



DEALER POLICY v9.0

Revised April 4th, 2023

REPLACES PREVIOUS MAP AND IMAP POLICIES

Wolf Steel Ltd. and certain of its affiliates, Wolf Steel USA Inc. and Napoleon Appliance Corporation, (collectively, **"Wolf"**) unilaterally implemented an IMAP (Internet Minimum Advertised Price) Policy in January 2013, a MAP (Minimum Advertised Price) Policy in March, 2015 and a Dealer Minimum Advertised Price (MAP) Policy on February 1, 2020 (collectively, the **"Previous Policies"**). This Dealer Policy (this **"Policy"**) will replace the Previous Policies effective May 15, 2020 (the **"Policy Effective Date"**). Until the Policy Effective Date, the Previous Policies remain in full force and effect, and violations under the Previous Policies will be addressed according to their terms. In addition, violations under the Previous Policies will be carried over to this Policy on the Policy Effective Date.

This Policy (1) is applicable to each reseller located in Canada, the United States of America (**"U.S."**) and Mexico that promotes and sells or either thereof (whether doing so directly or through one or more others that do such things as advertise or fulfill orders on behalf of such reseller) any or all products from Wolf (individually, a **"Wolf Product"** and, in the plural, **"Wolf Products"**) to end users (individually, a **"Dealer"** and, in the plural, **"Dealers"**) and (2) establishes a minimum advertised price (**"Minimum Advertised Price"** or **"MAP"**) and referring to either the singular or the plural or both, **"MAP(s)"**) for each of certain Wolf Products as specified in notice from Wolf to Dealers provided or made available electronically or otherwise, such as, but not limited to, posting on the website(s) designated by Wolf or appearing in the "Napoleon MAP Price Lists" and Interim "Product Price Sheets" issued by Wolf and published on the my.napoleon.com dealer portal (individually, a **"MAP Product"** and collectively, the **"MAP Products"**).

1. Purpose. This Policy has been adopted in an effort to prevent advertising that degrades the value of Wolf Products and assist in maintaining the high-quality positioning of Wolf brands, as well as to protect the investment of those Dealers that provide valuable services to end users. In particular, Wolf has determined that this Policy is a necessary component of its strategy to reduce or minimize distribution channel conflicts and to ensure that Wolf's product lines are adequately supported with effective marketing, merchandising, displays and pre-sale and post-sale customer service and education.

2. Application.

(a) Offering Prices Only

This Policy applies: (i) only to the price(s) at which any or all of the MAP Products is or are made available in any way (whether through advertising, promotion, proposal, quotation or otherwise and regardless of place or medium used) (individually and collectively, **"offering"** and its variants) and not to actual sales price(s), so **each Dealer remains free to sell at any price(s) it chooses** and (ii) to all offers made by or on behalf of a Dealer containing Price Information, including, but not limited to, Conventional Advertising and Electronic Content. **When applied to websites, this Policy considers Price Information appearing or otherwise conveyed both outside-the-cart (or other container) and in-the-cart (or other container) to be subject to this Policy.**

(b) Certain Definitions

For purposes of this Policy: (i) **"Price Information"** means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount or value) and anything which Wolf considers to be the substantive equivalent; (ii) **"Conventional Advertising"** means, but is not limited to newspapers, magazines, direct mail, catalogs, radio, television and signs; and (iii) **"Electronic Content"** means information which (A) can be accessed directly through any hypertext link, by any other method which uses hypertext transfer protocol (http) or anything which Wolf considers to be the substantive equivalent or (B), to the extent not covered by the preceding description, is provided by or on (1) one or more mobile apps or mobile sites for devices (such as tablets and smartphones), (2) social media (e.g., Twitter feeds and Facebook), (3) Internet shopping sites, marketplaces and comparison search engines (CSEs) to which a Dealer supplies pricing information (e.g., Google Shopping, Buy.com, eBay, Amazon and PriceGrabber), (4) electronic solicitations or other electronic communications (e.g., robocalls, caller-on-hold and other audio recordings, messaging (e.g., SMS (text), MMS (multimedia) and IM (instant)), webcasts, email and online or other electronic chats) and (5) all electronic media advertisements (e.g., email newsletters, pop-ups and banners); and (iv) **"Selling"** means selling, offering for sale and/or listing for sale.

