



STELLA LIGHTING INC.  
MINIMUM ADVERTISED PRICE  
(MAP) POLICY

*Stella Lighting Inc.*, an Oregon corporation ("*Stella*") has built a strong reputation and following among the end-user consumers of its products. In order to preserve its reputation for providing customers with high value products, and to further enhance the Stella image and its competitiveness in the marketplace, Stella is unilaterally instituting a policy of minimum advertised price standards for Stella products.

Thus, effective as of June 1st, 2016, Stella will unilaterally establish and enforce a Minimum Advertised Price ("MAP") policy on all Stella products. This MAP Policy, as described herein, will apply to all U.S. dealers and distributors. The MAP Policy shall work under the following guidelines:

#### Minimum Advertised Price

The MAP for all Stella products shall be no less than twenty percent (**18%**) off Manufacturer's Suggested List Price (MSRP) as listed in the then current Stella price list. MAP is unilaterally established by Stella for all products and may be adjusted by Stella in its sole discretion.

#### Advertisements

This MAP Policy applies to all advertisements of Stella products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio, and public signage. The MAP Policy is not applicable to any in-store advertising that is not distributed to the customer.

#### Bundling Advertisements

"Bundling" or the inclusion in advertising of free or discounted products (whether made by Stella or another manufacturer) with a Stella product covered by the MAP Policy violates this Policy if it has the effect of discounting the advertised price of the covered product below the MAP.

#### Internet Pricing

Pricing listed on an internet site is considered an "advertised price" and must adhere to the MAP Policy. Once the pricing is associated with an actual purchase (an internet order), the price becomes the selling price and is not bound by this MAP Policy. Statements such "we will match any price", and "call for price" are acceptable.

#### MAP Policy Does Not Apply to Sale Price

MAP applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's location, over the telephone or through a bid process. Dealers and distributors of Stella products remain free to sell these products at any prices they elect.

#### Maximum Advertised Prices

MAP does not establish maximum advertised prices. All dealers and distributors may offer Stella products at any price in excess of the MAP established for such product.

#### Advertisements for Competitive Pricing

Stella's MAP Policy does not in any way limit the ability of any dealer and/or distributor to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that users of the product should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

#### Policy Administrator

Stella's policy administrator shall be solely responsible for determining whether a violation of the Policy has occurred, communicating decisions to dealers or distributors regarding the Policy and receiving any communication regarding sanctions imposed under this Policy.

STELLA SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY. Therefore, all questions or comments regarding this MAP Policy should be directed to the Policy Administrator at:

Stella Lighting Inc.  
Attn: Policy Administrator PO Box 8529  
Coburg, Oregon 97408

#### Purpose of MAP Policy

This MAP Policy has been unilaterally established by Stella to help ensure the legacy of Stella as a top producer of high quality lighting products and to protect the reputation of its name and products.

#### Violations of MAP Policy

In the event a dealer or distributor chooses not to follow the MAP Policy, sanctions will be unilaterally imposed by Stella. Intentional and/or repeated failure to abide by this Policy will result in termination of dealership or distributorship. Stella does not intend to do business with dealers and/or distributors who compromise the perceived value of Stella and its products. Stella may monitor the advertised price of dealers or distributors, either directly or via the use of third party agencies. Third party agencies retained by Stella may engage in monitoring of any advertisements.

#### Suspensions and Modifications of Policy by Stella

From time to time Stella may discontinue models or engage in promotions with respect to certain products or engage in the sale of "close out" products. In such events, Stella reserves the right to modify or suspend the MAP with respect to certain products by notifying all dealers and distributors of such a change. Stella further reserves the right to unilaterally adjust the MAP with respect to all or certain products at its sole discretion upon seven (7) days advance written notice to the dealers and distributors, provided that such changes shall apply equally to all dealers and distributors of Stella.

Stella reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the Policy is not applicable. Policy modifications shall be made available on the Stella's website at [www.stellalighting.com](http://www.stellalighting.com).