

Confidential – Minimum Advertised Price Policy (MAP): The new policy, effective March 15, 2023 applies to all Nemco Food Equipment companies including Global Solutions, A Nemco Food Equipment Company.

To: All Nemco Food Equipment Dealers and Distributors
From: Joe Carcione, CFSP – Vice President of Sales & Marketing
Date: March 15, 2023

Nemco Food Equipment believes that how its products are advertised and promoted by its dealers and distributors has a substantial effect on the perceived quality and value of its products as a premium brand in the foodservice equipment marketplace. More specifically, Nemco also believes that there is an equally important correlation between the way its product pricing is advertised to foodservice equipment operators, in relation to its published list pricing, and the capability of its dealers and distributors to sustainably provide the kind of dedicated and ongoing value-added pre-sales and post-sales services, support and infrastructure that the Company considers vital to the continued development and maintenance of its brand competitiveness. Discounted advertising that departs from the Company's list pricing, as announced from time to time, can negatively affect the Nemco brand in the marketplace and lead to damage to the Company's reputation as a manufacturer of high quality products.

Accordingly, the Company has determined that its interests in continuing to maintain a strong brand identity and dealer/distributor network are best served by adopting this Minimum Advertised Price Policy, effective March 15, 2023.

Policy Statement

Nemco dealers or distributors may not advertise Nemco foodservice products at less than a forty five-percent (45%) discount from current list pricing, as it may be published or revised from time to time, with the exception of the items on the attached list and their corresponding MAP prices. All Nemco dealers and distributors are responsible for remaining current with Nemco's products, with this MAP Policy, as amended from time to time, and with Nemco's list pricing.

MAP Policy Coverage: Applies to Advertising Only, Not Resale Price

This MAP Policy applies only to price advertising and does not speak to or restrict any dealer or distributor with respect to the price at which the dealer or distributor ultimately resells our products, even if below the Minimum Advertised Price, or with respect to the terms and conditions of sale.

MAP Pricing and Nemco List Prices

Nemco's MAP Policy applies to all advertisements of Nemco products that appear or are

intended to appear in any and all advertising media, including (without limitation) *print advertising*, such as newspapers, magazines, catalogs, posters, and direct mail, electronic mail or facsimile advertising, such as flyers, coupons and similar inserts; *electronic advertising*, such as radio, television and the internet, including dealer, distributor or third party web sites, banner ads or crawlers, twitters; and *outdoor or indoor signage or display advertising*, such as signs, billboards and point of purchase materials and auction sites.

Electronic mail sent in response to customer inquiries stemming from a dealer's or distributor's in-store displays, banners, or other in-store price markings, are not considered to be "advertising" for purposes of this MAP policy, nor are communications relating to price negotiations between a specific dealer or distributor and a specific customer that do not involve media that is open or available to third parties.

Nemco prohibits the use of split-screen, side-by-side advertising, or pop-ups to advertise a like product of any other brand. Nemco prohibits any dealer or distributor from directing a Nemco customer who types in a Nemco product or item number to automatically or inadvertently direct the customer to any other brand.

Dealers and distributors may not make any statements, displays, or communications in its website that indicate, state, imply, or suggest that a lower price may be found at the online check out, including but not limited to: "click here for lower price," "see lower price in cart," "add to cart for lower price," "check cart for lower price," "mouse over for price," "log-in for price," "e-mail for a better price," "call for lower price," "chat now for lower price," "lowest price guarantee," or similar language. Such website features as "Click for price," automated "bounce – back" pricing emails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer or distributor (rather than the customer) and constitute "advertising" under this MAP Policy. This MAP Policy also applies to any activity which Nemco determines, in its sole and absolute discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchases" and the like.

Advertising free products or discounted Nemco products with the purchase of a Nemco product is contrary to this MAP Policy if the net effect of such an offering results in an advertised price for the Nemco product that is below MAP. This MAP Policy does not apply to any reduced price that a dealer or distributor wishes to place within a purchaser's online shopping cart as a final stage of an online purchase(s), so long as the end user enters the final stage on his/her own without any reference on the website that a lower price will be found at the online checkout or final purchasing stage.

No dealer, distributor, or reseller may advertise a price in violation of this MAP Policy on any third-party platform in which it may operate as a vendor. No dealer, distributor, or reseller, under any policy or effort to match or beat a competitor's price, may advertise a price in violation of this MAP

Policy even if it identifies another dealer, distributor, or reseller who is advertising a price in violation of this MAP Policy. This shall include any dealer, distributor, or reseller who sells as a vendor on a third-party platform, such as Ebay.com, Amazon.com, or the like. Third-party platform providers, dealers, distributors, and resellers must take measures to ensure any advertisements in violation of this MAP Policy by competitors or vendors using its platform do not automatically generate a matching lower price by the platform provider, dealer, distributor, or reseller in violation of the MAP Policy. It is a violation of this MAP Policy to advertise a price below MAP pricing, even if such advertised price was automatically generated due to a MAP Policy violation by a vendor or competitor on another medium or platform.

