

Twenty-ThreeC, LLC Minimum Advertised Price Policy

Effective April 29, 2020 and as revised, Twenty-ThreeC, LLC (“Company”) unilaterally adopts this Minimum Advertised Price Policy (“MAP Policy”). This MAP Policy is applicable to all distributors, contractors, dealers, retailers and resellers (collectively, “Resellers”) who sell or promote Oxbox™ branded heating, ventilation and air conditioning (“HVAC”) products described in Attachment 1 (“MAP Products”) in the contiguous United States and Canada. “Advertising,” for purposes of this MAP Policy, includes any communications by Resellers, prior to the sale of MAP Products, via the Internet, print media and/or posting/listing on a third-party website (including but not limited to, Google Shopping, Yahoo, E-Bay, Facebook, BizRate, Shopzilla, Jet, Walmart, JCPenney and Sears or other auction websites, etc.) including but not limited to, flyers, brochures, newspaper, print, radio, television, outdoor billboards and the Internet. Under this MAP Policy, Company will announce Minimum Advertised Prices (“MAP”) for use in connection with the promotion of MAP Products.

Company’s MAP Products hold a premium position in the value HVAC marketplace. In recognition of this premium position, Company believes that its MAP Products should be advertised at prices that reflect the value of those MAP Products and the Oxbox brand. Accordingly, Company has adopted this MAP Policy in order to help ensure the long-term viability of the Oxbox brand, to preserve individual pricing decisions and to protect the investments of Resellers that provide valuable sales, service and product assistance for their customers.

This MAP Policy supersedes any other minimum advertised price policy previously issued by Company with respect to the MAP Products. This MAP Policy is in addition to all other programs and policies intended to establish a strong brand presence for Oxbox, allowing the end customer an experience that is consistent with Company’s emphasis on top quality and performance. If any provision of this MAP Policy is invalid or unenforceable in a jurisdiction or province, it is to be modified or severed in that jurisdiction or province to the extent of such invalidity or unenforceability and that fact does not affect the validity or enforceability of that provision in another jurisdiction or province or this MAP Policy’s remaining provisions.

Resellers are free to advertise, promote or sell the MAP Products at any price they choose in their sole and absolute discretion. Company does not seek, nor will Company discuss or accept, any agreement or assurance from Resellers concerning the prices at which any Reseller decides to sell the MAP Products.

Pursuant to this MAP Policy, Resellers may not advertise the MAP Products using the Internet or print media at a net price less than MAP and may not sell the MAP Products to any other person or entity which advertises or otherwise promotes the MAP Products using the Internet or print media at a net price less than MAP. For the purposes of this MAP Policy, “net price” is defined as an advertised price where a MAP Product is made available to customers taking into account all discounts, deductions, rebates, credits, trade-ins, promotions, etc. Taxes are not included in net price. A MAP Product’s price must not be openly promoted on the MAP Product’s detail page to indicate that a lower price may be found when the MAP Product is added to the online shopping cart. This MAP Policy applies until the MAP Product(s) being purchased is added to the online shopping cart.

In the event Resellers indicate pricing for the MAP Products via the Internet or otherwise in online media, the description of the MAP Product being sold must include the model shown on the rating plate, and the advertised price of a Product covered by this Policy cannot be less than the MAP. All HVAC system combinations of indoor and outdoor equipment must have an AHRI rating. The individual MAP Product model numbers that compose the system combination must be displayed with the system pricing. The advertised prices for the MAP Products cannot be less than the MAP. This applies to prices for an entire system or prices for individual components in the aggregate.

If a Reseller advertises the “installed price” for a MAP Product online, the advertised price of the MAP Product must not be lower than the MAP. Advertising free or discounted labor and installation will constitute a violation if such inclusion has the effect of discounting the advertised price of the MAP Product below the MAP.

All advertised MAP Products must accurately refer to Company’s limited warranties for the MAP Product. Resellers must not misrepresent the terms of the Company’s limited warranty or provide any warranty information that is misleading.

Resellers are reminded that they are prohibited from using the words “authorized,” “factory authorized,” “authorized reseller,” “factory authorized reseller,” “factory authorized internet reseller,” “authorized dealer,” “factory authorized dealer” or any other word or phrase that states or implies that the Reseller is authorized or sponsored by Company

Non-compliance with MAP is defined as advertising any MAP Product in a way which (unless the program is

sponsored by Company): (1) lists prices lower than the models MAP published by Company; (2) includes any rebate, discount, incentive, cash-back payment or other inducement offered by Reseller which effectively lowers the advertised price of the MAP Product below the MAP; (3) advertises free, bundled or discounted products with a MAP Product which effectively lowers the advertised price of the MAP Product below the MAP, unless those products, either individually or combined, have negligible economic value; (4) any strike-through or alternative of MSRP/pricing paired with a discounted price is prohibited; (5) does not state a price and leads the end user to think that the advertised price is below the MAP published by Company (e.g., “too low to publish”); or (6) includes selling MAP Products to any other person or entity which advertises or promotes a new price less than MAP.

