



Unilateral Policies Applicable to PRADCO Dealers

Plastic Research and Development Corporation d/b/a PRADCO Outdoor Brands and its subsidiary, Summit Treestands, LLC (collectively, "PRADCO"), have unilaterally determined to implement two policies (collectively, these "Policies") effective as of January 1, 2015 (the "Effective Date") which are applicable to each individual or entity and its related entities or affiliates located in the United States or Canada that sells PRADCO hunting products to consumers for their own use and not resale (except as permitted by PRADCO) (individually, a "Dealer" and collectively, "Dealers"), regardless of the medium or media used for any or all of such sales and the promotion of them, including without limitation one or more physical location(s), by catalog and over the Internet.

Purpose

The products sold by PRADCO are of high quality with a premium image earned through extensive product and market development activities and superior service to consumers. In an effort to protect the reputation of PRADCO and insure the long-term viability of its brands, PRADCO has established: (1) a policy that establishes a minimum advertised price ("MAP") for certain PRADCO products (the "Minimum Advertised Price (MAP) Policy"), and (2) a policy that prohibits Dealers from selling PRADCO products to other Dealers or anyone else who or which resell(s) such product(s) or provide(s) such products to others for resale (the "Product Resale Policy").

Definitions

For purposes of these policies: (a) "Affiliate(s)" means any or all of the individual(s), entity and entities controlling, controlled by or under common control with a party; (b) "Dealer(s)" means collectively each individual or entity, its related entities or Affiliates, that sells to consumers for their own use and not resale (except as permitted by PRADCO), (c) a "Party" means PRADCO or the Dealer; (d) "PRADCO notice" means notice to the Dealer from PRADCO in written or electronic form or made available on a PRADCO-designated website; and (e) the "PRADCO Products" means those hunting products of PRADCO made available to the Dealer or its Affiliates by PRADCO, or its distributors.

Policy 1: The Minimum Advertised Price (MAP) Policy

Under the Minimum Advertised Price (MAP) Policy (this "MAP Policy") applicable to each Dealer:

1. MAP. The MAP that corresponds to each of the PRADCO products covered by this MAP Policy is the same as the MAP for such product as shown on the then-current price list(s) or product list(s) made available to such Dealer in writing or electronically by e-mail or posting on a designated website (the "Policy Website").
2. Violations. **If a Dealer advertises a PRADCO Product at less than its MAP, the Dealer has violated this MAP Policy.** However, this MAP Policy pertains only to advertised prices and does not affect actual sales prices, so each Dealer remains free to sell PRADCO products at any prices it chooses.
3. Examples of Violations. Among other ways, a Dealer may violate this MAP Policy by displaying: (a) a price that is lower than the relevant MAP, including without limitation, for Internet offers, an out-of-the-cart or an in-the-cart price; (b) a percentage reduction from a reference price that results in a price less than the relevant MAP; (c) a price for a bundle of PRADCO products that is less than the sum of each MAP for the corresponding products; or (d) a price for one or more PRADCO products combined with one or more free or reduced-price goods or services that is less than the sum of each relevant MAP and the fair market value (as determined by PRADCO) of such free or reduced-price goods, except that free shipping may be provided without it being considered a discount.



4. Application. This MAP Policy applies to all forms of advertising and promotion (regardless of the medium used) done by or on behalf of a Dealer, including, but not limited to, conventional advertising, catalogs, displays, exhibitions and shows. Price information relating to one or more PRADCO products on a website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) or, in the view of PRADCO, is the substantive equivalent, is considered to be advertising for purposes of this MAP Policy, as is advertising and promotional e-mail.
5. Exceptions. Each of the following is not considered advertising which is subject to this MAP Policy: (a) materials within the physical location(s) of a Dealer (including without limitation at a show or exhibition) that simply state the retail price(s) at which one or more PRADCO products may be purchased, including without limitation point-of-sale signs, price stickers and hangtags; (b) e-mail sent in direct response to a specific consumer inquiry; (c) materials (regardless of medium) in existence prior to the Effective Date that cannot be modified in time to comply with this MAP Policy, but only until it is reasonable to modify them (the "Compliance Period"); and (d) the display of price over the Internet at checkout.
6. Violation Consequences. In the event that a Dealer violates this MAP Policy a first time, such Dealer will remove or cause to be removed the offending reference(s) no later than three (3) days after PRADCO sends written or electronic notice thereof to such Dealer. If (a) such reference(s) is or are not so removed or cannot be removed (such as in the case of a printed catalog still circulated by such Dealer after the Compliance Period) or (b) if such Dealer violates this MAP Policy a second time with the same item(s) of the PRADCO products or violates this Policy with any other item(s) of the PRADCO products, PRADCO may – at its discretion – refuse to fulfill orders for that particular item, or that brand, or all brands for any period of time. As a result, such Dealer will no longer be permitted to purchase or sell PRADCO products, as its authorization to do so will be revoked and both such Dealer and each PRADCO distributor promptly will be notified of such revocation.

Policy 2: The Product Resale Policy

Under the Product Resale Policy (this "Product Resale Policy") applicable to each Dealer:

1. Consumer Sales. Except as and to the extent otherwise specifically permitted by PRADCO in writing, Dealers may only sell PRADCO products to consumers for their own use and not for resale. If a Dealer also has a wholesale or distributor operation that sells to other Dealers, it may do so through such operation, provided that it is bound by and is performing under the PRADCO Distributor Agreement.
2. Violations. Except as permitted by PRADCO, if a Dealer knowingly or negligently offers or sells or otherwise provides any or all PRADCO products to one or more other Dealers or to anyone else which resell(s) such product(s) or provide(s) such products to others for resale, this Product Resale Policy has been violated, with the result that such Dealer will no longer be permitted to purchase or sell PRADCO products, as its authorization to do so will be revoked and both such Dealer and each PRADCO distributor promptly will be notified of such revocation.

The Nature of these Policies

These Policies: (a) supersede each other policy from PRADCO or any of its Affiliates with respect to the PRADCO Products, if any, regarding the subject matter thereof and (b) are unilateral and express the terms upon which PRADCO will deal with Dealers. PRADCO will not discuss any conditions of acceptance related to these Policies. In addition, PRADCO neither solicits, nor will it accept, any agreement with respect to or assurance of compliance with these Policies. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Dealer and PRADCO, nothing therein or



herein shall constitute an agreement by the Dealer to comply with these Policies. In the event of a disagreement over the interpretation or enforcement of either or both of these Policies, the view of PRADCO will control.

Either or both of these Policies may be modified, extended, suspended, discontinued or rescinded or compliance with either or both of them waived in whole or part at any time by PRADCO in writing or electronically by e-mail or posting on the Policy Website (including, without limitation, during any PRADCO promotional period(s)), with such action(s) effective immediately or as otherwise described by PRADCO. These Policies: (a) remain in effect unless PRADCO provides notice to Dealers otherwise in writing or electronically by e-mail or posting on the Policy Website and (b) cannot be superseded by any other announcement or policy, unless PRADCO expressly states therein that either or both of these Policies has or have been superseded.

All questions or communications from Dealers regarding either or both of these Policies should be put in writing and addressed to the Policy Administrator:

MAP Policy Administrator PRADCO Outdoor Brands
2600 Corporate Drive, Suite 250
Birmingham, AL 35242
Fax: (205)437-4753
e-mail: map@pradcooutdoorbrands.com