



## RESELLERS UNILATERAL PRICE POLICY

Effective January 25, 2021

Ergotron, Inc. (“Ergotron”) is a movement company. Since our founding in 1982, we’ve improved how people work, learn, play and care for others by creating environments that help people thrive. Our products, including sit-stand desks, monitor arms, charging carts, medical carts and more, are found in offices, homes, classrooms and hospitals around the globe. We’re a professional-grade brand with a commitment to quality and safety that’s unrivalled in this growing industry. Our products are well-designed and rigorously tested are long-lasting, which delivers a strong return on investment to our customers. Ergotron is proud of its well-deserved reputation and appreciates the efforts of our distributors and resellers who have supported our products and served our users by providing the essential services and value which have made us successful in a very competitive environment.

We recognize that our select high-quality authorized resellers (“Resellers”) invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentations. To support these efforts, Ergotron wishes to establish policies that allow such Resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from them and Ergotron.

In order to successfully compete in the marketplace and to maintain its premium brand image, Ergotron has adopted this unilateral price policy for Resellers (the “Unilateral Price Policy”). Hereafter, all sales from Resellers to end users of Products (as defined below) as set forth in Ergotron’s *Unilateral Price Grid* (attached) inside the United States and Canada shall be subject to this Unilateral Price Policy.

Products bearing the ERGOTRON trademarks (the “Products”), and their coordinating minimum resale or advertised prices, are set forth in the attached Unilateral Price Grid, or shall be delivered or otherwise made available by Ergotron to the Resellers. Ergotron reserves the right from time to time to alter, modify, suspend, or cancel this Unilateral Price Policy, the Products covered, and the minimum resale or advertised prices that will be applied as of the date of its communication to the Resellers.

This Unilateral Price Policy does not restrict the Reseller’s right to establish independent advertised and/or resale prices of the Products. Ergotron reserves the right to determine whether a Distributor has sold or advertised a Product at a net price less than the minimum applicable resale or advertised price established in this Unilateral Price Policy. Upon such determination, Ergotron may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the Distributor.

This Unilateral Price Policy has been unilaterally adopted by Ergotron. Ergotron neither solicits nor will it accept assurances by a Reseller of acquiescence with this Policy. Nothing in this Policy shall constitute an agreement between Ergotron and any Reseller of compliance with this Policy. The Reseller can choose to acquiesce or not acquiesce with this Unilateral Price Policy. Ergotron will not discuss conditions of acceptance related to this Policy. This Unilateral Price Policy is non-negotiable and will not be altered, modified, or amended for any Reseller.



Combining a Product(s) from the *Unilateral Price Grid* with any other product for a sales price lower than the combined price of what the two (2) Products could be purchased independent of each other, shall not constitute acquiescence with Ergotron's Unilateral Price Policy.

Offering a discount of any amount that would effectively reduce the price of a Product below the price(s) listed in the attached applicable Unilateral Price Grid shall be considered non-acquiescence with this Policy.

The offer of free shipping or financing on Product(s) in the *Unilateral Price Grid* shall constitute acquiescence with Ergotron's Unilateral Price Policy.

Ergotron's sales personnel have no authority to modify or grant exceptions to this Unilateral Price Policy. If any director, officer, employee, representative, or other agent of Ergotron tries to coerce a Reseller to agree to the price at which such Reseller advertises or resells Products, such action shall be considered void, unauthorized, and without effect and such Reseller shall promptly notify Ergotron's Policy Coordinator. All questions regarding interpretation of this policy should be directed to the Ergotron Policy Coordinator at: [administrator@brandprotection.ergotron.com](mailto:administrator@brandprotection.ergotron.com)