(c) Violations of this Policy

Although each Dealer remains free to establish its own resale prices, such Dealer violates this Policy by: (i), directly or indirectly through another party on behalf or for the benefit of such Dealer, offering, one or more of the MAP Products during the Policy Period at a Net Adjusted Price less than the corresponding MAP(s) established by Wolf from time to time and communicated to such Dealer or (ii), as provided in this Policy, being deemed to have violated it. For purposes of compliance with this Policy, each business (regardless of the name(s) used and location(s)) directly or indirectly owned, operated or associated with a Dealer (as determined by Wolf) will be considered to part of such Dealer, so that each violation by any such business will be aggregated with that or those of each other such business and attributed to such Dealer. Failure of a dealer, that has received notice of a violation of this policy from Wolf and a deadline, to remove or stop or cause to be removed or stopped the offending reference(s), text or conduct by such deadline, shall also be deemed to be a violation of this policy.

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3. Additional Definitions. For purposes of this Policy: (a) **"Policy Period"** with respect to a Dealer means the twelve (12) month period beginning with such Dealer's immediately prior violation of this Policy or the Previous Policies, the date of which violation will be deemed to be the date of notice of such violation from Wolf to such Dealer or as otherwise specified by Wolf and (b) **"Net Adjusted Price"** means the price at which a MAP Product is offered by or for the benefit of a Dealer to a customer (potential or actual) after (i) applying all discounts and similar price reductions, (ii) excluding certain taxes and shipment charges and (iii) giving effect to the value of free or reduced-price bundles. Specifically, Net Adjusted Price will be calculated by:

- taking into account all discounts, deductions, rebates and allowances offered to such customer (regardless of source, whether given or taken at the time of sale or otherwise and considered by Wolf to be part of such offer or sale), except that an offer or sale using or applying a rebate, coupon or the equivalent (as determined by Wolf) will not be considered part of Net Adjusted Price if such rebate, coupon or the equivalent is provided by Wolf or its designee(s) (A) directly to such customer or (B) to such Dealer for provision to and use by such customer);
- excluding, if to be paid by such customer, all applicable taxes and all shipping, delivery and insurance charges (However, if such Dealer offers to pay any or all of such taxes and such charges that otherwise would be paid by such customer, the amount so offered by such Dealer will be considered a discount, except as otherwise provided in this Policy.);
- subtracting, in the case of free goods, services and similar benefits for such customer provided or made available by such Dealer, the fair market value (as determined by Wolf) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by Wolf 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 Wolf) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by Wolf to be part of such offer or sale) and (B) the amount to be paid for such goods, services and benefits.

The fair market value for each MAP Product provided for free or at a reduced price with the purchase of another MAP Product will be its Minimum Advertised Price. From time to time, Wolf may communicate to a Dealer by notice what it considers to be the fair market value for other goods or services.

4. Free or Reduced-Price Financing, Shipping and Assembly Not Considered Discounts. Notwithstanding anything to the contrary in this Policy, any or all of the following may be offered by a Dealer without it or they being considered to be a discount or discounts when offered in connection with a purchase that includes at least one of the MAP Products—free or reduced-price: (a) financing, (b) shipping and (c), for grills only, assembly; provided that, as determined by Wolf (i) such offer applies to all other products in the category in which such MAP Product or such MAP Products reside(s) and (ii) the value thereof is reasonable.

5. Policy Violation Procure Wolf, without assuming any liability, will promptly upon becoming aware of a possible violation of this policy by a Dealer, investigate the possible violation. If Wolf is satisfied that a Dealer has violated this Policy, Wolf will provide notice of such violation to such Dealer. If Wolf determines that the offending reference(s), text or conduct can be removed or stopped or caused to be removed or stopped, Wolf will also provide Dealer a deadline for such removal or stoppage.

6. Consequences: Policy violations shall have consequences as set forth below.

For the first violation during a Policy Period: Wolf will provide notice of the policy violation to all distributors of Wolf ["Distributors"] known to supply the Dealer.

