

MINIMUM ADVERTISED PRICE POLICY

I. RATIONALE FOR POLICY

Meridienne International, Inc. d/b/a Atlantic Water Gardens (AWG) is a respected brand in high-end landscaping products. AWG brands and products have become leaders in the landscaping products industry by strong support, marketing, and quality service by independent retailers. AWG is committed to developing and maintaining a strong partnership with its independent retail customers. It is our responsibility to protect and nurture the quality and image of our brand and to ensure that our products are readily available in the marketplace.

II. ADVERTISING POLICY

1. All resellers of AWG's Products must comply with AWG's MAP Policy in all advertising of AWG products.
2. As used herein, the term advertising applies to any advertising medium including, without limitation, print advertising, television, radio, Internet websites, ecommerce websites, banner ads, or paid search results such as Google Adwords.
3. SMS (phone based text messages) are prohibited unless prior approval is granted by AWG.
4. All photos, logos, and marketing copy used to represent or sell AWG brands and products must be obtained under license from AWG's marketing department. All such photos, logos, and copy are the intellectual property of AWG and may not be modified, altered, defaced, or changed in any way.
5. Contact information is provided herein for the purpose of obtaining any and all necessary photographs, designs, logos, copy and any other necessary materials.
6. Resellers may at no time indicate that a prospective customer can call or otherwise contact the reseller for a price quote.
7. Resellers may at no time prior to an AWG product being placed in a customer's shopping cart indicate that a below-MAPP price is or may be available including, without limitation, in the shopping cart and/or downstream from the shopping cart. Any communications including, but not limited to signage; banner ads; e-mail; text messaging; online chat; or any print, telephonic, or electronic communications of any kind that indicate or imply that a shopping cart or checkout price may be lower than the prescribed MAPP price is strictly prohibited. Notwithstanding, neither this paragraph nor any part of this MAP Policy should be construed to bear on an actual price in the shopping cart and/or at any point downstream of the shopping cart including at checkout.

III. ADVERTISED PRICE POLICY

1. This Policy is applicable to all resellers of AWG products.
2. Resellers may not advertise any products at a price lower than prescribed under the most current Minimum Advertised Price (MAP) Policy.
3. AWG reserves the right to set, change, modify or discontinue any product, or MAP, at any time, without notice and without liability.
4. AWG reserves the exclusive right to modify this policy at any time according to its sole discretion.
5. It is the sole responsibility of resellers to ensure that its advertised prices comply with the most current version of the MAP Policy.
6. AWG may refuse to supply products to any reseller who fails to adhere to AWG's MAP Policy.
7. AWG may choose to supply resellers who comply with this Policy with AWG products, marketing materials, intellectual property, and/or dealer incentive programs at the sole discretion of AWG.
8. Unless otherwise noted on MAP price list, discontinued products or products otherwise selected by AWG as suitable for closeout pricing may be advertised at any price at the discretion of resellers; however, all advertised closeout prices for AWG products must indicate that the product is a closeout item.
9. This Policy does not apply to non-advertised prices.
10. This Policy is not negotiable. AWG shall determine MAP for all products in its sole and absolute discretion.
11. AWG does not seek and will not accept your agreement with this Policy.
12. MAPP violators who refuse to comply with MAPP after being notified according to Section V herein will be placed on a do-not-sell list. Any sale by another AWG reseller to a reseller on the do-not-sell list will place the other AWG reseller in violation of this Policy.

IV. COMPLIANCE INCENTIVES

1. Resellers who unilaterally decide to fully comply with every provision of this policy are eligible to be named an AWG Certified Reseller and thus to receive a free license to use the AWG certification mark, AWG artwork, and AWG marketing copy.
2. AWG will only recommend Certified Resellers.
3. AWG product warranties apply only to products purchased from AWG Certified Resellers.

4. Resellers will be subject to forfeiture of any license granted by AWG if the reseller is found in non-compliance with any provision of this Policy.

V. VIOLATIONS

A. **Violations by Certified Resellers**

1. **First Violation:** If a Certified Reseller is found to have violated this policy the reseller will be notified by AWG in writing of the violation(s) and warned of the consequences of a second violation; written notice may be via e-mail. Reseller must communicate to AWG within 48 hours of the email time-stamp (i) the specific steps necessary to remediate the violation, and (ii) the date when remediation will be completed. Reseller will also report completion of these steps no later than the date specified by the reseller, or if AWG deems the reseller's date unreasonable, another date specified by AWG. Failure to comply will result in revocation of Certified Reseller status for three months, which includes revocation of all licenses to use AWG intellectual property such as, without limitation, marketing copy and product photos. AWG will refuse to sell its products to the reseller during the revocation period and will place the reseller on a do-not-sell list during this time.