On occasion, Nemco Food Equipment may offer special price promotions on certain products that, in the exercise of its discretion, are intended to lie outside of MAP pricing. In such instances, Nemco will notify its Resellers of such promotion and adjust or suspend MAP pricing for a time period determined by Nemco. Nemco may also, at its discretion, suspend or eliminate MAP pricing on certain discontinued products, "demo" products, or factory "seconds," upon notice to its Resellers.

MAP Policy Enforcement

This MAP Policy, which is being unilaterally adopted by Nemco will be strictly and uniformly enforced, and no Nemco officer or employee will have the authority to modify or grant individual exceptions to this Policy.

Nemco, or third parties with which Nemco may contract, will monitor dealer and distributor advertising to ensure compliance with this MAP Policy. Nemco has not sought and will not seek any written or oral assurance of compliance from any dealer or distributor, whether in advance of adoption of this Policy or in connection with any suspected, reported or observed violation. Any reports received by Nemco of any violation of this MAP Policy, including the identity of the person reporting such alleged violation, will be held in strict confidence. Dealers and distributors are expected to provide reasonable cooperation in any Nemco investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Nemco MAP Policy investigation is a violation of this MAP Policy.

Nemco will not act at the best of, nor negotiate with any Nemco dealer or distributor, in connection with a claim of an alleged violation of this MAP Policy by another Nemco dealer or distributor. In the event of a violation, which will be finally determined unilaterally by Nemco, after investigation, the dealer or distributor will be notified in writing, stating the facts regarding the violation. The consequences of a violation (over a 12-month period) will be as follows:

First violation: Will result in a written warning. Violation must be corrected within 2 business days or consequence moves to second violation action.

Second violation: Will result in a written warning and a hold on all shipments for 10 days. Violation must be corrected within 2 business days or consequence moves to third violation action.

Third violation: Will result in a written warning and a hold on all shipments for 30 days. Violation must be corrected within 2 business days or consequence moves to fourth violation action.

Fourth violation: Will result in a written warning and a hold on all orders for a period of 90 days. Violation must be corrected within 2 business days or consequence moves to fifth violation action.

Fifth violation: Will result in a written warning and the suspension of dealer's or distributor's account. Dealer or distributor must contact Nemco regarding lifting account suspension.

Nemco will notify its dealers and distributors at least 30 days in advance of any changes to this MAP Policy or of any price increases or decreases, and will provide new list prices, by product, no less than 30 days in advance of the effective date. Nemco reserves the right to reduce any applicable rebates or incentives as a result of a fifth violation.

MAP Policy Modifications

Nemco reserves the right at any time to modify or discontinue this MAP Policy, in whole or in part, or to institute and designate special promotional periods during which specific provisions of this Policy, or the Policy itself, may be changed or its enforcement temporarily suspended. All Policy changes or modifications will be timely communicated to Nemco's dealers and distributors.

Please call me with any questions regarding the NEW Nemco Food Equipment MAP Policy.

Respectfully,



Joe Carcione, CFSP

Vice President of Sales & Marketing

Nemco Food Equipment



Nemco Model No.	Description	List Price March 15, 2023	MAP Price March 15, 2023
6055A	Full Size Warmer	\$607.00	\$159.00
6055A-CW	Full Size Cooker/Warmer	\$934.00	\$259.00
6055A-43	4/3 Size Warmer	\$754.00	\$334.00
6100A	7 Qt. Round Warmer	\$476.00	\$143.00
6101A	11 Qt. Round Warmer	\$522.00	\$156.00
6102A	7 Qt. Round Cooker/Warmer	\$597.00	\$174.00
6103A	11 Qt. Round Cooker/Warmer	\$658.00	\$191.00
6000A-2	2-Bulb Heat Lamp	\$514.00	\$113.00
6000A-2B	2-Bulb Heat Lamp, Black	\$529.00	\$141.00
6150-24	Strip Heater, 24"	\$373.00	\$127.00
6150-36	Strip Heater, 36"	\$419.00	\$142.00
6150-48	Strip Heater, 48"	\$467.00	\$161.00
6150-60	Strip Heater, 60"	\$532.00	\$184.00
6150-72	Strip Heater, 72"	\$653.00	\$227.00
6150-24-CP	Strip Heater, 24", cord & plug	\$443.00	\$146.00
6150-36-CP	Strip Heater, 36", cord & plug	\$484.00	\$161.00
6150-48-CP	Strip Heater, 48", cord & plug	\$528.00	\$179.00
6150-60-CP	Strip Heater, 60", cord & plug	\$613.00	\$203.00
6150-72-CP	Strip Heater, 72", cord & plug	\$737.00	\$246.00



