



**CAIRE Inc. Internet Reseller
Minimum Advertised Price Policy**

In order to successfully compete in the marketplace and to maintain its premium brand image, CAIRE Inc. ("CAIRE") hereby institutes this unilateral Minimum Advertised Price Policy (the "MAP Policy") with respect to the advertising and sale of CAIRE's products by anyone over the Internet ("Internet Resellers"). This MAP Policy applies to CAIRE's respiratory product line that is sold to customers in the United States of America, as listed in the attached **Attachment A** (the "Products"), and may change from time to time. This MAP Policy does not apply to the sale of accessories or to sales outside of the US.

This MAP Policy has been unilaterally adopted by CAIRE. CAIRE neither solicits nor will it accept assurances by an Internet Reseller of acquiescence with this MAP Policy. Nothing in this MAP Policy shall constitute an agreement between CAIRE and any Internet Reseller of compliance with this MAP Policy. Each Internet Reseller within its own discretion can choose to acquiesce or not acquiesce with this MAP Policy. The interpretation of this MAP Policy is within the sole discretion of CAIRE and can be altered, modified, or amended only at the sole discretion of CAIRE.

Policy Coverage:

This MAP Policy applies to all forms of advertising of CAIRE Products by Internet Resellers, including but not limited to in-store advertising, mailings, catalogs, flyers, posters, coupons, mailers, inserts, newspapers, magazines, mail order catalogs, television, radio, public signage, displays at consumer exhibitions and shows, advertising via email, social media, the Internet or any other electronic network, and any and all other forms of advertising media. Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and 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 (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.

To comply with this MAP Policy, Internet Resellers who choose to advertise CAIRE Products must do so at or above the minimum advertised prices listed on **Attachment A** (the "MAP Prices"), which will be established solely by CAIRE and communicated to the Internet Resellers from time to time.

Direct or indirect attempts to circumvent the MAP Price will be considered a violation of the MAP Policy. Such attempts include, but are not limited to, advertisements that contain the following terms:

- Coupons, discounts, rebate offers, or other inducements that advertise a price lower than the MAP;
- Advertising "call for price," "email for price," or any similar statements;
- Advertising "the lowest price," "the best price," "will beat competitors' prices", or similar statements;
- Advertising re-manufactured products as "new", "like new", or similar statements. All re-manufactured products must be advertised as "Factory Re-Manufactured."
- Buy one/get one free offers that include a CAIRE Product;
- Bundling CAIRE Products at a price that is less than the sum of the MAP for each individual product;
- Advertising separate prices for individual products that are intended or required to be bundled so as to suggest a price for the bundled product that is lower than the MAP for the bundled product; or
- Other promotional activities designed to advertise a price lower than the MAP.

This MAP Policy applies only to minimum advertised prices and does not apply to the prices at which the Products are actually sold or to advertised prices that are higher than the MAP Prices unilaterally established by CAIRE from time to time. Each Internet Reseller remains free to independently establish its own sales prices for the Products.

MAP Policy Enforcement:

CAIRE will evaluate MAP Policy violations and enforce this Policy in its sole discretion and without notice. Internet Resellers have no right of enforcement. If an Internet Reseller chooses not to follow the MAP Policy, CAIRE reserves the right, in its sole discretion, to take enforcement actions commensurate with the MAP Policy violation, including but not limited to terminating or reducing promotional allowances relating to CAIRE Products, as well as restricting or terminating the Internet Reseller's



authorization to distribute CAIRE Products. CAIRE always reserves the right to decide with whom it will do business, including which companies will be Internet Resellers.

Violations:

If CAIRE determines, in its sole discretion, that an Internet Retailer has violated or taken any actions inconsistent with this MAP Policy, CAIRE reserves the right, in its sole discretion, to take any or all of the following actions:

1. 1st offense: Removal of name and logo from CAIRE Authorized Internet Retailer page and terms of cash in advance for 45 days.
2. 2nd Offense: 90-day order/shipment hold
3. 3rd offense: Account termination

MAP Policy Modifications:

CAIRE reserves the right to alter, modify, amend, suspend, or cancel this MAP Policy, the Products covered, and/or any MAP Price, at any time and for any reason. CAIRE sales, marketing, and customer service representatives are not authorized to discuss this MAP Policy with Internet Resellers. All questions regarding this MAP Policy should be sent to George Coppola at george.coppola@chartindustries.com.

Confidentiality:

This MAP Policy is confidential and, as such, no Internet Reseller may disclose any aspects, details, or information about the MAP Policy to any third party, patient, or consumer, except as provided herein.

VERSION DATED: February 6, 2018

Attachment A: MAP LIST

WHG CONCENTRATORS	Item Number	MAP
<u>Portable Oxygen Concentrators</u>		
SeQual® eQuinox™ 12 Cell Battery	4807-SEQ	\$3,400
SeQual® eQuinox™ 24 Cell Battery	4837-SEQ	\$3,600
SeQual® Eclipse 5®	6900-SEQ	\$3,200
SeQual® Eclipse 5® w/Extra Battery	6900LN-SEQ	\$3,400
AirSep® Focus™ 2 Battery System	AS078-1	\$1,500
AirSep® Freestyle® 3	AS095-101	\$1,700
AirSep® Freestyle® 5	AS077-101	\$1,700
<u>5 L Stationary Oxygen Concentrators</u>		
CAIRE® Companion 5™ w/O2 Monitor	15067005	\$800
AirSep® VisionAire™ 5	AS098-1	\$800
AirSep® VisionAire™ 5 w/O2 Monitor	AS098-4	\$850
AirSep® NewLife® Elite	AS005-1	\$900
AirSep® NewLife® Elite w/O2 Monitor	AS005-4	\$950
<u>10 L Stationary Oxygen Concentrators</u>		
AirSep® NewLife® Intensity 10 L	AS099-100	\$1,450
AirSep® NewLife® Intensity 10 L w/O2 Monitor	AS099-101	\$1,500
AirSep® NewLife® Intensity 10 L Dual Flow	AS099-1	\$1,550
AirSep® NewLife® Intensity 10 L Dual Flow w/O2 Monitor	AS099-4	\$1,600

REMANUFACTURED CONCENTRATORS	Item Number	MAP
<u>5 L Stationary Oxygen Concentrators</u>		
CAIRE® Companion 5™ w/O2 monitor	15067005R	\$640
AirSep® VisionAire™ 5L	AS098-1U	\$640
AirSep® VisionAire™ 5 L w/ O2 Monitor	AS098-4U	\$680
AirSep® NewLife® Elite	AS005-1U	\$720
AirSep® NewLife® Elite w/O2 Monitor	AS005-4U	\$760
<u>10 L Stationary Oxygen Concentrators</u>		
AirSep® NewLife® Intensity 10	AS099-100U	\$1,160
AirSep® NewLife® Intensity 10 w/O2 Monitor	AS099-101U	\$1,200
AirSep® NewLife® Intensity 10 L Dual Flow	AS099-1U	\$1,240
AirSep® NewLife® Intensity Dual Flow 10 L w/O2 Monitor	AS099-4U	\$1,280