy or adjust the MAP for any product at any time. Such changes will apply equally to all resellers. No sales representative or employee of Barrow, other than the MAP policy administrator, has any authority to discuss, modify or grant exceptions to this MAP policy. Should you have any questions about the products or this MAP policy, please reach out to the Barrow MAP policy administrator in writing at info@barrowindustries.com.