Global Solutions Model No.	Description	List Price March 15, 2023	MAP Price March 15, 2023
GS4100-A	Tomato Slicer 3/16"	\$267.00	Exempt
GS4100-B	Tomato Slicer 1/4"	\$267.00	Exempt
GS4150-A	Chopper, 1/4"	\$191.00	Exempt
GS4150-B	Chopper, 3/8"	\$191.00	Exempt
GS4200	Lettuce Chopper, 1" x 1"	\$440.00	Exempt
GS4200-C	Lettuce Chopper, 1/2" x 1/2"	\$500.00	Exempt
GS4250-B	Onion Slicer, 1/4"	\$510.00	Exempt
GS4300-B	Cheese Cutter	\$285.00	Exempt
GS4350	Grill Scraper	\$68.00	Exempt
GS4400	Rotary Slicer	\$330.00	Exempt
GS4450-A	Wall Mount Chopper, 1/4"	\$261.00	Exempt
GS4450-B	Wall Mount Chopper, 3/8"	\$261.00	Exempt
GS4500	Can Opener	\$190.00	Exempt
GS4560-6	Wedge Cutter, 6 Section	\$194.00	Exempt
GS4560-8	Wedge Cutter, 8 Section	\$194.00	Exempt
GS1600	9" Meat Slicer	\$1,000.00	Exempt
GS1601	10" Meat Slicer	\$1,120.00	Exempt
GS1602	12" Meat Slicer	\$1,842.00	Exempt
GS1610	10 lb Deep Fryer	\$295.00	Exempt
GS1611	16 lb Deep Fryer	\$372.00	Exempt
GS1611-120	16 lb Deep Fryer, 120 Volt	\$372.00	Exempt
GS1612	32 lb Deep Fryer	\$700.00	Exempt
GS1620	Panini/Sandwich Grill, Flat Plates	\$615.00	Exempt
GS1621	Panini/Sandwich Grill, Grooved Plates	\$615.00	Exempt
GS1630	Rice Cooker/Warmer	\$300.00	Exempt
GS1640	Roller Grill, 30, Mechanical	\$615.00	Exempt
GS1641	Sneeze Guard, 30	\$167.00	Exempt
GS1650	10.5 qt Soup Kettle, Black	\$285.00	Exempt
GS1660	7 qt Round Warmer, Waterless (Red)	\$285.00	Exempt
GS1662	11 qt Round Warmer, Waterless (Red)	\$318.00	Exempt
GS1665	Full Size Cooker/Warmers, 1500W, 12 x 20	\$347.00	Exempt
GS1670	Bulb Warmer, 2-Bulb	\$243.00	Exempt
GS1680	Portable Countertop Induction Range, Heavy-Duty	\$460.00	Exempt
GS1681	Portable Countertop Induction Range	\$207.00	Exempt

Global Solutions Model No.	Description	List Price March 15, 2023	MAP Price March 15, 2023
GS1730	Cotton Candy Machine 20"	\$636.00	Exempt
GS1730-C	Cover, Cotton Candy Machine 20"	\$259.00	Exempt
GS1731	Cotton Candy Machine 28"	\$929.00	Exempt
GS1731-C	Cover, Cotton Candy Machine 28"	\$436.00	Exempt
GS1735	Popcorn Popper, 6 oz Black	\$836.00	Exempt
GS1735	Popcorn Popper, 12 oz Luxury	\$1,824.00	Exempt
GS1504-C	GS – Popcorn Cart, 4 oz	\$659.00	Exempt
GS1508-C	GS – Popcorn Cart, 8 oz	\$1,355.00	Exempt
GS1516-C	GS – Popcorn Cart, 16 oz	\$1,618.00	Exempt
GS1400-16	Heated Food Merchandiser, 2 Shelf, Wire Rack	\$1,874.00	Exempt
GS1400-16-2	Heated Food Merchandiser, 2 Shelf, Wire Rack, Pass-Thru	\$1,973.00	Exempt
GS1400-25	Heated Food Merchandiser, 4 Shelf, Wire Rack	\$2,370.00	Exempt
GS1400-25-2	Heated Food Merchandiser, 4 Shelf, Wire Rack, Pass-Thru	\$2,469.00	Exempt
GS1410	Heated Food Merchandiser, 2 Shelf, Solid Heated Shelf	\$1,625.00	Exempt
GS1300-16	Open Hot-Food Merchandiser, Flat 16"	\$2,255.00	Exempt
GS1300-16-S	Open Hot-Food Merchandiser, Slanted 16"	\$2,247.00	Exempt
GS1300-24	Open Hot-Food Merchandiser, Flat 24"	\$2,991.00	Exempt
GS1300-24-S	Open Hot-Food Merchandiser, Slanted 24"	\$2,979.00	Exempt
GS1550	Sno-Kone Machine	\$1,749.00	Exempt
GS1555	Nacho Cheese Dispenser	\$1,564.00	Exempt
GS1005	Digital MultiPurpose Oven	\$398.00	Exempt
GS1010	Manual MultiPurpose Oven	\$1,075.00	Exempt
GS1200	Manual Convection Oven	\$1,496.00	Exempt

Model No.	Description	List Price	List Price	List Price	List Price	MAP
		1-10 Cases	11-24 Cases	25-49 Cases	50+ Cases	
GS1504-P	4 oz. Popcorn Pack	\$129.00	\$113.00	\$91.00	\$72.00	Exempt
GS1506-P	6 oz. Popcorn Pack	\$132.00	\$121.00	\$105.00	\$87.00	Exempt
GS1508-P	8 oz. Popcorn Pack	\$133.00	\$117.00	\$98.00	\$80.00	Exempt