



## **UNILATERAL MINIMUM ADVERTISED PRICE POLICY**

**Effective January 1, 2024**

Mannington Mills, Inc. ("Mannington") enjoys a strong reputation and values the efforts undertaken by each of its affiliates in promoting Mannington products. 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.Mannington.com](http://www.Mannington.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.Mannington.com](http://www.Mannington.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](mailto: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.

The MAP Policy does not preclude a reseller/dealer from advertising “call for price” or “email for price,” if the price is not listed. Chat or Automated Text Pricing without the consumer providing personal “intent to buy” information such as name, address, quantity, ship to address, payment type is a violation of MAP Policy.

The MAP Policy applies to any activity that Mannington determines, at its sole discretion, is designed or intended to circumvent the intent of this MAP Policy.

The reseller/dealer will NOT be in violation of the MAP to advertise in general that the reseller/dealer has the “lowest price” or will match or beat any competitors pricing if the reseller/ dealer does not advertise a price below the MAP.

Chat, Automated Text Pricing, Quick add to cart pricing or see pricing in cart where lower than MAP pricing is provided without the consumer providing personal “intent to buy” information including name, quantity, ship to address, payment type, and credit card information is a violation of the MAP policy. True in the Cart checkout pricing where the consumer discloses name, address, ship to location, payment type, and credit card information is NOT a violation of MAP policy. Additionally, lower pricing can be provided to a registered member of a loyalty program and is not a violation of MAP policy.

Mannington reserves the right to modify the MAP Policy, at its sole discretion.

Mannington product samples advertised below MAP that do not disclose clearly that they are samples at those prices are a MAP violation and will not be in compliance. All advertised prices for Mannington must be for the products and not for samples.

Mannington products classified, identified, or defined by Mannington as Promotional Goods, Excess Stock, or Special Buys must be clearly labeled as such when advertised online. Dropped products must be labeled as dropped or discontinued.

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, 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 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](mailto:MAP.Policy@mannington.com)

Website: [www.Mannington.com](http://www.Mannington.com)

Phone: 856-339-5956