

Mannington.

Mannington MAP Policy Frequently Asked Questions

Dear Mannington Customer:

Mannington has been servicing the flooring industry for over one hundred years, and 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.

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

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Minimum Advertised Price (MAP) PRICE LIST

Effective Date January 1, 2024

HARDWOOD		MAP PER SQ.FT.
Sanctuary		\$12.99
Antigua Pacaya Mesquite		\$10.59
Maison Bastille - Normandy, Provence, Versailles		\$10.59
Maison Smokehouse - Hickory, Maple, Oak		\$10.59
Maison Triumph & Chateau		\$10.59
Monogram		\$8.99
TimberPlus™		\$7.49
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		\$6.79
Momentum		\$5.99
Bengal Bay		\$6.49
Kodiak		\$6.19
Riverwalk		\$5.49
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®		\$4.49
Charter Collection		\$3.49

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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 (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 (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.

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

Website: www.Mannington.com

Phone: 856-339-5956

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MAP Policy Frequently Asked Questions

The goal of the Mannington's MAP policy is to protect Mannington's strong brand and reputation as a top producer of high-performance, high-quality flooring products. Below are some Frequently Asked Questions, but please refer to our full MAP policy for detailed guidance.

Q: Does a reseller need to list pricing on products that it is selling over the phone or email?

A: No. Any sale in any media outside of a physical showroom, including advertising where a reseller's website or digital property is used to encourage customer contact must list MAP pricing (or above) if a price is listed. However, a reseller may choose to not list any pricing under our revised policy.

Q: Can a reseller list price per carton?

A: Yes. A reseller may list the MAP Price in either price per carton or square foot pricing; but the price per carton must be equal to or higher than the MAP pricing per square foot.

Q: Can a reseller state, "Add floor to cart to see price?"

A: No. If pricing is listed, the price must be listed on the product page where no other action is needed for a consumer to see the price. Again, pricing is not required to be listed.

Q: Can a reseller state something like, "Call for pricing?"

A: Yes. The listed language, however, may not suggest there is price lower than MAP (this includes wording similar to call for "awesome"/ "special"/ "secret"/ "sale"/ "mystery"/ "X" pricing). Any wording used to lead a consumer to believe they may receive a price different than what is listed online is a violation.

Q: Can a reseller use promotional pricing when advertising Mannington flooring products?

A: Promotional Pricing can be used only if the promotional pricing is at or above MAP.

Q. What are some examples of advertising language that is prohibited under the policy?

A. Below is a list of examples advertising wording and concepts that are deemed violations of the policy. Please note that this is not a comprehensive list but rather illustrative of language that is a violation.

- Text for Best Price
- View pricing in cart
- Price crossed off
- Get Coupon
- Lucky Price
- Clearance Sale
- Request a Quote for Best Price
- Our prices are lower than anything you have seen listed online.
- Language intended to circumvent the policy, including expressing displeasure with the policy. For example, “Due to our manufacturer’s pricing restrictions, we are not able to advertise our low prices on Mannington products” or “Click through our shopping cart or call toll-free XXX or e-mail XXX for the lowest prices on the web. You’ll save up to 30% off retail prices!”

Additional concepts that constitute violations:

- Discount
- Different pricing in cart
- Coupons

Q. Can a reseller request that a customer “Call/Email/Chat for a complete quote” or projects which may include moldings, underlayments, sundries, or other installation items or accessories?

A. Yes, for a reseller to provide a full quote to complete an entire job/project. Additional requests that are permitted under such circumstances include: “Call for Assistance,” “Request Quote,” and “Call for Quote”.

Q: Can a reseller list MAP pricing but ultimately sell at a different price?

A: Resellers are free to sell Mannington products at any price they choose subject to any of Mannington’s other pricing policies.

Q: Does the MAP Policy apply to off quality dropped or builder grade products?

A: The MAP Policy applies to first quality products and pricing for any Mannington product included in the MAP Policy Price List. There is no MAP pricing for non-display promotional products, builder grades, or drops.

We acknowledge and thank the resellers who have reached out to us and have made the appropriate changes to be in compliance with the policy. We appreciate your time and efforts to work within our policy. We appreciate your support of helping Mannington to maintain our strong brand in the market. And, last but not least, we appreciate your business and partnership.

If you have any questions regarding the policy, please email us directly at MAP.Policy@Mannington.com.