

# LIEBHERR

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LIEBHERR USA CO.  
REFRIGERATORS AND FREEZERS DIVISION

## Liebherr USA, Co.

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### Unilateral Minimum Resale Price Policy – Monolith Products

Effective as of January 1, 2019, Liebherr USA Co., Refrigerators and Freezers Division (“Liebherr”) unilaterally adopts this Unilateral Minimum Resale Price Policy (“Policy”) to apply to sales of each Liebherr Monolith product listed on Exhibit A (each a “Product”) by dealers selling those Products to end users (“Dealers” selling to “Customers”). Liebherr implements this Policy to protect the brand image and market position of its Products and to ensure that its Dealers are able to offer the necessary service and support for those Products.

#### Unilateral Minimum Resale Price

Exhibit A identifies a unilateral minimum resale price (“UMRP”) for each Product. Liebherr may modify or update Exhibit A from time to time by written notice to Dealers. Each Dealer is free to advertise or sell any Product at any Net Price that Dealer deems appropriate. Liebherr does not ask for and will not accept any Dealer’s assurance of compliance or agreement with this Policy or with any UMRP of any Product. Liebherr will not discuss Policy compliance with any Dealer.

#### Net Price

The Net Price of a Product is the price at which a Dealer advertises, sells, offers to sell or otherwise provides a Product to a Customer, after:

- Taking into account all discounts, deductions, rebates and allowances given to that Customer, including gift cards, coupons, manufacturer or other rebates and other consideration given by the Dealer
- Subtracting the fair market value (as determined by Liebherr) of any free goods, services or similar benefits provided to the Customer by the Dealer and considered by Liebherr to be part of the sale, including installation of a Product
- Subtracting the difference between the fair market value (as determined by Liebherr) and the amount paid, of any reduced-price goods, services or similar benefits provided to the Customer by the Dealer and considered by Liebherr to be part of the sale
- Excluding, if paid by Customer, all applicable taxes and all shipping and insurance charges

Free or reduced freight, delivery, removal and disposal of other appliances replaced with the Product, and retail financing offered on the Product and similar Products will not be considered a discount or be deducted from the Net Price of a Product.

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## Exceptions

This Policy does not apply to sales of Products by Dealers that are covered by one of the following exceptions, and for which the Dealer's customer invoice clearly identifies the applicable exception in writing:

- Used, damaged or "as-is" Products that were not intentionally altered to avoid compliance with this Policy
- Employee purchase programs available to employees of Liebherr, its distributors or Dealers for their personal use
- Sales or quotes to builders or remodelers of large real estate projects and who are not end users, as approved by Liebherr

## Violations

If Liebherr verifies to its satisfaction that a Dealer advertises, sells, offers to sell or otherwise provides a Product to an end user at a Net Price for that individual Product that is lower than the UMRP for that Product (any such act a "Violation"), Liebherr will send written notice to the Dealer and will have the sole discretion to discontinue supply to the Dealer of the Product for which the Violation occurred for a period of 3 months. The discontinuation of supply of the Product for which the Violation occurred will not affect the Dealer's right to purchase other Products.

If Liebherr verifies to its satisfaction that a Dealer has committed three (3) Violations, Liebherr will send written notice to the Dealer and will have sole discretion to discontinue supply to the Dealer of all Products.

The price of each Product advertised, sold, offered for sale or otherwise provided to a Customer must be individually identified on any advertisement, quote, bill of sale, invoice or communication to a Customer. The failure of a Dealer to do so will be deemed to be a Violation of this Policy.

## Modification

This policy may be modified in any way or discontinued in whole or in part by Liebherr at any time by written notice.

## Policy Administrator

All questions or requests for additional information regarding this Policy, and all information regarding potential violations of this Policy **MUST BE IN WRITING** and must be addressed only to the Policy Administrator at the following address:

Policy Administrator  
UMRP@Liebherr.com

The Policy Administrator is the only person authorized by Liebherr to answer questions regarding this Policy or to accept information regarding potential violations of this Policy. Liebherr sales personnel are not authorized to discuss this Policy with Dealers. No Liebherr employee or representative, including the Policy Administrator, is authorized to waive or negotiate this Policy.

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EXHIBIT A LIST OF MONOLITH PRODUCTS AND UMRP

MODEL NUMBER	UMRP
MRB 3000	\$5,639
MRB 2400	\$4,699
MF 2451	\$5,359
MF 1851	\$4,419

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Andreas Hansen