Sloan Valve Company (**"Sloan"**) is a global leader in manufacturing commercial plumbing systems. Sloan is committed to maintaining the high quality brand image of our products and the Authorized Distributors and Resellers (**"Distribution Partners"**) who support this brand image through stocking requirements, non-OEM products, warranty information, technical administration, and investment of time and resources required to provide the high level of customer service and product knowledge our customers need and expect.

In furtherance of these commitments, Sloan has unilaterally adopted this Minimum Advertised Price Policy (this "**Policy**"), which applies to all Sloan Distribution Partners effective **January 1, 2018**.

The Minimum Advertised Price (**"MAP"**) is 35% off the Manufacturer's Suggested Resale Price (**"List Price"**) for all Sloan products as stated in the most current published price list issued by Sloan and submitted to Distribution Partners from time to time, or item specific exceptions identified in Exhibit A, attached. Distribution Partners are not required to use prices in advertising for Sloan products, but all prices stated in such advertising must be at or above the applicable MAP price for each Sloan product.

Each Distribution Partner must inform all of its direct or indirect customers who are third-party resellers of this Policy and Sloan's expectation that each seller throughout the chain of sale of Sloan products is expected to conform to it. Distribution Partners who sell to third parties who violate this Policy will likewise be deemed in violation of this Policy.

This Policy applies to all advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio, television), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites, marketplaces), internet placements on the website of a Distribution Partner of one of its direct or indirect customers who are third-party resellers, and any flyers, posters or coupons. Value-add promotions (e.g., rebates, taxes, free freight, giveaways) are permissible and can be advertised as long as the Sloan product is advertised at or above MAP as the only price shown for the Sloan product, and the value-add is stated separately and not used in a manner that circumvents this Policy. This Policy does not apply to oral sales discussions or negotiations with specific customers.

This Policy applies only to advertised prices, and is not in any way intended to restrict or influence actual resale prices of Sloan products. Each Sloan Distribution Partner and each of its direct or indirect customers who are third-party resellers remain free to establish for itself the prices at which to resell Sloan products.

If Sloan determines, in its sole discretion, that a Distribution Partner or one of its customers who is a third-party reseller has violated this Policy, such violators are subject to one or more of the following steps:

First Notification – Sloan will notify the Distribution Partner of the violation and allow five (5) business days to correct the violation.

Second Notification – If the violating party remains out of compliance following the First Notification, Sloan will notify the Distribution Partner of the continued violation and allow an additional five (5) business days to correct the violation. If after the additional five (5) business days the violation is not corrected, Sloan will take corrective measures that include, without limitation, loss or forfeiture of any programs or funds that may be available to that Distribution Partner.

Third Notification – If the violating party remains out of compliance following the Second Notification and any Sloan corrective measures, Sloan will notify the Distribution Partner of the continued violation and allow five (5) additional business days to correct the violation. If after the additional five (5) business days the violation is not corrected, Sloan will take corrective measures that include, without limitation, loss of access to particular Sloan products and termination of eligibility as an authorized Distribution Partner.

Sloan is adopting this Policy as its own unilateral policy. Sloan alone will implement, interpret, and enforce this Policy in its own independent judgment. Sloan will determine in its sole discretion whether a Sloan Distribution Partner is in violation of this Policy, and what corrective measures if any to take for violations and communicating such decisions.

Sloan will take these actions independently and without reference to or input from any other Distribution Partner or outside party. Sloan will not respond to communications about other Distribution Partners or their direct or indirect customers who are third-party resellers who are advertising Sloan products in violation of this Policy.

The MAP Administrator is solely responsible for and authorized to determine whether a violation has occurred, what appropriate steps shall be taken, and sending and receiving communications regarding this Policy. All inquiries and questions about this Policy should be directed to the following email address:

MAPPAdministrator@sloan.com

Other Sloan employees and sales representatives have no authority to modify or grant exemptions to this Policy, or to have communications regarding violations with any Distribution Partner or their direct or indirect customers who are third-party resellers.

This Policy is not an agreement between or among Sloan, any Distribution Partner, or any of its direct or indirect customers who are third-party resellers. This Policy is non-negotiable and will not be altered for any Distribution Partner. Sloan reserves the right to modify, suspend or cancel this Minimum Advertised Price Policy, in whole or in part, at any time and for any reason, at its sole discretion. Such changes shall apply equally to all Sloan Distribution Partners and resellers.