2. **Second Violation:** If a second violation occurs within the one (1) year period following notification of a first violation, the reseller will be notified in writing of the violation(s); written notice may be via e-mail. Consequences for a second violation include, without limitation, revocation of Certified Reseller status for three (3) months from the date of the second notification. AWG will refuse to sell its products to the reseller during the revocation period and will place the reseller on a do-not-sell list during this time. AWG reserves the right to raise the price of products sold to resellers with two or more violations.

3. **Third Violation:** If within the two (2) year period following a second violation notice a third violation occurs, the reseller will be notified in writing of the violation(s); written notice may be via e-mail. Consequences for a third violation include, without limitation, revocation of Certified Reseller status for one (1) year from the date of the third violation notice. AWG will refuse to sell its products to the reseller during the revocation period and will place the reseller on a do-not-sell list during this time.

4. **Requalification:** Resellers may re-qualify as a AWG Certified Reseller and purchase of AWG products during a suspension at the sole discretion of AWG. Such Requalification may be allowed in cases where the reseller is controlled by new owners and/or management following a violation.

B. **Violations by Non-Certified Resellers**

1. **First Violation:** If a reseller is found to have violated this policy the reseller will be notified by AWG in writing of the violation(s) and warned of the consequences of a second violation; written notice may be via e-mail. Reseller must communicate to AWG

within 48 hours of the email time-stamp (i) the specific steps necessary to remediate the violation, and (ii) the date when remediation will be completed. Reseller will also report completion of these steps no later than the date specified by the reseller, or if AWG deems the reseller's date unreasonable, another date specified by AWG. If the reseller fails to comply AWG will refuse to sell its products to the reseller for a period of three (3) months and will place the reseller on a do-not-sell list during this time. If the reseller is found to be using AWG photos, marketing copy, other copyrighted materials, or AWG certification marks without a license, AWG reserves the right to take appropriate legal action for copyright and/or trademark infringement.

2. Second Violation: If a second violation occurs within the one (1) year period following notification of a first violation, the reseller will be notified in writing of the violation(s); written notice may be via e-mail. As a consequence for a second violation AWG will refuse to sell its products to the reseller for a period of three (3) months and will place the reseller on a do-not-sell list during this time. If the reseller is found to be using AWG photos, marketing copy, other copyrighted materials, or AWG certification marks without a license, AWG reserves the right to take appropriate legal action for copyright and/or trademark infringement.

3. Third Violation: If within the two (2) year period following a second violation notice a third violation occurs, the reseller will be notified in writing of the violation(s); written notice may be via e-mail. AWG will refuse to sell its products to the reseller for a period of one (1) year and will place the reseller on a do-not-sell list during this time. If the reseller is found to be using AWG photos, marketing copy, other copyrighted materials, or AWG certification marks without a license, AWG reserves the right to take appropriate legal action for copyright and/or trademark infringement.

VI. DEFINITIONS

Advertised Price: All published, or publicly posted/displayed prices, regardless of the manner communicated and irrespective of the format, medium or method of communication, whether it be by electronic mail, postcard, flyer, radio, television, billboard, magazine, trade journal, banners, newspaper insert, website banner or similar ad, webpage, facsimile, mailings, pre-recorded telemarketing messages, or any other form.

Product(s): All items enumerated in the current MAP Price List.

Reseller: Any natural or juristic person that sells AWG Products as, or as part of, a trade or business.

MSRP: Manufacturer's Suggested Retail Price.

Sale Price: Any price below MSRP and/or MAP.

Closeout Price: Any price adopted with the intent not to restock the relevant AWG Product.

Further information

The most current version of this document is available at via e-mail from mapp@atlanticwatergardens.com. Current MAP prices are available at www.atlanticwatergardens.com or can be obtained through your distributor. Customers will be notified of closeout pricing by e-mail on an as-needed basis. All questions concerning this MAP Policy, MAP Price Lists, and requests for logos, photographs, or marketing copy may be obtained by contacting the AWG Marketing Department at e-mail mapp@atlanticwatergardens.com.