



Halosil International

Minimum Advertised Price (MAP) Policy

Introduction

Halosil International, Inc. (“Halosil”), has unilaterally adopted a Minimum Advertised Price Policy (the “MAP Policy”) that covers the Halosil products identified in the attached schedule (the “MAP Policy Products”). This MAP Policy sets forth Halosil’s own views as to appropriate marketing of the MAP Policy Products. This policy applies to our resellers, their distributors or sub-distributors, and our direct distributors (collectively, “Resellers” herein).

Since its inception, Halosil has built a reputation as a producer of high-quality, competitively priced disinfectants, foggers and biocides. That reputation is Halosil’s most valuable asset. This MAP Policy states Halosil’s intent to preserve and enhance the brand image and value of its products to consumers and to encourage Reseller services and marketing efforts in connection with its products.

This MAP Policy is straightforward and everything you need to know is in this statement. Periodically, we may send you revisions to or clarifications of this MAP Policy. It is Halosil’s corporate policy not to discuss this MAP Policy or its applications with any of our Resellers or their employees. Resellers may not advise Halosil about other Resellers that are violating this MAP Policy; Halosil will make those determinations on its own.

Minimum Advertised Price Policy

Halosil has carefully and thoughtfully established a range of advertised prices for the MAP Policy Products. HALOSIL DOES NOT SEEK AND WILL NOT ACCEPT ANY RESELLER AGREEMENT WITH REGARD TO RETAIL PRICES OR COMPLIANCE WITH THIS MAP POLICY. HALOSIL RESERVES THE UNILATERAL RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO DISCONTINUE DOING BUSINESS WITH OR SUPPLYING ANY AND/OR ALL PRODUCTS TO ANY RESELLER THAT CHOOSES NOT TO COMPLY WITH THIS MAP POLICY.

This MAP Policy applies strictly to advertised prices and does not in any way restrict a Resellers’ sole and absolute discretion to determine its own resale prices. This MAP Policy is not intended to prevent a Reseller from providing less than (or more than) Halosil’s suggested list price (MSRP) quotations for an individual customer, provided the quotation is given in person or in writing to that particular customer.

This MAP Policy applies to all forms of advertising, including, but not limited to, (a) print ads (inserts, magazines, catalogs, newspapers, or flyers); (b) broadcast (radio and television); (c) direct mailers (including email); (d) faxes (except in response to a quote request from a customer); (e) billboards and (f) telemarketing. Formal quotes or contracts are excluded from this MAP Policy.

This MAP Policy also applies to internet advertising (including Resellers’ website, banner ads, sponsored search engine listings, broadcast emails, destination pages, or use of third-party sites, including but not

limited to eBay and price comparison sites) sponsored, placed or funded by Reseller. However, Halosil additionally prohibits any display of price or pricing information of whatever type as part of internet websites or advertising. Halosil prohibits “internet catalog sales” because of the professional nature of the MAP Policy Products and their need for consultative relationships and user training not associated with online purchasing.

If Halosil determines that any MAP Policy Product is being advertised from any location, including on the internet, or by any person, either directly or indirectly, outside the range of advertised prices, Halosil reserves the right, in its sole and absolute discretion, to discontinue doing business with or discontinue supplying products to that location or person for non-compliance with this MAP Policy. Resellers may not sell the MAP Policy Products to customers whom they know, or believe, have not, or do not intend to, comply with this MAP Policy when reselling the MAP Policy Products.

“Outside the range of advertised prices” includes advertising a price promotion, discount or universally available coupon of any sort related or applied to the MAP Policy Products. This includes by way of example, storewide sales, universally available store coupons, rebates, gift with purchase, purchase with purchase, or use of any Halosil product as a premium or as a qualifier for discounts on other or future purchases of Halosil products or any other discounts. This MAP Policy applies only to advertised prices for the MAP Policy Products, a Reseller is free to set its own actual resale prices.

A Reseller may offer and advertise an installment payment program and may also offer a lease to buy or leasing program. A Reseller is prohibited from advertising the per installment payment price, the periodic lease to buy payment price or the per period lease price. All other terms of this MAP policy apply to advertising installment, lease to buy or lease pricing.

