

### Veilux (MAP) MINIMUM ADVERTISED PRICE POLICY

Effective October 15, 2006

The Veilux has unilaterally adopted this Minimum Advertised Price Policy ("MAP Policy") on selected products, which shall apply to distributors and dealers, including catalogs and internet. Retailers (collectively, "Resellers") who resell Veilux products to end users located in the U. S. and Canada. Veilux is adopting this MAP Policy to preserve its strong reputation for providing customers with high value products and strong after-sales support. Veilux greatly values the efforts of all Resellers to distribute Veilux products.

The MAP Policy shall work under the following guidelines:

- 1. The MAP Policy shall apply to the Veilux products listed in the MAP LISTING at the end of this document. The MAP Policy for selected Veilux products shall be listed on each Veilux price sheet for dealers and distributors. MAP pricing shall be MSRP list price. MAP pricing is established by Veilux for selected products and maybe adjusted by Veilux Company at its sole discretion.
- 2. The MAP Policy applies to all advertisements of selected Veilux products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media including websites, email newsletters, email solicitations, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging which merely state the price are not considered "advertising" for purposes of this MAP Policy. In that regard, this MAP Policy does not apply to the actual sales price on any "check-out page" of any Reseller's website or related internet site (typically the page at which the end user finally purchases the product). This MAP Policy does apply to any other page(s) on the Reseller's website.
- 3. "Bundling" or including a free or discounted product (whether made by Veilux or another manufacturer) with a Veilux product covered by this MAP Policy would violate this policy and is not permitted.
- 4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
- 5. The MAP Policy 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 Resellers retail location or over the telephone. Veilux Company Resellers remain free to sell the selected MAP products at any prices they elect.
- 6. The MAP Policy does not establish maximum advertised prices. All Resellers may offer Veilux products at any price in excess of the MAP established for such products. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
- 7. The MAP Policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers 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.
- 8. From time to time, Veilux may instigate promotions for products covered by the MAP Policy because the products are being discontinued or because they are just being released. In such events, The Veilux Company reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Resellers of such a change. Veilux further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to Resellers provided that such changes shall apply equally to all Resellers.
- 9. In cases of violation of the MAP Policy, Resellers will be allowed twenty-four (24) hours to bring advertising into compliance or Veilux will cease supplying products to the Reseller. In cases of intentional and/or repeated failure to abide by this policy, Veilux will terminate all orders from Veilux to the Reseller. The Veilux Company will not provide prior notice or issue warning before taking action under this policy.
- 10. This MAP Policy is solely Veilux's decision and responsibility. No employee or sales representative of The Veilux Company has any authority to discuss or modify this policy and any action of Any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the policy, is unauthorized and invalid. The foregoing MAP Policy and any MAP Product Listing is subject to modification or discontinuance by The Veilux, in its sole and absolute discretion, at any time. Any action taken by Veilux under this policy shall be without liability to Veilux.
- 11. Distributors of Veilux products will supply a copy of THE VEILUX MINIMUM ADVERTISED PRICE POLICY to any new or existing retail Reseller to be filled out, acknowledged and returned to Veilux. This form shall be signed and returned to to Veilux and in doing so, will bind the Reseller to abide by the MAP Policy and Reseller requirements spelled out in this

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document. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Date:

Company:

Address:

Authorized Representative:

### VEILUX MINIMUM ADVERTISED PRICE POLICY PRODUCT LISTING

#### Effective October 15, 2006

If a particular Veilux product does not appear on the MAP Listing below, then there is no minimum advertised price for the product. Resellers must be in compliance with this Policy by November 30, 2006. **PRODUCTS:** 

S6	SVD-58IR28	VEXTH-64A-75H
16	SVD-60IR28L2812D	VEXTH-64A-100H
W6	SVEX-6004 A/C	VEXTH-64A-200H
P6	SVEX-T300 A/B	VEXTH-64A-300H
SVB-58IR24	SVEX-T100 A/B	VEXTH-64A-350H
SVB-56IRC80L650D	SVEX-YT	VEXTH-32S-19
SVB-58IR54	SVEX-YT2	VEXTH-32S-25
SVB-54IRC90L550D	SVEX-W125	VEXTH-32S-50
SVB-58IRC28L3516D	SVEX-W125-5	VEXTH-32S-75
SVB-60IRC28L3516D	SVEX-Q15	VEXTH-32S-100
SVB-58IRC66L3516D	SVEX-W125-3	VEXTH-32S-200
SVB-60IRC66L3516D	SVEX-HIR7	VEXTH-32S-300
SVB-60IRC40L2812D	SVEX-HSF	VEHTH-32S-350
SVB-60IRC40L650D	SVEX-2028 E/S	VEXTH-64S-19H
SVBIP-56IRC40L210	SVEX-JXD	VEXTH-64S-25H
SVBIP-56IRC80L650D	VEXTH-32A-19	VEXTH-64S-50H
SVC-42IR8	VEXTH-32A-25	VEXTH-64S-75H
SVMD-42	VEXTH-32A-50	VEXTH-64S-100H
SVD-48MINI	VEXTH-32A-75	VEXTH-64S-200H
SVD-58	VEXTH-32A-100	VEXTH-64S-300H
SVD-58MINI	VEXTH-32A-200	VEXTH-64S-350H
SVD-58DNL2812	VEXTH-32A-300	SVEX-M1
SVD-60DNL2812D	VEXTH-32A-350	SVEX-M15
SVD-60WDNL2812D	VEXTH-64A-19H	SVEX-M25
SVD-56CDNRL2812	VEXTH-64A-25H	SVK-64
SVD-48IR28	VEXTH-64A-50H	SVM-VP
SVM-CORNER	SV-PS121824	VCB-240-32D
SVM-POLE	SV-PS241810	VCB-480-16EX
SVP-F18X	SV-PS2495	VCB-960-32D

