



## **MINIMUM ADVERTISED PRICE (“MAP”) POLICY**

Effective Date: August 1, 2018

### **Introduction**

INFICON INC. (“INFICON”) is a leading provider of world-class instruments for gas analysis, measurement and control. In order to preserve our reputation for providing innovative, sophisticated and quality products, and to further enhance our image and competitiveness in the marketplace, INFICON believes that our products should be advertised at prices that reflect and protect the value of our brand. For this reason, INFICON has unilaterally established this minimum advertised price policy for the INFICON-branded products described herein (the “MAP Policy”). We believe that this MAP Policy, as more fully described below, will allow all of our dealers, distributors and resellers (collectively, “Resellers”) to profitably market and effectively promote the value of INFICON products to their customers.

### **MAP Policy Coverage**

This MAP Policy covers all of our Resellers. Although Resellers are free to independently establish their own resale prices in their sole and absolute discretion, INFICON, without assuming any liability, may unilaterally impose sanctions as described in this MAP Policy against Resellers who advertise applicable INFICON products at prices outside of the range specified herein. This 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 by a Reseller. Resellers of INFICON remain free to sell products at any prices they elect. In addition, this MAP Policy does not establish maximum advertised prices. All Resellers may offer products at any price in excess of the MAP established for such product.

### **MAP; Covered Products and Internet Advertising**

The current applicable minimum advertised price (“MAP”) and product list covered by this MAP Policy (the “Covered Products”) will be provided to all Resellers and updated from time to time at INFICON’s sole discretion. Resellers may not advertise Covered Products under this MAP Policy below the MAP corresponding to the Covered Product.

This MAP Policy applies to all advertisements of INFICON products in any and all media, including, but not necessarily limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio and public signage.

The internet is a means of communication, and exposing the INFICON brand to internet sales does not change the nature of the sales channel or the applicability of this MAP Policy to Resellers who choose to do business over the internet. Pricing listed on an internet site is

considered an “advertised price” and must adhere to this 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 as “we will match any price” and “call for price” are acceptable. For those Resellers who choose to conduct business over the internet, as part of INFICON’s efforts to preserve the image of its brand, resale of the Covered Products on websites hosted or operated by third parties such as third party retail websites or auction type, marketplace or classified-ads type websites is strictly prohibited. The prohibition includes, but is not limited to Amazon.com, eBay and similar outlets.

This MAP Policy does not in any way limit the ability of any Reseller 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 the MAP.

From time to time, INFICON may choose to offer special promotions on certain Covered Products. In such an event INFICON reserves the right to modify or suspend this MAP Policy in whole or in part by notifying Resellers of the duration and nature of the modification or suspension.

### **Violations**

In the event a Reseller chooses not to follow this MAP Policy, INFICON reserves the right to impose sanctions in its sole discretion. Intentional and/or repeated failure to abide by this MAP Policy may result in termination of business relationship, dealership or distributorship. INFICON does not intend to do business with Resellers who compromise the perceived value of INFICON and its products.

- Upon an initial violation by a Reseller of this MAP Policy, INFICON, at its discretion, may cancel any pending purchase orders and cease filling any orders for a period of thirty (30) days;
- Upon a second violation by a Reseller of this MAP Policy, INFICON, at its discretion, reserved the right to cancel any pending purchase orders and cease filling any orders for a period of sixty (60) days from the date of the second violation; and
- Upon a third violation by a Reseller of this MAP Policy, INFICON, at its discretion, may terminate its business relationship with said Reseller.

This MAP Policy has been adopted unilaterally and is non-negotiable. INFICON will investigate and resolve any reported violation unilaterally and in its sole discretion and will communicate its decision solely to the particular Reseller who is subject to any investigation.

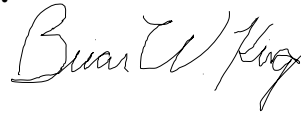
## **Questions**

INFICON SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY. All questions or comments regarding this MAP Policy are to be directed to INFICON's policy administrator, Brian King, INFICON Inc., Two Technology Place, East Syracuse, NY 13057.

This MAP Policy has been unilaterally established by INFICON to help ensure the legacy of INFICON as a top producer of sophisticated, high performance, and high quality products and to protect the reputation of its name and products. This MAP Policy is also designed to ensure that Resellers have the incentive to invest resources into services for INFICON's customers.

INFICON reserves the right at any time to modify, suspend or discontinue this 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 INFICON's website at [www.inficonservicetools.com](http://www.inficonservicetools.com).

**INFICON Inc.**



By: \_\_\_\_\_

Name: Brian King

Title: General Manager – INFICON Service Tools