For the second violation during a Policy Period: Wolf will provide notice of the policy violation to all Distributors known to supply the Dealer. If Wolf determines that the offending reference(s), text or conduct can be removed or stopped or caused to be removed or stopped, Dealer will, until such removal or stoppage: (A) be ineligible to participate in Wolf advertising and sales promotions, (B) lose access to all accrued, but unpaid, promotional payments, allowances, rebates and discounts to which such Dealer otherwise is or would be entitled (collectively, **"Accruals"**); (C) relinquish earning or being paid additional Accruals; and (D) have such Dealer's listing deleted from the online dealer locator of Wolf and other directories designated by Wolf.

For the third violation during a Policy Period: Dealer will, until such time as Wolf is satisfied that Dealer has demonstrated a commitment of good will: (A) lose the authorization of such Dealer to purchase Wolf Products so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer; (B) be ineligible to participate in Wolf advertising and sales promotions, (C) lose access to all Accruals; (D) relinquish earning or being paid additional Accruals; (E) have such Dealer's listing deleted from the online dealer locator of Wolf and other directories designated by Wolf; and (F) be placed on a Do-Not-Sell List which List will be distributed to Distributors of Wolf as Wolf sees fit.

6. Minimum Advertised Price. Wolf, at any time, may (a) vary the Minimum Advertised Price for a MAP Product or (b) add to or delete any or all of the MAP Products, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select Wolf program(s) or any other Wolf policy or in any other situation announced by Wolf from time to time. Wolf will endeavor to provide prior notice of each new MAP or such change in the MAP Products, generally not less than five (5) days in advance. While Wolf will communicate each MAP and such change through notice, each Dealer is responsible for making sure that it is aware of the then-current MAP(s) and item(s) of the MAP Products in each circumstance.

7. First to Drop. First to drop is a reference given to a Dealer that is identified by Wolf, as the first Dealer to lower pricing below MAP, which causes other Dealers and/or automated marketplace websites to price match. If identified as first to drop the dealer will be issued a violation notice with the same penalties as a third violation notice.

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8. Other Ways to Violate this Policy. A Dealer (directly or through another party on behalf or for the benefit of such Dealer) using or engaging in any or all of the following terms, descriptions, conditions, offers or activities (or the substantive equivalent of any or all of them as determined by Wolf) in connection (directly or indirectly) with the offering of any or all of the MAP Products (or, if so noted below, any or all Wolf Products, regardless whether it or they are one or more of the MAP Products) will be deemed to be a violation of this Policy:

(a) (i) using the terms “lowest price,” the “lowest prices,” “prices too low to show,” “25% OFF” or similar (as determined by Wolf) (ii) an offer for one or more of the MAP Products at less than its or their MAP(s) resulting from (A) any form of low-price guarantee or (B) offering to match a lower price offered by another seller or (iii) the substantive equivalent (as determined by Wolf) of any or all of these terms or concepts;

(b) in connection with the offering of any or all of the MAP Products: (i) a strike-through of any MAP(s) regardless whether one or more other prices are shown or (ii) the failure to show a price for each of the MAP Products depicted, described or to which a reference is otherwise made;

(c) offering a discount, coupon or rebate applicable to any or all of the MAP Products in return for a social media engagement such as a Facebook “Like”;

(d) other than as expressly authorized by Wolf, with respect to any or all items of Wolf products (or, if so designated by Wolf, just one or more particular items of Wolf products), failing to refrain from knowingly or negligently directly or indirectly (i) advertising, promoting or selling in either or both of the following ways: (A) online in any fashion (unless and only to the extent each business name, storefront, website and marketplace used for such purpose by such Dealer is expressly approved by Wolf for such use and which approval has not been rescinded by Wolf in whole or part) and (B), if such Dealer is headquartered in Canada, outside Canada, and, if such Dealer is headquartered in the U.S., outside the U.S. (except to the extent any or all advertising and promotion efforts cannot be reasonably restricted geographically, but this exception does not apply to sales) and (ii) selling in any or all of the following ways: (A) to anyone for resale, other than (1), in the case of permitted returns, to any or all of the Distributors or Wolf and (2) when such Dealer, acting as one of the Distributors, is authorized by Wolf to sell for resale and (B), except as otherwise allowed by this Policy, to anyone other than actual and prospective end user purchasers (but not resellers) of any or all item(s) of the Wolf products permitted by Wolf, including without limitation to the Special Accounts (for purposes of this Policy, **the “Special Accounts”** means, collectively, each individual or entity so designated by notice from Wolf);

