



ACCUFORM MANUFACTURING, INC. THIRD PARTY MARKETPLACE SELLING POLICY

Effective Saturday, September 1, 2018.

Accuform Manufacturing, Inc. (“Accuform”) develops, markets, and sells facility identification products and accessories in the United States, Canada, Mexico, and beyond. By investing in product design, development, innovation, technology and personnel, Accuform has established a strong reputation of providing high quality products with world-class image.

In order to maintain the integrity of our brands (Accuform®, STOPOUT®, Digi-Day®, Fold-Ups®, Tough-Mark, Tags by the Roll, and more), Accuform has established the following Third Party Marketplace Selling Policy (the “Policy”), which is applicable to every distributor or reseller (“Distributor”) of Accuform’s products located in the United States and Canada.

The Policy

Distributors are not authorized to market, advertise, list, offer for sale, sell or fulfill orders for any Accuform products (the “Products”) as a third party seller on any Third Party Marketplace without prior written authorization from the Policy Administrator (or company President), which Accuform may provide in its sole discretion. Accuform sales, account, or other representatives or associates are not authorized to reach any agreement with a Distributor concerning this Policy (this includes our Account Managers, Regional Sales Managers, Manufacturer Representative Groups, etc.). For purposes of this Policy, “Third Party Marketplace” means any e-commerce storefront or website that allows multiple third party sellers to sell merchandise directly to consumers and for which the shopping cart and checkout process occurs directly on such sites by the marketplace operator. Examples include Jet.com, Amazon.com, eBay, Sears.com, etc. Accuform will monitor the selling activity across these marketplace platforms. This Policy is in addition to Accuform’s Minimum Advertised Price (MAP) Policy.

Unilateral Nature of Policy

The Policy is unilaterally adopted by Accuform, and is not an agreement or an offer to from an agreement. Accuform is not requesting, and will not accept, any agreement regarding a Distributor’s compliance with this Policy.

Non-Compliance with Policy

Accuform reserves the right to discontinue any Distributor found to be in violation of this Policy and will hold Distributors who sell to other resellers responsible for compliance with this Policy. Accuform will unilaterally decide when and what enforcement action is necessary to ensure compliance with this Policy. Accuform may enforce this Policy, in its sole discretion, on specific violators by taking such actions as it deems necessary, including holding shipments, limiting order quantities, requiring prepayment terms, denying discounts, and/or denying sales altogether. Nothing in this Policy changes or affects Accuform's ability in its sole discretion to maintain or close an account of any Distributor at any time, with or without cause. Accuform's decisions concerning this Policy and its enforcement are non-negotiable.

Modifications to Policy

Accuform may, at any time and at its sole discretion, change, suspend, modify, discontinue or rescind in whole or in part this Policy. Accuform will provide prior notice of any such changes, generally not less than thirty (30) days in advance.
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Communication

No Account Managers, Regional Sales Managers, Manufacturer Representative Groups or associate of Accuform may discuss this Policy or its enforcement with Distributors. **Any questions, comments or requests for additional information regarding this Policy must be addressed to the Policy Administrator at brad.montgomery@accuform.com.**

Accuform Manufacturing, Inc. Third Party Marketplace Selling Policy Frequently Asked Questions (FAQs)

1. What is the definition of a Third-Party Marketplace?

A Third-Party Marketplace is any online e-commerce website where products are listed and offered for sale directly to consumers by multiple third parties and for which the shopping cart and checkout process occur directly on such site by the marketplace operator. Examples of third party marketplaces include Jet.com, Amazon.com, eBay, Sears.com, etc.

2. Does the Third-Party Marketplace Selling Policy apply internationally?

No. This Policy currently applies to the United States only. Any extension of the Policy internationally will be announced in accordance with the Policy.

3. Do you have a Minimum Advertised Price (MAP) Policy?

Yes, Accuform's Minimum Advertised Price (MAP) Policy can be found on every Accuform order confirmation and has been posted there since 2015.

4. I am a distributor of Accuform's products and offer them for sale to consumers online directly via our company's own independent website. Does this Policy apply to those sales?

No, this Policy does not apply to sales on a company's direct website. It prohibits the listing and sale of Accuform products via any Third-Party Marketplace. Accuform's MAP Policy, however, would apply to the advertised prices in product listings on your company's direct website. See the MAP Policy for more information.

5. My company supplies Accuform products for specific contracts, and as part of those contracts, we operate a website that requires a secure login where the company's employees may purchase products. Does this Policy apply to those sales?

No, this Policy does not apply to password-protected website portals specific to contract business or government sales. It prohibits the listing and sale of Accuform products only on Third-Party Marketplaces.

6. My company uses online and digital ads to market Accuform's products listed on our company website. Are we in violation if any such ad is posted on any marketplace website prohibited under the Policy?

No, this Policy prohibits the listing and sale of Accuform products via any Third-Party Marketplace and not general online advertising. Accuform's MAP Policy, however, would apply to the advertised prices in any online advertising wherever it may be posted on the Internet. See the MAP Policy and related documents for more information.

7. How do I become an authorized third party marketplace seller for Accuform?

Please contact the Policy Administrator for more information. You may not list for sale or sell any Accuform products on any Third-Party Marketplace unless you have received written authorization from Accuform.

8. How will I be notified of a failure to comply with the Policy?

You will receive a communication via email.

9. If I fail to comply with the Policy after the 30-day grace period, will I be terminated as an account of Accuform?

Per the Policy, we reserve the right to decide what enforcement action is necessary to ensure compliance with the Policy. We may discontinue selling you our products or close your account with altogether.

10. What happens if an unintended error results in a failure to comply with the Policy?

The Policy will be applied regardless of whether the failure to comply was intentional or not.

11. Who do I talk to if I have questions regarding the Third-Party Marketplace Selling Policy?

We believe the Policy is clear and along with these FAQs, you should have sufficient information to understand the requirements of the Policy.

Should something nonetheless be unclear, questions should not be addressed to your Account Managers, Regional Sales Managers, Manufacturer Representative Groups or any other representative of Accuform. Any questions must be directed to the Policy Administrator at: brad.montgomery@accuform.com.