



Minimum Advertised Price ("MAP") Policy

Effective September, 2022

Enerpac is a recognized global leader in industrial high pressure tools and equipment. It maintains a significant investment in a consistent brand image emphasizing quality, safety and productivity. In keeping with that image, Enerpac believes that Enerpac branded products ("Enerpac Products") should be advertised at prices that reflect and protect the value of its brand.

For this reason, Enerpac has unilaterally established this Minimum Advertised Price ("MAP") Policy for all Enerpac Products. MAP is list price. Distributors and retailers may not advertise Enerpac Products at prices that are below the current Enerpac resale (list) price.

This MAP Policy applies to all forms of and mediums for advertising, including without limitation, advertisements appearing at, on or in" magazines, newspapers, inserts, catalogs, coupons, billboards, brochures, posters, flyers, direct and indirect mailings, trade shows and trade show materials, websites, on-line portals, shopping and media sites, mobile devices, RSS (Rich Site Summary) feeds, blogs, texts, e-mails and e-mail links, on-line banners and any media advertisements ("Advertisements").

This MAP Policy applies only to advertised prices. Distributors and retailers are free to sell Enerpac Products at whatever prices they choose. Enerpac does not seek, nor will it discuss or accept, any agreement or assurance from any distributor or retailer concerning the prices at which the distributor or retailer decides to sell Enerpac Products. Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an actual purchase (an internet order), the price becomes the selling price and is not bound by this MAP Policy.

From time to time, Enerpac may choose to offer special promotions on certain Enerpac Products. In such an event, Enerpac reserves the right to modify or suspend this MAP Policy in whole or in part by notifying distributors and retailers of the duration and nature of the modification or suspension. Enerpac Resellers shall not sell Enerpac Products to any other resellers that advertise or otherwise promote Enerpac Products in any media or online that violates this policy

Enerpac Resellers shall not promote, market, advertise, offer to sell or sell any Enerpac Product on or through any online marketplace or auction service (e.g., EBAY, AMAZON MARKETPLACE OR LIKE WEBSITES), except as authorized in writing in advance by Enerpac, which consent may be reasonably withheld or withdrawn at any time by Enerpac.

Failure to abide by this MAP Policy will result in such consequences as Enerpac, in its sole discretion, may determine. These consequences may include, without limitation, ineligibility to participate in advertising and/or sales programs, loss of Marketing Develop Funds (MDF) support or co-operative advertising funds, loss of quality pricing, loss of access to particular Enerpac Products and termination of eligibility as an authorized Enerpac distributor or retailer.

This MAP Policy has been adopted unilaterally and is not negotiable. Enerpac (i) will investigate and resolve any reported violation unilaterally and in its sole discretion, and (ii) will communicate its decision solely to the particular distributor or retailer who is the subject of any investigation. ENERPAC SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS MAP POLICY OR HAVE ANY COMMUNICATIONS WITH ANY DISTRIBUTOR OR RETAILER REGARDING VIOLATIONS OF THIS MAP POLICY.

Enerpac may engage in monitoring of advertised priced of Enerpac Products, either directly or via the use of third parties. Third parties retained by Enerpac may engage in monitoring of any advertisements.

All questions or comments regarding this MAP Policy should be directed to the policy administrator. The policy administrator shall be solely responsible for determining whether a violation of this MAP Policy has occurred, for communicating any violations with the distributor or retailer, and enforcing consequences, if any. Distributors and retailers, who are in doubt as to whether a planned advertisement will comply with this MAP Policy, should contact the policy administrator for guidance.

Examples of advertisements that comply with this MAP Program:

*Free shipping and/or handling, 0% sales tax, or free financing promotions

*Price matching policies. Price matching cannot be used as a valid reason for violations of Enerpac’s MAP Policy. Advertised price must always be at MAP or higher.

Examples of advertisements that do not comply with this MAP Policy:

* “Bundling” or the inclusion of free or discounted products (whether made by Enerpac or another manufacturer) with an Enerpac Product if it has the effect of discounting the advertised price of the Enerpac product below the MAP Pricing.

* Offering a cash rebate on the purchase of an Enerpac Product, if the net price falls outside the MAP Pricing for such Enerpac Product.

*Additional discounts through coupons, free gift/credit cards, redeemable goods, points and services, cash back or future discounts and similar offers are considered Advertisements under this policy,

Pricing information displayed for potential customers who follow links such as “in cart for sale/discounted sale price”; “click here for sale price”, “click for our price”, “stricken text (e.g. \$499)”, or other similar text or symbols are considered Advertisements under this Policy.

Please note that the above examples are not exhaustive and may not necessary comply with local advertising laws. Instances of compliance and non-compliance are not limited to these examples. Enerpac reserves the right, acting in its sole discretion, to make a final determination as to the compliance of any advertisement. Distributors and retailers are responsible for ensuring that their advertising of Enerpac Products complies with all applicable local, state and federal laws, ordinances and statutes.

Enerpac reserves the right to modify, suspend or cancel this MAP Policy, in whole or in part, at any time and for any reason.