(e) an invitation to click, rollover, visit a location (such as a website, store or showroom) or otherwise communicate to obtain a price, except indicating the ability of customers to make specific inquiries by telephone or email to obtain a price is permissible, as long as neither of the following (or the equivalent as determined by Wolf) is used to transmit Price Information: (i) automated call(s) or (ii) automated “bounce-back” email;

(f) the promotion to group purchasers, except at price(s) no less than each applicable MAP;

(g) a trade-in offer for any or all Wolf products and other products in connection with or applicable to any or all MAP Products, regardless whether a specific trade-in price or value is advertised or promoted;

(h) except as otherwise directed by this Policy, on any or all proposals and quotations provided to or prepared for the benefit of any or all of such Dealer’s potential and actual customers in connection with the offer of any or all of the MAP Products (individually and collectively, **“Customer Communications”**), the failure of such Dealer to itemize the price charged for each of the products and services shown or referred to on such Customer Communications, regardless whether such Customer Communications contain(s) any reference to any or all of the MAP Products; and

(i) selling Wolf products by auction;

(j) selling Wolf’s MAP Products on 3rd party websites (“3rd party sites”) including but not limited to marketplace websites, auction websites, social media marketplaces, classified ad websites and price aggregator websites, and specifically including but not limited to Amazon.com, Amazon.ca, Bestbuy.com, Bestbuy.ca, Walmart.com, Walmart.ca, Ebay.com and Ebay.ca, unless the Dealer has satisfied Wolf that it meets the ‘Online Marketplace Reseller Requirements’ set forth below.

(k) advertising Wolf’s products by more than 10% above MSRP, including inflating advertised retail price by over 10% to discount down to lowest MAP price;

(l) selling any Wolf product to a party for resale, including but not limited to other Wolf dealers and further including but not limited to internet retailers such as Amazon.com;

(m) selling Wolf’s Luxuria (LVX) series gas fireplaces online;

(n) selling any Wolf product that includes Dynamic Heat Control (DHC, DHC+), Universal Heat Management (UHM) online; and/or

(o) discounting Wolf’s products below MAP after being added to the online shopping cart.

(p) offering a discount, coupon or rebate as part of a site-wide or category wide sale. Wolf’s ‘Napoleon’ brand must be listed as an exemption to such discounts, coupons or rebates when advertising on the 1st party online website or externally.

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9. Online Reselling.

The Online Marketplace Reseller Requirements are as follows:

- (a) Dealer has a call centre dedicated exclusively to on-line reselling and can demonstrate satisfaction of the following over the preceding six (6) month period: abandoned call rate less than 5%; agent attrition rate less than 20%; time-weighted call occupancy 70-80%; 365 day operation; weekday coverage 8AM EDT - 6PM PDT; weekend coverage 9AM EDT-5PM PDT; service downtime less than 1%;
- (b) at least 80% of all sales made by Dealer are through 3rd party marketplace websites, auction websites, social media marketplaces, classified ad websites and price aggregator websites, such as but not limited to Amazon.com, Amazon.ca, Bestbuy.com, Bestbuy.ca, Walmart.com, Walmart.ca, Ebay.com and Ebay.ca;
- (c) on each platform through which Dealer sells, Dealer has and has maintained for a period of at least 12 months, the highest seller rating applicable to the platform;
- (d) Dealer has the capacity to fulfill online orders directly;
- (e) Dealer takes active steps to ensure that at least 80% of all sales of Wolf products [both unit and revenue] made by Dealer are fulfilled by Dealer; if the warehouse to dropship ratio falls below 80%, Dealer must take steps to correct same within 10 business days;
- (f) Dealer has Wolf inventory on hand capable of meeting 4 months expected sales;
- (g) Dealer provides real-time sales reporting to Wolf;
- (h) Dealer shares with Wolf data collected from visitors accessing Dealer site via searches associated with any trademark of Wolf, including but not limited to NAPOLEON;
- (i) Dealer shares with Wolf details of keyword and similar advertising used by Dealer and provides metrics relevant to Wolf, including but not limited to open, click-through, click-to-open and conversion rates, cross-referenced to demographic and socio-economic profiles as available.

