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Pelican Products (“Pelican”) is implementing a Minimum Advertised Pricing (MAP) Policy (the “Policy”) for selected Pelican products (“MAP Products”) which we believe is required for our resellers to remain competitive in the marketplace and generate sufficient margins to support our brand. Pelican Products firmly believes that this MAP Policy will maximize new product introduction success and overall competitiveness throughout the various sales channels.

The current list of MAP Products can be found at: <http://www.pelican.com/salespolicies>. Please see below for the terms of the Pelican Products MAP Policy for the United States:

- All resellers who wish to sell MAP Products will be required to comply with the MAP Policy.
- Compliance with Pelican’s MAP Policy means that MAP Products may not be advertised at a price below the MAP established by Pelican.
- The MAP Policy applies only to the advertising of new products. Products returned by customers that can no longer be sold as “new” and are clearly marked as such (e.g., “open box”, “refurbished”, etc.) are not subject to the MAP Policy.
- The MAP Policy applies to all advertisements of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalog, mail order, internet/e-commerce or similar electronic media including websites, email newsletters, email solicitations, television, radio and public signage. It does not apply to in-store (brick and mortar) advertising.
- Pricing listed on an internet site is considered an “advertised price” and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (added to the shopping cart or order), the price becomes the selling price and is not bound by the MAP Policy.
- Website features such as automated “bounce – back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features constitute “advertising” under this MAP Policy. Any prices shown in such features must comply with the MAP Policy.
- Certain common internet marketing practices are NOT acceptable under this Policy. For example, statements such as “Discounted prices”, “XX% off” or “\$XX off,” “On Sale” or MAP prices with a strikethrough are not permitted.
- The following practices may be permitted, however. For example:
 - 1) Statements such as “add to basket to see price”, “we will match any price”, “call for price” or phrases of similar import are acceptable as long as the price advertised or listed for the products is not below the MAP Price.
 - 2) Discounts applied at checkout to the entire order based on a customer’s purchasing history with the Reseller, such as discounts for “frequent shoppers”, do not violate our MAP Policy.
 - 3) It is permissible to include in any advertising an additional discount, coupon, gift card, or incentive (whether in the form of a product, special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction unless the cumulative effect would be to reduce the advertised price of any MAP Product below the MAP price. For example, offering a free or discounted product with the purchase of another product at regular price (so-called “Buy One Get One or “BOGO” type sales) are permitted so long as (a) the

free or discounted product is not a MAP Product and (b) the total advertised price for all of the products included in the promotion is not lower than the combined MAP price of those products.

- 4) The purpose of the MAP Policy is to protect the valuable nature and good will that have been built in the Pelican trademarks from practices that may harm, diminish, dilute or cause confusion. Pelican adopted its Internet Reseller Policy, including the MAP Policy, to protect Pelican's premium brand positioning in the marketplace to ensure that all of our resellers remain competitive in the marketplace and generate sufficient margins to support our brand, to maximize new product introduction success and to foster overall competitiveness throughout the various sales channels. If you have questions about a particular practice not addressed above, you should first ask yourself if the practice is consistent with this purpose. If it is not, or if you are not sure, then the practice is probably not permitted. However, you are always welcome to ask for review of any proposed advertisement as noted below.
- If a MAP Product is advertised below the MAP, Pelican will:
 - 1) **1st violation:** Upon learning of the violation Pelican will notify the reseller in violation of the Policy who shall be required to correct the below MAP advertised price(s) within 48 hours of written notification. If the violation is corrected during this timeframe this will not be considered a 1st violation and no action will be taken. If the violation is not corrected to Pelican's satisfaction within 48 hours, Pelican may, in its sole discretion, impose penalties including suspending shipment to the reseller of said product until the violation is corrected.
 - 2) **Repeat violations:** Upon learning of a repeat violation by the reseller involving the same product that was previously put on shipment hold, Pelican may again, in its sole discretion, impose penalties including suspending shipments and refusing to accept further orders for said product. Thirty (30) days after the violation has been corrected to Pelican's satisfaction, shipments and order acceptance can recommence at Pelican's sole discretion.
 - MAP Policy compliance will be monitored by Pelican and the Policy enforced strictly and uniformly.
 - The MAP Policy will operate independently of any other program.
 - The MAP Policy applies only to advertised pricing. It does not apply to actual sale price. Pelican resellers remain solely responsible for setting the price at which they sell all products.
 - The Pelican MAP Policy and current list of MAP products can be found at: <http://www.pelican.com/salespolicies>.
 - Pelican will inform resellers if and when a MAP expires for any MAP Product. Expiration will remove all MAP requirements for the specified product(s).
 - Pelican reserves the right to modify the MAP Policy, list of MAP Products and/or MAP prices at any time and for any reason and will inform its resellers in writing of any such changes at least 72 hours before the change is effective.

All questions about the policy should be in writing and directed to mapcompliance@pelican.com.

No Pelican representative or employee has authority to modify or alter this Policy. If a reseller learns of any modification or alteration of the Policy or an attempt to do so, the reseller should immediately notify Pelican at mapcompliance@pelican.com.