A Reseller may not use any words such as “discount,” “cheap,” “wholesale,” or any phrases such as “never undersold,” “cheapest prices,” “lowest prices,” “beat any prices,” “we match best prices,” or “blow out price” in conjunction with the advertising and sale of any MAP Policy Product. “Call for Price” or “Click for Price” or “Add to Cart for Price” or “E-mail for price” or similar verbiage is not allowed when advertising MAP Policy Products on the Internet.

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A Reseller may not imply pricing by making statements in advertising such as “less than \$X per room” or “\$Y per cubic foot” when talking about the cost of disinfection to a customer.

It will not be a violation of this MAP Policy to participate in any promotional initiatives sponsored by Halosil. In addition, free shipping is not a violation of this MAP Policy unless there is a dollar value referenced that nets a MAP Policy Product outside the range of advertised prices.

SCHEDULE OF MAP POLICY PRODUCTS

Effective January 1, 2016

Hardware & Accessories		MSRP/MAP	
Product Description	Item No.	Per Unit	
HaloFogger, Standard 110V	0751-110STD	\$	8,500.00
HaloFogger, 5 ft. Extended Nozzle, 110V	0751-110EXT	\$	11,500.00
HaloFogger, 12 ft. Extended Nozzle, 110V	0751-110EXS	\$	12,000.00
HaloFogger, Standard 220V	0751-220STD	\$	9,250.00
HaloFogger, 5 ft. Extended Nozzle, 220V	0751-220EXT	\$	12,250.00
HaloFogger, 12 ft. Extended Nozzle, 220V	0751-220EXS	\$	12,750.00
Extended Warranties for HaloFoggers			
Extended Two-Year Warranty	0751-WRNTY1	\$	500.00
<i>Purchased within 30 days of HaloFogger purchase</i>			
Extended Two-Year Warranty	0751-WRNTY2	\$	800.00
<i>Purchased after 30 days but before end of normal Warranty</i>			
Add'l HaloFogger Special-Order Features		<i>(Each - Not subject to Volume Discounts)</i>	
5 ft. Hose Assembly for Extended Nozzle <i>Special Order</i>	0751-EXHA5	\$	850.00
12 ft. Hose Assembly for Extended Nozzle <i>Special Order</i>	0751-EXSHA12	\$	975.00
Additional Components		<i>(Each - Not subject to Volume Discounts)</i>	
HaloShield™ Vent Cover - Large 2' x 2' - 2 per Pack, with 10' Poles	0800-SHSVCL	\$	495.00
HaloShield™ Vent Cover - Small 1' x 2' - 2 per Pack, with 10' Poles	0800-SHSVCS	\$	495.00
HaloShield™ Smoke Detector Cover Approx. 6" Dia. - 1 per Pack, with 10' Pole	0800-SHSSDC	\$	150.00
HaloFogger Power Module, 110V	20PMD12-110	\$	225.00
HaloFogger Power Module, 220V	20PMD12-220	\$	300.00
Draeger X-AM5100 H2O2 Monitor Includes NiMH Battery	DRAEGER-5100	\$	1,595.00
HaloFogger Travel Case <i>Special Order</i>	0750-CasVPC	\$	750.00

Chemicals & Consumables		MSRP/MAP	
Product and Unit Size	Item No.	Per Unit	Per Case
Disinfection Products			
HaloMist Disinfectant Case, x4 - 1-Gallon (3.8L) Bottles	HM10N0G4	\$ 99.75	\$ 399.00
HaloSpray Disinfectant Case, x4 - 1-Gallon (3.8L) Bottles	HS10N0G4	\$ 99.75	\$ 399.00
HaloSpray Disinfectant Case, x6 - 32 oz Spray Bottles	HS10N0Q6	\$ 25.00	\$ 150.00
Specialty Packaging (No repacking allowed by federal law)		<i>(Per Gallon)</i>	<i>(Container)</i>
HaloMist Disinfectant 5 Gallon Carboys - Minimum order of 12	HMGALLON5	\$ 99.00	\$ 495.00
HaloSpray Disinfectant 5 Gallon Carboys - Minimum order of 12	HSGALLON5	\$ 99.00	\$ 495.00
HaloSpray Disinfectant 955 Liter IBC Tote (252 Gallons)	HS10IBC1100	\$ 89.29	\$ 22,500.00
Additional Consumables		<i>(Each - Not subject to Volume Discounts)</i>	
Sanosil Chemical Indicator Strips H2O2 Test Strips, 50 strips	H2O2STPS-50	\$ 40.00	