

Mannington MAP Policy Frequently Asked Questions

Dear Mannington Customer:

Mannington has been servicing the flooring industry for over one hundred years, and in an effort to protect its strong reputation and to enhance its image as a top producer of high performance and high-quality flooring products, Mannington unilaterally instituted certain authorized distributor and/or reseller pricing policies and procedures, including its Unilateral Minimum Advertised Price policy ("MAP"). Please note that Mannington's unilateral pricing policies apply to all Mannington products and to all authorized resellers of Mannington products.

In order to provide some guidance regarding the application of our MAP Policy, we are providing the attached Frequently Asked Questions.

Please contact MAP.Policy@mannington.com for with any questions.

Sincerely,

Mannington MAP Policy Team 75 Mannington Mills Road Salem, NJ 08079 MAP.Policy@mannington.com www.mannington.com

MANNINGTON_®

Minimum Advertised Price (MAP) PRICE LIST

Effective Date January 3, 2023	
HARDWOOD	MAP PER SQ.FT.
Sanctuary	\$13.99
Antigua Pacaya Mesquite	\$11.49
Maison Bastille - Normandy, Provence, Versailles	\$11.49
Maison Smokehouse - Hickory, Maple, Oak	\$11.49
Maison Triumph & Chateau	\$11.49
TimberPlus™	\$9.79
Latitude® Park City Herringbone	\$9.29
Latitude® Park City and Prospect Park	\$7.99
Latitude® Forest Park	\$7.99
Mountain View XL	\$6.99
Iberian Hazelwood	\$6.99
Momentum	\$6.79
Bengal Bay	\$6.49
Kodiak	\$6.39
ADURA®	MAP PER SQ.FT.
ADURA® apex	\$6.99
ADURA®Max	\$5.99
ADURA®Rigid	\$4.99
ADURA®Flex	\$4.39
LAMINATE	MAP PER SQ.FT.
Restoration Collection®	\$4.89



MANNINGTON MILLS

UNILATERAL MINIMUM ADVERTISED PRICE POLICY

Effective June 13, 2022

Mannington Mills, Inc. ("Mannington") enjoys a strong reputation and values the efforts undertaken by each of its affiliates in promoting Mannington products. In order to protect the value of its brand, to enhance its prestigious image as a top producer of high-performance, high-quality flooring products, and to provide a level playing field for its authorized resellers, retailers, and distributors (collectively "seller(s)"), Mannington unilaterally instituted this Unilateral Minimum Advertised Price Policy ("MAP Policy") for all its products. Effective immediately and superseding any other Mannington price-related policies, this updated MAP Policy applies to all Mannington products and to all United States sellers.

In general, communications containing prices fall into two broad categories: marketing materials (any act of communication via electronic or physical media intended to induce people to buy or use a product including, but not limited to, websites, media pages, ecommerce storefronts and product listings, flyers, posters, coupons, mailers, inserts, catalogs, mail order catalogs, newspapers, magazines, television, radio, and public signage) and store signage (any act of communication for display at a brick-and-mortar store indicating a price at which a product may be purchased).

Communications or marketing materials for any Mannington product that lists a price MUST include a price that is at or above the Minimum Advertised Price ("MAP Price") established for that Mannington product in the MAP Price List which is available on www.makeitmannington.com (or other sites as designated by Mannington). An advertised price must reflect the pricing structure of the MAP Price List (e.g., price per square foot) and may also include other equivalent pricing information (e.g., price per carton). Price means net price for a consumer to receive ownership of the goods (e.g., the amount actually paid before any applicable taxes and adjusted for any discounts, rebates, coupons, credits, premiums, freemiums, loyalty rewards, combinations, or the like). Free shipping of Mannington products does not violate this MAP Policy. If Mannington products are bundled or sold as part of a package that includes other products, this MAP Policy prohibits bundling any Mannington product in advertising (including free or discounted products) if the effect is to discount the advertised price below the MAP Price.

Mannington maintains an up-to-date list of its products and their respective MAP Prices on www.makeitmannington.com (or other sites as designated by Mannington). For additional information regarding MAP Prices, please contact your individual Mannington sales representative or reach out to Mannington at: MAP.Policy@Mannington.com. Mannington reserves the right to modify product listings or the MAP Price for any Mannington product on this list at any time in its sole and absolute discretion. Sellers are responsible to seek out and obtain the current MAP Price for Mannington products to be certain the products are advertised at correct prices.

Store signage may reflect the price determined by the individual seller at which Mannington products are actually sold or offered in-store for sale. This MAP Policy does not require Mannington sellers to sell Mannington products at any particular price and sellers remain free to determine their own retail prices.

MANNINGTON.

Product pricing given "in the cart" that is lower than the MAP Price will be considered a violation of this MAP Policy even if the product pricing published on the "front page" or "product page" is otherwise in compliance with this MAP Policy.

Mannington reviews and monitors the advertised prices of sellers, either directly or via the use of third-party agencies or tools. If Mannington believes, based on credible information, that a seller has violated this MAP Policy, Mannington will conduct an investigation and unilaterally determine whether any such violation has occurred. Sellers are expected to provide reasonable cooperation in any Mannington investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Mannington MAP Policy investigation is a violation of this MAP Policy.

While sellers are free to sell Mannington products at any price they choose, Mannington chooses to conduct business only with sellers who choose to abide by this MAP Policy. Mannington does not seek, and will not accept, any agreement by a seller to change its MAP Policy, nor will Mannington negotiate any conditions on compliance related to this MAP Policy. If Mannington determines a violation has occurred, Mannington, in conjunction with its distribution network, or directly, may take one or more of the following actions, in its discretion and without any consultation or agreement with the non-compliant seller, in order to protect the Mannington brand and without assuming any liability:

- 1. A first violation will result in a warning.
- 2. A second violation may result in a loss of all accumulated benefits, discounts, rewards, bonuses, credits, incentives, or the like under any Mannington program, including those based on volume, early buys, or prior purchases. Mannington may also cancel any open orders or suspend sales of its product to the non-compliant seller for thirty (30) days.
- 3. A third violation may result in termination of the relationship with Mannington.

Egregious or intentional violations (including first violations), failure to acknowledge a written enforcement notice, and/or failure take corrective action may result in immediate loss of incentives and/or termination of the relationship with Mannington. Persistent or repetitive violations of the MAP Policy could lead to a seller being placed on a "Do Not Sell To" list.

The MAP Policy applies to any activity that Mannington determines, in its sole discretion, is designed or intended to circumvent the spirit or intent of this MAP Policy. Mannington is solely responsible for determining whether a MAP Policy violation has occurred as well as determining any actions that need to be taken to correct the violation. The MAP Policy will be enforced by Mannington at its sole discretion and without notice. Mannington will not discuss with one seller any violations of or corrective action taken against another seller who is in violation of this MAP Policy.

Mannington reserves the right to change, suspend, or discontinue this MAP Policy at any time and in its sole discretion.

For additional information or inquiries, the Mannington Compliance Team may be reached at:

Address: Mannington Mills Inc.,

Mannington MAP Compliance 75 Mannington Mills Rd. Salem, NJ 08079

Email: MAP.Policy@mannington.com

Phone: 856-339-5956

Website: www.MakeItMannington.com