MAP does not apply to damaged, discontinued or non-active products, provided, however, that any such product, when advertised, clearly states it is damaged, discontinued or non-active. MAP also does not apply to products not identified as MAP Products.

If Reseller advertises any of the MAP Products for resale at prices below the MAP three (3) times within a seven (7)-day period such violation will result in such consequences as Company may determine in its sole discretion. These consequences may include, without limitation, loss of access or suspension to all or part of the Oxbox branded products, loss or suspension or removal of all discounts from the Reseller or loss or suspension of any marketing funds. After each MAP violation, the Reseller will receive an email with the date, time and screen shots detailing the MAP Policy violation. If an account is suspended, it will remain suspended for a minimum of seven (7) days. Any subsequent MAP violation that occurs within a six (6)-month period from the date of the original suspension is subject to a minimum thirty (30)-day account suspension or account closure, as Company may determine in its sole discretion. Company will investigate and resolve any reported violation unilaterally and in its sole discretion and will communicate its decision to the particular Reseller that is the subject of the investigation.

Resellers will provide a copy of this MAP Policy, and any subsequent update to this MAP Policy, to any new or existing Resellers or contractors or dealers. To the extent Company provides notice of a non-compliant sale by Reseller’s third-party reseller or dealer, Resellers are expected to communicate this notice to the third-party reseller or dealer and ensure that the third-party reseller or dealer has received and understands the notice and the terms of the MAP Policy. In no case, however, should Reseller seek to or accept any agreement or solicit an understanding for this MAP Policy to be followed by any third-party reseller or dealer. If a third-party reseller or dealer does not remediate the violation such third-party reseller or dealer will be deemed to be in violation of this MAP Policy and Company will take actions as it may determine in its sole discretion, which may include the termination of Reseller’s right to sell to such third-party reseller or dealer.

The Oxbox brand and all Oxbox trademarks, images, graphics, copy and logos are the property of Company. Unless pursuant to a separate express agreement Reseller may have with Company, no rights to Company’s trademarks, images, graphics, copy or logos are granted. Resellers are, therefore, reminded that they are prohibited from, among other things, using the words “Twenty-ThreeC”, “Oxbox™” or any other Company brand or trade name (or any confusingly similar words) as part of their trade or business names. This includes any use of such words within a root URL, email address or any other identifier associated with a Reseller.

From time to time, Company reserves the right to: (1) modify the list of MAP Products subject to the MAP Policy; (2) change the MAP Products subject to the MAP Policy; (3) modify or suspend this MAP Policy, in whole or in part, during special promotions of certain MAP Products; (4) terminate this MAP Policy; and (4) change the terms and conditions of the MAP Policy.

The existence of this MAP Policy and/or a Reseller’s independent election to comply with this MAP Policy does not in any way imply, require or constitute a contractual relationship or agreement between Company and Resellers of Company products.

This MAP Policy addresses only the advertisement of prices as that term is defined in this Policy. It does not regulate selling prices for Resellers. Resellers are free to independently and unilaterally establish resale prices of MAP Products. It is Reseller’s independent decision whether or not to follow this MAP Policy. Company will not seek to or accept any agreement or solicit an understanding for this MAP Policy to be followed by any Reseller. NEITHER COMPANY, COMPANY’S EMPLOYEES NOR THIS MAP POLICY HAVE ANY AUTHORITY TO DEFINE

WHAT RESELLER RESALE PRICES MUST BE, OR OTHERWISE INTERFERE WITH THE ESTABLISHMENT OF RESALE PRICES.

The only person authorized to answer questions regarding this MAP Policy and to comment on this MAP Policy and to whom all questions regarding this MAP Policy must be addressed is the Company MAP Administrator. Inquiries should be addressed to the MAP Administrator noted on Attachment 1. Questions from third-party resellers or dealers regarding the terms or interpretation of this MAP Policy should likewise be referred to the MAP Administrator. Resellers are not authorized to answer questions or request compliance with this MAP Policy.

The MAP Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions. COMPANY SALES PERSONNEL OR OTHER EMPLOYEES HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY. Should a Reseller learn of any modification or alteration of this MAP Policy or any attempt to do so, Reseller should immediately notify the Company contact set forth above.

Company monitors the advertised prices of Resellers, either directly or via the use of third-party agencies. Resellers are expected to provide reasonable cooperation in any Company investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying or otherwise failing to cooperate with a Company MAP Policy investigation is a violation of this MAP Policy.

Attachment 1
MAP Administrator and MAP Products

Go to <https://oxboxhvac.com/resources/> to access list of affected products and pricing.

MAP Administrator:

E-mail: OxboxMAP@tranetechnologies.com

US Mail: MAP Administrator
Twenty-ThreeC, LLC
800-B Beaty Street
Davidson, NC 28036