* *The effective date appearing in the header of this page is the effective date of these Terms or Policies. In the event prior version is required to be visited, please use the version control feature mentioned at the top of the page.*

Exhibit A – Minimum Advertised Price Specific Exceptions

Item	Description	2.8.26 List Price	2.8.26 MAPP
3080153	REGAL 110 XL	$274.20	$136.99
3080053	REGAL 111 XL	$274.20	$136.99
3080050	REGAL 111-1.28 XL	$274.20	$136.99
3082653	REGAL 186 XL	$274.20	$136.99
3082675	REGAL 186-1 XL	$274.20	$136.99
3982628	REGAL 186-0.5 XL	$274.20	$136.99
3982604	REGAL 186-0.125 XL	$274.20	$136.99

3980095	REGAL 111 XL SFSM	$694.50	$341.99
3080058	REGAL 111-1.28 XL SFSM	$694.50	$341.99
3982525	REGAL 186-1 XL SFSM	$694.50	$341.99
3982530	REGAL 186-0.5 XL SFSM	$694.50	$341.99
3082604	REGAL 186-0.125 XL SFSM	$694.50	$341.99
3082475	REGAL 180-1 XL	$274.20	$136.99
3082453	REGAL 180 XL	$274.20	$136.99
3082442	REGAL 180-1.5 XL	$274.20	$136.99
3070026	GEM-2 111-1.28 XL	$302.30	$151.00
3070004	GEM-2 111 XL	$302.30	$151.00
3072621	GEM-2 186-0.25 XL	$302.30	$151.00
3072609	GEM-2 186-0.5 XL	$302.30	$151.00
3072606	GEM-2 186-1 XL	$302.30	$151.00
3072619	GEM-2 186-0.125 XL	$302.30	$151.00
3072604	GEM-2 186 XL	$302.30	$151.00

3070190	GEM-2 110 XL	$302.30	$151.00
0325105	EBV89A-M SENS ASM OPENING-CLOSET METAL	$487.45	$195.00
3325500	EBV500A SINGLE FLUSH SIDE MOUNT	$424.10	$175.00
1001500	WES150 UNIV WATERFREE URINAL CARTRIDGE	$103.35	$65.99
3335160	EAF-350-BAT-CP-0.35GPM-MLM-IR-IQ-FCT	$847.00	$445.00
3335110	EAF-350-BAT-CP-0.5GPM-AER-IR-IQ-FCT	$863.80	$453.50
3335106	EAF-350-BAT-CP-1.5GPM-AER-IR-IQ-FCT	$847.00	$444.68
3335159	EAF-350-BAT-ISM-CP-0.35GPM-MLM-IR-IQ-FCT	$951.00	$499.28
3335111	EAF-350-BAT-ISM-CP-0.5GPM-AER-IR-IQ-FCT	$951.00	$499.28
3335107	EAF-350-BAT-ISM-CP-1.5GPM-AER-IR-IQ-FCT	$951.00	$499.28
3362170	SF-2150-4-BAT-TEE-CP-0.35GPM-MLM-IR-FCT	$605.90	$333.25
3362102	SF-2150-4-BAT-TEE-CP-0.5GPM-MLM-IR-FCT	$605.90	$333.25
3362173	SF-2250-4-BAT-TEE-CP-0.35GPM-MLM-IR-FCT	$589.80	$324.39
3362145	SF-2250-4-BAT-TEE-CP-1.5GPM-LAM-IR-FCT	$589.80	$324.39
3362104	SF-2250-4-BAT-TEE-CP-2.2GPM-LAM-IR-FCT	$584.25	$321.34

3362171	SF-2350-BAT-TEE-CP-0.35GPM-MLM-IR-FCT	$588.60	$323.73
3362119	SF-2350-BAT-TEE-CP-0.5GPM-MLM-IR-FCT	$588.60	$323.73
3362172	SF-2450-4-BAT-TEE-CP-0.35GPM-MLM-IR-FCT	$605.90	$333.25
3362124	SF-2450-4-BAT-TEE-CP-0.5GPM-MLM-IR-FCT	$605.90	$333.25
3362176	SF-2100-4-PLG-TEE-CP-0.35GPM-MLM-IR-FCT	$642.70	$353.49
3362103	SF-2100-4-PLG-TEE-CP-0.5GPM-MLM-IR-FCT	$642.70	$353.49
3362175	SF-2200-4-PLG-TEE-CP-0.35GPM-MLM-IR-FCT	$622.00	$342.10
3362149	SF-2200-4-PLG-TEE-CP-1.0GPM-LAM-IR-FCT	$622.00	$342.10
3362146	SF-2200-4-PLG-TEE-CP-1.5GPM-LAM-IR-FCT	$622.00	$342.10
3362109	SF-2200-4-PLG-TEE-CP-2.2GPM-LAM-IR-FCT	$621.35	$341.74
3362179	SF-2300-PLG-TEE-CP-0.35GPM-MLM-IR-FCT	$625.90	$344.25
3362116	SF-2300-PLG-TEE-CP-0.5GPM-MLM-IR-FCT	$624.40	$343.42
3362178	SF-2400-4-PLG-TEE-CP-0.35GPM-MLM-IR-FCT	$642.70	$353.49
3362130	SF-2400-4-PLG-TEE-CP-0.5GPM-MLM-IR-FCT	$624.40	$343.42
3301120	A1037A-BX DUAL FLTR DIAP KT 1.5 UR	$72.05	$38.59