10. The Exemptions. As long as a Dealer does not otherwise violate this Policy, such Dealer offering to a potential or actual customer one or more of the MAP Products beginning with the Policy Effective Date below its or their respective MAP(s) is exempt from this Policy and will not violate it, if such offering is consistent with an exemption described in this Policy (collectively, **the "Exemptions"**). The Exemptions are as follows and apply to the offer(s) which is or are part of a potential or actual sale by such Dealer:

(a) in direct response to a specific customer inquiry, individualized live telephone communication or individualized email, but not an automated telephonic reply, automated bounce-back email or the substantive equivalent of either or both as determined by Wolf;

(b) in-store materials at a brick-and-mortar location that simply state the price(s) at which one or more of the MAP Products may be purchased, including, without limitation, point-of-sale signs, price stickers and hangtags (but signage visible outside a brick-and-mortar location (such as an outward-facing window sign) is subject to this Policy);

(c) bona fide advertising and promotional vehicles (including without limitation permitted websites and printed catalogs) that cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the MAP(s), the MAP Products or this Policy until such time that it is reasonable to revise the contents of such vehicles (as determined by Wolf) to be consistent with this Policy;

(d) the offer of one or more of the MAP Products based on a bona fide proposal or quotation given prior to (i) the Policy Effective Date or (ii) the effective date of a change in the MAP(s), the MAP Products or this Policy which makes such proposal or quotation non-compliant with this Policy (as long as, if either or both of the Previous Policies or this Policy was in place at the time such proposal or quotation was made or given, it complied with such policy or policies); provided that, in either case, (A) such proposal or quotation is effective for no longer than thirty (30) days after the Policy Effective Date or ten (10) days after the effective date of such change and (B) each of the MAP Products subject to such accepted proposal or quotation will be delivered to such customer no later than thirty (30) days after such acceptance;

(e) the offer under one or more special programs (if any) designated by Wolf;

(f) (i) a Dealer website benefit consisting of a discount, credit or rebate associated with the use of a designated credit card or (ii) an incentive to share 1st party data, such as signing up for a newsletter or (iii) an incentive to interact with a 'live chat' agent, that in either case would, after its application, result in offer price(s) for any or all of the MAP Products below its or their respective MAP(s), as long as (A) such benefit, incentive or other discount may be applied to all or almost all of the products offered by such Dealer and (B) none of the statements or materials promoting such card benefit or coupon or other discount mentions, uses, depicts or otherwise refers to any or all of the MAP Products, and (C) such benefit, incentive or other discount cannot be promoted external from the Dealer(s) website, and (D) the discounted price(s) is viewed only in the cart and subsequent checkout processes, and (E) discount can't be applied in conjunction with any other promotional offer;

(g) the accrual of "points" or other things of value ("**Loyalty Points**") in connection with the purchase or receipt of any or all products and services from such Dealer and the application of Loyalty Points, even if such application results in offer price(s) for any or all of the MAP Products below its or their respective MAP(s), as long as: (i) Loyalty Points may be accrued and applied to all or almost all of the products offered by such Dealer and (ii) the everyday accumulation rate for Loyalty Points applicable to the purchase of any or all Wolf products is no more than that applicable to all other brands of products offered by such Dealer (regardless of category), except that such Dealer may offer for a reasonable, limited time or times (as determined by Wolf) a greater accumulation rate applicable to the purchase of any or all Wolf products, provided that such offer simultaneously applies to one or more products of at least one other brand in the same category as such Wolf product(s);

(h) the offer of one or more items of any or all of the MAP Products that is or are: (i) used, rather than new, as long as such offer clearly, prominently and accurately describes each such unit as "used," "demonstration," "display" or "refurbished" or with similarly appropriate language;

(i) the offer to an employee of such Dealer for his or her personal use (and not for resale), provided that such offer is reasonable (as determined by Wolf).