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SVP-AT18X SVP-ATDN18X SVP-ATDN26X SVP-ATDN36X SVP-54CDN10X SVPIP-52DN23X-O SVPIP-52DN23X-I SVS-56CDNRD SVS-56DNRD SVS-60CDNRD SVS-60DNRD SVS-60WCDNRD SVS-58DN SVSIP-56CDNR SVV-54IRC40L49D-W SVV-54IRC40L49D-B SVV-58IRC40L2812D SVV-60IRC40L2812D SVV-60DNL2812M SVV-54IRC40L650D SVV-48DNL2812 SVV-58DNL2812D SVV-60DNL2812D SVV-48CDNL2812 SVV-58CDNL2812 SVV-58CDNL2812D SVV-56CDNRL210D SVV-54WDNL210D SVVIP-56IRC40L210 SV-PS1295 SV-PS121810 SV-PS121816 SV-PS121824 SVL-M16XV SVL-M16XVP SVL-M18XMIR SVL-M18XMPIR SVL-M18XVIR SVL-M18XVPIR SVI - M20X1025D SVL-M20X1025DP SVL-M20X1025M SVL-M20X1025MP

SV-PS12916 VCB-480-16D SV-PS12924 SVR-412DVD SVR-824DVD SVR-1648DVD 250 GB Hard Drive 500 GB Hard Drive 750 GB Hard Drive 1 Tera Byte Hard Drive 2 Tera Byte Hard Drive SC-Siam500Blk SC-Siam500Wht SC-Siam1000Blk SC-Siam1000Wht SVU-AR SVU-AR8 SVU-AR16 SVU-PR8 SVU-PR16 SVU-PT01 SVU-PT03 VM-104 VM-15A VM-15B VM-17A VM-17B VM-19A VM-32A VM-42A VM-42B VX-WLCDM VCB-120-4 VCB-120-16 VMS-3U3208 VMS-3U5608 VMS-3U9608 VMS-3U11208 VMS-3U12808 VMS-3U14408 VMS-3U4812 VMS-3U6412 VMS-3U9612 VMS-3U11212

# VCB-240-8U VA-4C VA-8C VA-16C VSR-1604P VNVR-8 VNVR-16 VNVR-32 VCMS-10 VCMS-30 VCMS-50 VLPR-1KIT VLPR-2KIT VLPR-4KIT SVL-02812A SVL-02812A-IR SVL-0308A-IR SVL-0358A SVL-05100A SVL-0560DIR SVL-0615D SVL-0660A SVL-10120D SVL-2515DIR SVI -2812DIR SVL-3308DIR SVL-M10XMIR SVL-M10XMPIR SVL-M10XVIR SVL-M10XVPIR SVL-M16XDC SVL-M16XDCP VMS-4U29416 VMS-4U12832 VMS-4U19232 VMS-4U25632 VMS-9U11248 VMS-9U19248 VMS-9U25648 VMS-9U26248 VMS-9U9664 VMS-9U12864

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SVL-M20X1025V
SVL-M20X1025VP
SVL-M20X1536M
SVL-M20X1536MP
SVL-M20X1536V
SVL-M20X1536VP
SVL-M30X1025SD
SVL-M30XSDP
SVL-M30XSV
SVL-M30XSVP
SVL-M13VM308
VMS-2U1604
VMS-2U3204
VMS-2U3208
VMS-2U6408
VMS-2U3212
VMS-2U6412
VMS-2U3216
VMS-2U4816
VMS-2U6416
VMS-3U3204
VMS-3U6404
VMS-3U9604
VMS-3U11204
VMS-3U15204

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VMS-3U12812 VMS-3U4816 VMS-3U6416 VMS-3U9616 VMS-3U11216 VMS-4U4820 VMS-4U6420 VMS-4U9620 VMS-4U11220 VMS-4U4824 VMS-4U6424 VMS-4U9624 VMS-4U11224 VMS-4U5628 VMS-4U6428 VMS-4U9628 VMS-4U10428 VMS-4U3232 VMS-4U5632 VMS-4U6432 VMS-4U9632 VMS-4U11416 VMS-4U16016 VMS-4U22416 VMS-4U25616

VMS-9U19264 VMS-9U25664 VRMS-412 VRMS-1612 VRMS-1648 VRMS-3224 VRMS-3296

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