



Minimum Advertised Pricing Policy

The Miami Corporation is the exclusive distributor of Para' Tempotest fabrics produced and marketed under the TEMPOTEST & TEMPOTEST HOME brands (referred to in the remainder of this document as "Tempotest") that are advertised, marketed, and sold under the trademarks, brands, or trade names belonging to it. The Miami Corporation's and Para' TEMPOTEST's goal in adopting and enforcing this policy is to avoid depreciation of, or damage to, the premium quality and image of its products and to trademarks, other marks, brands, or trade names under which TEMPOTEST products are sold. The Miami Corporation and Para' TEMPOTEST intend to sell these product lines only to authorized retailers who do not advertise its product lines below the Minimum Advertised Price (MAP) set forth in this policy. The Miami Corporation and Para' TEMPOTEST may choose to enforce this policy through action up to and including termination of a dealer who advertises any products in the TEMPOTEST product line below the stated MAP. This policy applies to the retail sale of TEMPOTEST products to retail consumers by authorized retail dealers, which includes, retail outlets, interior designers, and online retailers.

The MAP policy shall be applied and enforced under the following guidelines:

1. The MAP for all TEMPOTEST product lines and product shall be set forth by TEMPOTEST's Manufacturers Suggested Retail Price (MSRP) and MAP Pricing Guide, which is available upon request. The prices established by TEMPOTEST may from time to time be adjusted by The Miami Corporation and Para' TEMPOTEST in their sole discretion. The Miami Corporation and Para' TEMPOTEST may at any time, in their sole discretion, revise their Manufacturers Suggested Retail Price List for any Tempotest product. Each addition and each revision shall be effective at such times specified by The Miami Corporation and Para' TEMPOTEST in its Pricing Guide, which will be provided to each dealer. TEMPOTEST's most recent price lists are available to all dealers. All changes to such prices, as and when made, will also be available. This MAP policy only applies to the items indicated in the MAP Pricing Guide. It does not apply to discontinued items.
2. This MAP policy applies to all advertisements of TEMPOTEST products in any and all advertising media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, public signage, and Internet. It also applies to prices shown online, including "add to cart" prices. All pricing advertised must be equal to or be higher than the MAP price listed in the Pricing Guide.
3. This policy does not apply to any in-store advertising that is displayed only in the store and is neither distributed to any customer outside the store nor visible from outside the store.
4. The MAP applies only to advertised prices and does not apply to the actual price at which the dealer offers to sell or sells TEMPOTEST products to an individual retail consumer. Dealers remain free to sell TEMPOTEST products to these retail consumers at any price they choose.
5. The MAP does not establish maximum advertised prices. All dealers may advertise TEMPOTEST products at any price in excess of the MAP.
6. From time to time, The Miami Corporation and Para' TEMPOTEST may discontinue products or engage in promotions with respect to certain products. In such event, The Miami Corporation and Para' TEMPOTEST reserve the right to modify or suspend the MAP with respect to the affected products by notifying all dealers of such a change. The Miami Corporation and Para' TEMPOTEST further reserve the right to adjust the MAP with respect to all or certain products at their sole discretion. Such changes shall apply equally to all dealers.
7. Failure to abide by this MAP policy may result in The Miami Corporation and Para' TEMPOTEST's termination of the authorized dealer. It is The Miami Corporation's and Para' TEMPOTEST's intent not to do business with dealers that degrade the trademarks, brands, or trade names, of the TEMPOTEST brands and its product lines. The Miami Corporation and Para' TEMPOTEST will not provide prior notice or issue warnings before taking any action to enforce this policy.
8. The Miami Corporation and Para' TEMPOTEST will make all decisions concerning this policy unilaterally.
9. The Miami Corporation and Para' TEMPOTEST are confident that they can enforce this policy uniformly and effectively on their own and are committed to doing so. Neither sales representatives, nor The Miami Corporation and Para' TEMPOTEST will entertain complaints from retail dealers about other dealers.

This policy is a unilateral declaration of policy by The Miami Corporation and Para' TEMPOTEST and does not reflect or constitute an agreement between TEMPOTEST and any dealer.

Dealers with questions regarding this policy should contact Zac Bryant at 828-999-8105. No other TEMPOTEST representative is authorized to discuss it with you.