3301121	A1038A-BX DUAL FLTR DIAP KT 3.5 CL	$72.05	$38.59
3301122	A1041A-BX DUAL FLTR DIAP KT 1.6 CL	$72.05	$38.59
3301123	A1042A-BX DUAL FLTR DIAP KT 1.0 UR	$72.05	$38.59
3301124	A1043A-BX DUAL FLTR DIAP KT 0.5 UR	$72.05	$38.59
3301125	A1044A-BX DUAL FLTR DIAP KT 2.4 CL	$72.05	$38.59

3301119	A1045A-BX DUAL FLTR DIAP KT 1.28 CL	$72.05	$38.59
3301142	A1047A-BX DUAL FLTR DIAP KT 0.25 UR	$72.05	$38.59
3301143	A1050A-BX DUAL FLTR DIAP KT 1.25 UR	$72.05	$38.59
3301150	A1101A-BX REBUILD KT 1.6 CL EXPS	$84.70	$44.99
3301151	A1102A-BX REBUILD KT 3.5 CL EXPS	$84.70	$44.99
3301152	A1103A-BX REBUILD KT 2.4 CL EXPS	$84.70	$44.99
3301157	A1104A-BX REBUILD KT 1.28 CL EXPS	$84.70	$44.99
3301153	A1106A-BX REBUILD KT 0.5 UR EXPS	$84.70	$44.99
3301154	A1107A-BX REBUILD KT 1.0 UR EXPS	$84.70	$44.99
3301155	A1108A-BX REBUILD KT 1.5 UR EXPS	$84.70	$44.99

3301166	A1113A-BX REBUILD KT 0.25 UR EXPS	$84.70	$44.99
3301184	A1121A TUNE-UP KIT 1.6 GPF CLOSET ROYAL	$93.55	$50.59
3301185	A1122A TUNE-UP KIT 3.5 GPF CLOSET ROYAL	$93.55	$50.59
3301186	A1124A TUNE-UP KIT 1.28 GPF CLOSET ROYAL	$93.55	$50.59
3301187	A1125A TUNE-UP KIT 0.125 GPF URINAL ROYAL	$93.55	$50.59
3301188	A1126A TUNE-UP KIT 0.5 GPF URINAL ROYAL	$93.55	$50.59
3301189	A1127A TUNE-UP KIT 1.0 GPF URINAL ROYAL	$93.55	$50.59
3301190	A1128A TUNE-UP KIT 1.5 GPF URINAL ROYAL	$93.55	$50.59
3301191	A1129A TUNE-UP KIT 0.25 GPF URINAL ROYAL	$93.55	$50.59
3302003	B51A-BX REP KIT HANDLE ASM ROYAL	$12.70	$6.99
3323183	V651A-BX REPAIR KIT	$6.50	$3.59
3301036	A36A REPAIR KIT 4.5 CLOSET	$43.80	$21.99
3301037	A37A REPAIR KIT 1.5 URINAL	$43.80	$21.99
3301038	A38A REPAIR KIT 3.5 CLOSET	$43.80	$21.99
3301041	A41A REPAIR KIT 1.6 CLOSET	$43.80	$21.99

3301044	A42A REPAIR KIT 1.0 URINAL	$43.80	$21.99
3301081	A43A REPAIR KIT 0.5 URINAL	$43.80	$21.99
3301024	A44A REPAIR KIT 2.4 CLOSET	$43.80	$21.99
3301045	A140A REPAIR KIT 1.28 CLOSET	$43.80	$21.99
3317001	R1001A REBUILD KIT REGAL 4.5 GPF CLOSET	$53.35	$28.99
3317002	R1002A REBUILD KIT REGAL 1.5 GPF URINAL	$53.35	$28.99
3317003	R1003A REBUILD KIT REGAL 3.5 GPF CLOSET	$53.35	$28.99
3317004	R1004A REBUILD KIT REGAL 1.6 GPF CLOSET	$53.35	$28.99
3317005	R1005A REBUILD KIT REGAL 1.0 GPF URINAL	$53.35	$28.99
3317020	R1006A REBUILD KIT REGAL 1.28 GPF CLOSET	$53.35	$28.99
3317011	R1011A REBUILD KIT REGAL 0.5 GPF URINAL	$53.35	$28.99
3317012	R1012A REBUILD KIT REGAL 2.4 GPF CLOSET	$53.35	$28.99
3317026	R1122A TUNE-UP KIT 3.5 GPF CLOSET	$61.90	$33.99
3317027	R1121A TUNE-UP KIT 1.6 GPF CLOSET	$61.90	$33.99
3317028	R1124A TUNE-UP KIT 1.28 GPF CLOSET	$61.90	$33.99

3317029	R1128A TUNE-UP KIT 1.5 GPF URINAL	$61.90	$33.99
3317030	R1127A TUNE-UP KIT 1.0 GPF URINAL	$61.90	$33.99
3317031	R1126A TUNE-UP KIT 0.5 GPF URINAL	$61.90	$33.99
5302305	B50A HANDLE ASM REGAL REP KIT	$6.50	$3.59
3323192	V551A VAC BRKR REP KIT (V500A/V500AA)	$6.00	$3.39