



## Glen Dimplex Americas IMAP Policy

Effective May 7, 2018, the Glen Dimplex America's (GDA) IMAP Policy will be effective to all Internet Resellers of Glen Dimplex America's. This Policy replaces and supersedes all prior Internet Minimum Advertised Price policies ("IMAP" or "Policy") issued by Dimplex North America and Cadet, (collectively, the "Company") and applies to all Company distributors, wholesalers, retailers, dealers and other resellers, located in the United States and/or Canada (collectively, the "Resellers"), including Resellers who obtain GDA product from a party other than the Company. Distributors, wholesalers, retailers, dealers who sell GDA products to other resellers, including Fulfillment by Amazon (FBA), are responsible for enforcing this policy as well.

1. Resellers who advertise any or all of GDA's products must comply with this IMAP Policy. This policy is independent from any other agreements or contracts with GDA and would overrule in a conflict. GDA reserves the right to discontinue doing business with any Reseller without liability in the event of violations of the IMAP Policy. There will be no communication between GDA and a Reseller about any other Reseller's advertised price and GDA reserves the right to strictly enforce this policy should there be violations.
2. The Reseller is solely responsible for their compliance to the IMAP Policy. We are not obligated to issue any non-compliance warnings and will not enter any negotiation between GDA and the Reseller on this matter. Any website that features GDA products with advertised pricing must not be advertised below the MAP pricing as stated on the GDA Price List.
3. Violations of the IMAP Policy include and are not limited to internet advertisements; emails, banner ads, third party sites either sponsored or paid by the Reseller, unauthorized couponing and hyperlinks to any other shopping carts. GDA must be excluded from any and all coupons and discounts unless authorized and promoted by GDA.
4. Permitted under this IMAP policy is Free shipping, Free installation, We Pay the Tax, any gift with purchase, instructing shoppers to "e-mail or call for best price" is not a violation of IMAP policy as long as no price is listed. In addition, discounts applied at checkout to the entire order for "frequent shoppers" does not violate this policy.
5. Advertisements that do not comply with GDA's IMAP Policy will be considered a violation. Compliance with the IMAP Policy will be determined solely by GDA's IMAP Policy administrator.
6. From time to time, GDA may, in its sole and absolute discretion, allow Resellers to suspend the IMAP policy and list or advertise IMAP products at lower prices.

7. GDA will monitor Reseller's pricing on the Internet. Should there be a violation of the IMAP Policy; GDA may give either a verbal or written notice to a representative of the Reseller. There is no response needed to this notice.
8. GDA will be enforcing a "zero" tolerance policy to uphold the minimum advertised price. In the event of a violation of this IMAP Policy, without assuming any liability, GDA may issue written or verbal notification of failure to follow the IMAP Policy.
9. If a seller is in violation of the policy, GDA will, at its initiative, email the seller a copy of a report regarding the violation.
  - a. At this time, the seller has two (2) days to bring the listing into IMAP policy compliance. If the violation is not corrected within two (2) days, GDA reserves the right to refuse purchase orders or stop future shipments of the specific GDA product(s) in violation.
  - b. If the seller has not corrected the violation within four (4) days, GDA will suspend shipping on all GDA branded products, including orders and pending orders. Suspension is at GDA's discretion and may or may not be permanent.
10. GDA reserves the right to stop shipment on any and all items if a Reseller is perceived to be "gaming the system" or consistently demonstrating behavior that violates the integrity and intention of this policy.
11. The IMAP Policy is confidential and GDA requests that no Reseller disclose the terms and conditions of this policy. GDA's marketing representatives, agents, customer service personnel or other employees have no authority to discuss, modify or grant exceptions to this IMAP Policy. Should you have any concerns or need clarification about IMAP please contact [IMAP@GlenDimplexAmericas.com](mailto:IMAP@GlenDimplexAmericas.com).