

Pentair Filtration Solutions, LLC (“Pentair”) has adopted a Minimum Advertised Price Policy (“MAP Policy”), with an effective date of April 15, 2022. This MAP Policy supersedes and replaces any prior policies or directives which were in effect as of the effective date with respect E-Commerce Products (as hereinafter defined) related to minimum advertised pricing for such E-Commerce Products.

The MAP Policy applies to Pentair’s products at <https://www.pentair.com/commercialmapp> for the United States and its territories, and <https://www.pentair.com/commercialmapp> for Canada (collectively, the “E-Commerce Products”), which Resellers advertise in Canada and the United States and its territories. The Minimum Advertised Price for each E-Commerce Product subject to the MAP Policy shall be as included at the aforementioned website. The following guidelines apply:

1. The MAP Policy is being unilaterally implemented by Pentair and will be enforced by Pentair in its sole discretion.
2. The Minimum Advertised Price can be found at the links provided above. The Minimum Advertised Price is the price included in the applicable advertisement after all discounts, rebates, and/or other promotional allowances included in the advertisement have been applied to the E-Commerce Products. The MAP Policy does not establish maximum advertised prices. All Resellers may advertise E-Commerce Products at any price in excess of the Minimum Advertised Price.
3. Advertisement for the purposes of this MAP Policy consists of 1) Internet advertising in any form, including but not limited to webpages, pop up ads, banner ads, broadcast emails, third party placement (destination pages, social media, third-party sites), and advertising on Reseller’s own website, or any website if it is any way accessible by an HTML link, 2) Online auction sites, 3) Mass communication in the form of magazine advertisement, catalogs, circulars, retail inserts, free standing inserts and other print advertising circulated nationally to the general public or 4) Any form of mass communication via mobile device or online, including Facebook, Twitter, Instagram, other social media mediums, and text messaging.
4. It is a violation of the MAP Policy to sell E-Commerce Products to customers who advertise E-Commerce Products in violation of this MAP Policy.
5. Nothing in this MAP Policy shall create or constitute an agreement between Pentair and any of its Resellers as to the price at which any Reseller sells the E-Commerce Products. This MAP Policy applies to the advertised price of E-Commerce Products only, as outlined in the exhibits, and does not apply to the price at which Resellers actually sell or offer for sale the E-Commerce Products. Each Reseller remains free to independently set the price at which it sells the E-Commerce Products, and no employee or agent of Pentair is authorized to suggest anything to the contrary.
6. In the event a Reseller violates this MAP Policy, Pentair reserves the right, at its sole and absolute discretion, to do any of the following:
 - a. Terminate Reseller from participation in any promotional, rebate, marketing or discount program;
 - b. Revoke past, current, or future promotional allowances, rebates, and/or discounts provided by Pentair to the that Reseller, including, but not limited to, Partners Incentive Program (PIP) rewards and any pricing or marketing programs, resources and materials contained within the Pentair Partner Center.
 - c. Refuse to accept future orders for Pentair-branded products;
 - d. Terminate Reseller’s ability to purchase or resell Pentair-branded products, including, but not limited to, revocation of its status as a Pentair Authorized Online Reseller.

7. Pentair reserves the right to apply this MAP Policy to all of Reseller's advertisements included in this MAP Policy for the E-Commerce Products for any and all activities of a Reseller including those activities of a Reseller when done while operating under any corporate entity of the Reseller, a d/b/a or assumed name of the Reseller, or against a Reseller who operates (directly or indirectly) a website or other internet site under the same or a different name than the Reseller.
8. Pentair's decision not to impose remedial action for a particular incident or violation of this MAP Policy shall not be construed as a waiver or amendment of this MAP Policy or as a waiver of Pentair's right to impose remedial action for other violations. Pentair discourages any complaints by Resellers of other perceived Reseller MAP Policy violations. Pentair will unilaterally determine the need for any enforcement and the nature of such enforcement.
9. All questions regarding this MAP Policy will be addressed through this authorized e-mail to Commercial.mapp@pentair.com. No other individual is authorized to bind Pentair to any modification of this MAP Policy.
10. Pentair may modify, alter, suspend or cancel this MAP Policy at any time and for any reason in Pentair's sole discretion. Any such modification will be in writing. Without limiting the foregoing, Pentair may amend the MAP Policy from time to time to add new E-Commerce Products without altering or limiting the application of the MAP Policy to the existing Products subject to the MAP Policy.