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this Policy or Wolf determines that such Dealer does not qualify for or abused any or all of the Exemptions, such exemption(s) will be deemed withdrawn by Wolf retroactive to the Policy Effective Date or such other date specified by Wolf. Except in extraordinary circumstances, Wolf will not consider any requests for other exemptions.

11. Additional Policy Terms and Conditions. Effective as of the Policy Effective Date, this Policy supersedes and cancels each other policy from Wolf, if any, regarding minimum advertised prices and resale prices or either thereof for Wolf Products applicable to a Dealer. For any reason(s) deemed appropriate by Wolf (including without limitation based on the request of a Dealer for Wolf to consider such things as, but not necessarily restricted to, limited-time promotional offers for an event in which such Dealer is participating or otherwise), but, in no case other than as the unilateral decision of Wolf, this Policy may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by notice from Wolf at any time (including without limitation during any Wolf-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by Wolf. If Wolf negotiates a price or prices with a customer that is or are less than the MAP(s) and provides a Dealer the opportunity to offer to fulfill one or more orders at such price(s), acceptance by such Dealer of such opportunity will not constitute a violation of this Policy.

Regardless whether expressly indicated in this Policy, each notice referred to herein: (a) may, as determined by Wolf, be given in writing or electronically (including without limitation posting on a website or by email) and (b) will be considered to be received as designated by Wolf. The Explanation (which also may be referred to as "Frequently Asked Questions," "FAQs" or the equivalent as determined by Wolf), if any, accompanying or associated with this Policy is intended to help answer questions in connection with it, but is not part of this Policy. In the event of any disagreement over the interpretation or enforcement of this Policy, the view of Wolf will control.

Wolf will not discuss any conditions of acceptance related to this Policy. In addition, Wolf 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 or by one or more agreements between a Dealer and Wolf, nothing therein shall constitute an agreement by such Dealer to comply with this Policy, as, among other things, this Policy is not and should not be construed to be one of the Wolf Policies (as such term or a similar term is or may be used in any or all of such agreements) for which compliance is mandatory.

12. Questions, Additional Information or Information Regarding Potential Violations. All questions or requests for additional information regarding this Policy or information concerning potential violations of this Policy (which must be in writing) are to be addressed to the person at Wolf responsible for this Policy ("**Policy Administrator**"):

MAP Policy Administrator, 24 Napoleon Road, Barrie, ON, L4M 0G8, Canada

email: support@map.napoleon.com

Only the Policy Administrator or the Policy Administrator's designated representative(s) is or are authorized by Wolf to answer questions regarding this Policy, to comment on this Policy or to accept information regarding potential violations.

EXPLANATION

INCLUDING FREQUENTLY ASKED QUESTIONS (FAQs)

This Explanation is intended to help answer questions in connection with the Policy but is not considered part of the Policy. However, capitalized terms will have the same meaning as those in the Policy.

1. Are prices shown on a website considered advertising?

Yes. Any provision of Price Information for a MAP Product to an end user on a website is considered advertising under the Policy, except at checkout.

2. Does the Policy require Dealers to sell at MAP or above?

No. The Policy only applies to advertised price, so Dealers may sell MAP Products to end users at any price they wish.

3. Is there a maximum advertised price that Dealers must follow?

Yes. As per the policy version 7.0 and subsequent, dealers must not advertise Napoleon MAP products over 10% of MSRP. This includes the commonly used practice of 'over-inflating' MSRP to discount down to MAP.

4. Can a Wolf account executive/sales rep or sales manager, authorize a temporary exception to the Policy?

No. Only the Policy Administrator can authorize any exception to the Policy, and such authorization must be in writing.

