

## **Stonemaier, LLC. | Internet Minimum Advertised Price Policy**

Effective February 3, 2025.

Effective October 1, 2024, Stonemaier, LLC. ("Stonemaier") has adopted the following Internet Minimum Advertised Price ("IMAP") Policy applicable to all Stonemaier, LLC. distributors, retailers, and resellers (collectively, "partners") selling Stonemaier products within the United States.

### **1. Covered Products:**

This IMAP Policy applies to the Stonemaier products with IMAP prices listed on the [Stonemaier Direct Retailer Product Pricing and Availability sheet](#). The Stonemaier Direct Retailer Product Pricing and Availability sheet and IMAP prices cited therein are subject to change by Stonemaier at any time at Stonemaier's sole discretion. This policy does not apply to discontinued, retired, used, damaged or distressed merchandise. Stonemaier may also, from time to time, announce promotional periods during which the IMAP Policy will not apply with respect to all or some Covered Products.

### **2. Policy:**

In a unilateral policy decision concerning the marketing of its products, Stonemaier has determined that select Stonemaier products should not be advertised on the internet at a price less than the IMAP price according to the Stonemaier IMAP Price List. This IMAP Policy does not restrict our partners' actual sales price. Our partners remain free to sell Stonemaier products at any price.

### **3. Definition of Advertising:**

The IMAP Policy applies to all Internet advertisements of Stonemaier products, including but not limited to online banners, coupons, emails, catalogs, sponsored links, websites operated by, affiliated with and/or linked to the partner's website, social media sites, apps, or any other forms of electronic media accessible on the Internet. Internet auctions may not display or have reserved bid or other acceptable prices for Stonemaier products below the IMAP price for such products.

The IMAP Policy does not apply to pricing locked behind paid membership programs. However, the member price must not be advertised on the product page to non-members.

This IMAP Policy does not apply to "non-internet advertisements," or "price quotes," as those terms are defined here:

- A "non-internet advertisement" is a partner-initiated media message and/or message aimed at the general public through a medium other than the internet like (i) print

advertising (including, newspapers, magazines, inserts, coupons, brochures); (ii) broadcast advertising (including radio and television); (iii) direct advertising (including catalogs, newsletters, direct mail pieces, and flyers, whether mailed, hand delivered, or shipped in-box with product);

- A “price quote” is the price that a partner communicates to a particular customer who inquires about a product covered by this IMAP Policy, whether the inquiry or the quote was transmitted orally, by telephone, or by email.

It shall not be a violation of this IMAP Policy to advertise that a partner “has the lowest prices” or “will meet or beat any competitor’s price” or that a customer may “call for price” or “email for price,” or to use similar language, so long as a price advertised online is not less than the IMAP price, or if a price is not listed.

#### **4. Policy Enforcement:**

Violations of this IMAP Policy will be addressed as follows:

- First Violation: written warning with corrective action required within 2 business days of delivery of the warning.
- Second Violation: written warning with corrective action required within 2 business days of delivery of the warning, after which Stonemaier may commence a stop ship order.

Effective as of the warning date of each violation, and continuing for at least 30 days, no new orders will be accepted from the violating partner for the relevant IMAPP product, and all pending orders will be delayed and may be canceled at the sole discretion of Stonemaier.

For ongoing violations, Stonemaier reserves the right to take such action as it deems necessary and reasonable to assure compliance with this policy. Ongoing violations of this agreement may result in termination of a partner's right to purchase Stonemaier product, suspension of payment terms, acceleration of payment obligations, or elimination of discounts.

#### **5. Bundles:**

Unless a Bundle offered by a partner (i) originates from Stonemaier, or (ii) otherwise has been expressly approved in advance by Stonemaier, a Bundle will violate the IMAP standards if, after applying the IMAP to the IMAP Products in the Bundle, the remaining value ascribed to the non-IMAP Products is less than the fair market value as determined by Stonemaier.

This policy is a unilateral statement of our intent and is not a contract or an offer to form a contract. This IMAP Policy is non-negotiable and does not constitute an agreement between Stonemaier and any partner. Stonemaier is not seeking, and will not accept, a response or any

assurance of compliance from a partner. Any and all questions regarding this policy should be directed to Stonemaier's Policy administrator at [susannah@stonemaier.com](mailto:susannah@stonemaier.com). No other Stonemaier personnel besides Susannah Eisenbraun (Sales Relationship Manager) and Alex Schmidt (COO) are authorized to discuss any aspect of this policy, or the application of this policy to any specific partner.