



UNILATERAL MINIMUM RESALE PRICE POLICY

BSH Home Appliances Corporation (herein referred to as "Thermador"), unilaterally determined to implement the following Unilateral Minimum Resale Price Policy (the "Policy") effective April 1, 2014 (the "Effective Date") which is applicable to each Thermador authorized dealer (individually, a "Dealer") with respect to all Thermador products (individually, a "Thermador" and collectively, the "Thermador"):

Each Dealer remains free to establish its own resale prices. If any Dealer that independently chooses not to follow the Policy offers (including through quotation), sells (whether in-store, through a catalog or otherwise) or otherwise provides (except in exchange for bona fide returns) one or more of the Thermador series Products during the Policy Period at a net adjusted price less than the UMRP established by Thermador and communicated to such Dealer, that action will be considered by Thermador to be an independent choice by such Dealer not to follow (i.e., to deviate from) the Policy.

The Policy Period

For purposes of this Policy, the "Policy Period" with respect to a Dealer means the time period beginning on the Effective Date and ending on such termination date as may be described in a future written notice to such Dealer from Thermador.

Calculation of Net Adjusted Price

For purposes of this Policy, "net adjusted price" means the lower of the price at which a Thermador series Product is offered by a Dealer to a customer (potential or actual) and the price actually paid to a Dealer for a Thermador series Product by such Dealer's customer after:

- taking into account all discounts, deductions, rebates and allowances given to such customer (regardless of source, whether given or taken at the time of sale or otherwise and considered by Thermador to be part of such offer or sale);
- excluding, if paid by such customer, all applicable taxes (provided, however, that if such Dealer pays any or all of such taxes that otherwise would be paid by such customer, the amount paid by such Dealer will be considered a discount, except as otherwise provided in this Policy, but shipping and delivery charges shall not be considered a discount, and "set-in-place" installation shall not be considered a discount). Normalizing Adjustments to equalize the tax rate paid in the lowest taxing jurisdiction, within 150 miles at the point of sale, if an authorized Thermador distributor is located there, shall not be considered a discount.
- subtracting, in the case of free goods or services and similar benefits for such customer

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provided or made available by such Dealer, the **fair market value** (as determined by Thermador) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by Thermador to be part of such offer or sale); and

- subtracting, in the case of reduced-price goods and services and similar benefits for such customer provided or made available by such Dealer, the difference between: (a) the **fair market value** (as determined by Thermador) of all such goods, services and benefits (regardless of source, given or taken at the time of sale or otherwise and considered by Thermador to be part of such offer or sale) and (b) the amount to be paid or actually paid for such goods, services and benefits.

Examples of things that will be taken into account include, without limitation, rebate checks, free gift cards, free or discounted items, and phantom cash deposits.

Certain Free or Reduced-Price Services Not Considered Discounts

Notwithstanding anything to the contrary in this Policy, any or all of the following are the only approved services which may be offered or provided by a Dealer for free or at a reduced price without it or them being considered to be a discount when offered or provided in connection with a purchase that includes at least one of the Thermador Products, as long as the value thereof is reasonable (as determined by Thermador):

- In-home or in-store Chef prepared meals provided no monetary value is claimed or advertised either in writing or verbally;
- Delivery and/or installation of products “set in place” (but not installation of “built-in” products);
- Removal and disposal of any or all of the appliance(s) replaced with such purchase;
- Free or below-market financing.

Additional Restrictions

Use by a Dealer (directly or through another party on behalf or for the benefit of such Dealer) of any or all of the following terms, descriptions, conditions or offers (or the substantive equivalent of any or all of them as determined by Thermador) in connection (directly or indirectly) with the offering or sale of any or all of the Thermador Products will be deemed to be a violation of this Policy with the same effect as advertising, promoting, offering, selling or otherwise providing each of the Thermador Products in connection with such use at less than its or their respective UMRP:

- any price(s) for any or all the Thermador Products provided over the Internet;
- except as otherwise permitted by this Policy, matching a lower price offered by another seller or exceeding the discount implicit in such lower price;
- an invitation to call, e-mail or otherwise communicate to obtain a price, IF such price is less than the UMRP.

Failure to Itemize

The failure of the Dealer to itemize on any or all proposals, quotations, contracts and invoices provided to or prepared for the benefit of any or all of such Dealer's potential customers and customers the price charged for all Thermador products and services shown or referred to on such proposal(s), quotation(s), contract(s) or invoice(s) will be deemed to be a violation of this Policy with the same effect as selling or otherwise providing each of the Thermador Products in connection with such use at less than its or their respective UMRP.

Exemptions

Any Dealer offering or selling to a potential customer or customer one or more of the Thermador series Products after the Effective Date below its or their respective UMRP is exempt from this Policy, if such offering or selling is due to any or all of the following done by such Dealer: Each sale or potential sale of:

- Authorized 'B' Stock or Scratch and Dent Products purchased as such from BSH. Such 'B' Stock or Scratch and Dent designation must clearly be stated on applicable quotes and invoices. Such products may not be advertised individually with a price below the UMRP;
- Thermador Products sold in conjunction with Thermador's Model Home program;
- Thermador Products to Dealer's employees;
- Non-new Thermador Products including floor models or cosmetically damaged products; said status and/or condition must be noted as such clearly and conspicuously on the consumer invoice;
- Discontinued products designated via the Thermador Obsolete list.

Builder UMRP

Sales to Builders shall be subject to the terms and conditions described in this policy.

Thermador, in its sole discretion, reserves the right to exempt the following from its UMRP Policy:

- National Agreements;
- Builder projects through Project specific Quotations

Advertising of Thermador Products

Thermador Products can be advertised in accordance with the terms of this policy. For other non-price advertising requirements, see the Thermador *Minimum Advertising Price Policy*.

Thermador Products may be **advertised** and sold on the internet. Terms of this policy apply price through final in-cart price. Selling radius of 150 miles from brick and mortar location referenced in the Thermador Agreement applies to on-line sales as well.

In all ads, both internet and print, Thermador Products must specifically be excluded from other discounts (including Thermador) specified in parts of the Thermador Minimum Advertised Price Policy.

Additional Policy Terms and Conditions

This Policy and each UMRP may be modified, extended, suspended, discontinued or rescinded in whole or part by Thermador in writing at anytime (including without limitation during any Thermador promotional period(s)), with such action(s) effective immediately or as otherwise described by Thermador. If Thermador negotiates a price with a customer that is less than the UMRP and offers a Dealer the opportunity to fulfill a contract at such price, acceptance by such Dealer of such opportunity will not constitute a deviation from this Policy. Any explanation provided in connection with this Policy is intended to help answer questions, but is not itself part of this Policy. In the event of any disagreement over the interpretation or enforcement of this Policy, Thermador's view will control.

Thermador will not discuss any conditions of acceptance related to this Policy. In addition, Thermador neither solicits, nor will it accept, any assurance of compliance with this Policy. Notwithstanding anything to the contrary which may be expressed or implied in such

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agreements as may exist between a Dealer and Thermador, nothing therein shall constitute an agreement by such Dealer to comply with this Policy.

Questions and Additional Information Regarding the Policy

All questions or requests for additional information regarding this Policy or information regarding potential violations of this Policy (which must be in writing) are to be addressed to the Policy Administrator at the following address:

BSH Home Appliances Corporation

1901 Main Street, Suite 600

Irvine, CA 92614

Attn: Policy Administrator

The Policy Administrator is the only person authorized by Thermador to answer questions regarding this Policy, or to accept information concerning potential violations of the Policy.

Complaints about alleged policy violations are not solicited and will not be entertained from any retail dealer or other third party.