5. Where can a Dealer find the current MAP for a MAP Product?

The current MAP for each MAP Product is found in the "Napoleon MAP Price Lists" and "Interim Price Sheets" published on the my.napoleon.com dealer portal.

6. How does a Dealer know if a product is obsolete or discontinued, so it can be sold below MAP?

Only Napoleon Products that are not published on the current "Napoleon MAP Price Lists" and "Interim Price Sheets" are not applicable to MAP. No longer Wolf Products marked as obsolete or discontinued that appears in the current Price Books or Interim Price Sheets issued by Wolf and is described as "Going Obsolete," "While Supplies Last," "Discontinued," "Closeout" or any other comparable term(s) designated by Wolf necessarily means that it is not applicable to MAP.

7. Where can a Dealer report a violation of the Policy?

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A letter or email should be
sent to the Policy Administrator at:

MAP Policy Administrator, 24 Napoleon Road, Barrie, ON L4M 0G8 Canada
email: support@map.napoleon.com

8. Will a Dealer receive an update on the violation that it reports to the Policy Administrator?

No. All of Wolf's dealings with Dealers are confidential. However, once a violation is substantiated by Wolf, the Policy is enforced uniformly.

9. How does a Dealer know when the "Napoleon MAP Price List" has been updated?

Wolf sends an email to all Dealers advising of any relevant changes to the Napoleon MAP Price List and provides a link to the most up to date document in all eNews issues.

10. If Wolf introduces a new product or makes a price change to a current product, how do Dealers know the appropriate MAP?

Wolf will send an email to Dealers advising of each MAP for a new product or change in the MAP(s) for current products in the form of one or more Interim Price Sheet.

11. If Wolf makes changes to any MAP(s), how long does a Dealer get to update each of its websites and literature?

Offers in bona fide advertising and promotional vehicles (including without limitation permitted websites and printed catalogs) that cannot reasonably be modified prior to the effective date of a change in the MAP(s), the MAP Products or the Policy are grandfathered in until such time that it is reasonable to revise such offers (as determined by Wolf) to be consistent with the Policy, as long as such offers complied with, as applicable, the then-current form of the Policy or its predecessor(s) at the time such offers were made. Good general guidelines are (a) no later than twenty-four (24) hours (usually involving Electronic Content), (b) no later than three (3) business days (generally for all other cases) or (c) the reasonable life of printed materials. If requested in writing, the Policy Administrator will provide further guidance. In any event, Wolf's determination is final.

12. If a Dealer receives a notice of violation and believes it to be an error, what can it do?

All questions and issues raised regarding the Policy should be in writing and directed to the Policy Administrator at:

MAP Policy Administrator, 24 Napoleon Road, Barrie, ON L4M 0G8 Canada
email: support@map.napoleon.com

13. If a Dealer is not receiving emails updating it of changes to Price Books and products, is it exempt from the Policy?

No. Wolf will endeavor to provide prior notice of each new MAP or such change in the MAP Products, generally not less than five (5) days in advance. While Wolf will communicate each MAP and such change through such things as updates of the Napoleon MAP Price Lists and Interim Price Sheets, each Dealer is responsible for making sure that it is aware of the then-current MAP(s) and item(s) of the MAP Products in each circumstance. To make sure that a Dealer is on Wolf's email lists, such Dealer should contact its Wolf Account Executive or email advertising@napoleon.com.

14. How does a Dealer's website get listed on Wolf's Authorized Online Resellers webpage(s)?

Such Dealer should contact its Account Executive or Distributor. Wolf has strict guidelines regarding the quality of service, returns policy, installation and compliance with the Policy in order to be listed on the Authorized Online Resellers webpage(s).

15. Can I advertise on Ebay, Amazon and similar sites ?

Napoleon has strict rules on advertising our products on third party websites / online marketplaces such as Amazon.com. We have listed the criteria on section 8 on this policy. The criteria is set up to only allow eCommerce specialists retailers to sell Napoleon products on these websites.

16. Can I sell the Luxuria or Vector series gas fireplaces online?

Selling the LVX Luxuria products is strictly forbidden to be sold online. The LV Vector products can be sold online but not with the Dynamic Heat Control (DHC) system.

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