

CAIRE Inc.
Reseller Minimum Advertised Price Policy

In order to successfully compete in the marketplace, maintain its premium brand image, and protect its goodwill, CAIRE Inc. (“CAIRE”), which includes all of its affiliated companies, requires the following with respect to those who advertise and/or sell CAIRE’s products (“Resellers”):

MAP Policy:

CAIRE hereby institutes, and unilaterally adopts, this unilateral Minimum Advertised Price Policy (the “MAP Policy”) that shall apply to all Resellers as described herein, including but not limited to, online Resellers. This MAP Policy applies to CAIRE’s respiratory product line that is sold to customers in the United States of America (“U.S.”). The minimum advertised prices (“MAP”) for the applicable products are listed in the attached **Attachment A** (the “Products”), as communicated to Resellers from time to time, and CAIRE may change from time to time in CAIRE’s sole discretion. This MAP Policy does not apply to sales outside of the U.S. All Products must be advertised at or above the MAP listed in **Attachment A**. Resellers may advertise Products above the MAP.

1. **Re-Manufactured Products:** “Re-Manufactured” means any Product that has been refurbished by CAIRE, or its authorized service centers. Any advertising of Re-Manufactured Products, including words such as “new,” “like new,” or similar statements must be advertised as “Factory Re-Manufactured.” Any Factory Re-Manufactured Product that is not identified as such, which may appear to be a new Product, is a violation of this policy.
2. **Bundled Products:** “Bundled Products” means individual components (e.g., unit, battery, cart, etc.) of a Product that are packaged, intended or required to be bundled as the “Product.”
3. **Used Products:** “Used” means a Product that has been used, a demonstration Product, re-manufactured by anyone other than CAIRE or a CAIRE authorized service center, or returned. Any advertisement of a Used Product must identify the Product as Used, or words to that effect, and cannot be identified as “Re-Manufactured.” Any Used Product that is not identified as such, which may appear to be a new Product or a Re-Manufactured Product, is a violation of this MAP Policy.

Although this MAP Policy was unilaterally adopted by CAIRE, CAIRE neither solicits nor will it accept assurances by Reseller of acquiescence with this MAP Policy. Nothing in this MAP Policy shall constitute an agreement between CAIRE and any Reseller of compliance with this MAP Policy; provided that, failure to adhere to this MAP Policy could result in adverse changes to Reseller’s relationship with CAIRE, up to and including, termination of the Reseller’s account with CAIRE. Each Reseller within its own discretion can choose to acquiesce or not acquiesce with this MAP Policy. For violations of this MAP Policy, CAIRE reserves the right to appropriate corrective action in its sole discretion, which may include, but not be limited to, change credit terms, shipment terms, pricing, suspension, and/or cancellation. 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.

MAP Policy Coverage:

This MAP Policy applies to all forms of advertising of CAIRE Products by 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, e-commerce sites, websites, natural or paid search engine listings, 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 Reseller (rather than by the customer) and thereby constitute “advertising” under this MAP Policy.

Prohibitions Regarding Bundled Products: Resellers shall not advertise separate prices for components of Products that are intended or required to be Bundled Products and packaged as such, in order that the price for the components when bundled together is lower than the MAP for the actual Bundled Product. Resellers may make independent decisions regarding including other accessories during telephone conversations with the customer, but the free accessories must not be advertised online.

Only the Products listed on Attachment A of this MAP Policy have established minimum advertised prices (“MAP Price”). CAIRE may advertise below the MAP, from time to time, for pricing analytical purposes in certain sectors of the country (a “Pricing Study”). During a study in that particular area of the country (i.e., by state), Resellers may similarly advertise at the same price, in the same region and for the same period of time as the Study.

Direct or indirect attempts to circumvent the MAP will be considered a violation of the MAP Policy. Such attempts include, but are not limited to, advertisements that contain the following terms or approaches if such terms or approaches will result in the Products being advertised below the MAP:

- a. Coupons, sales, discounts, promotions, rebate offers, or other inducements that advertise a price lower than the MAP;
- b. Advertising “call for price”, “email for price,” or any similar statements;
- c. Advertising “the lowest price,” “the best price,” “will beat competitors’ prices”, or similar statements;
- d. Buy one/get one free offers which include a CAIRE Product;
- e. Bundling CAIRE Products at a price that is less than the sum of the MAP for each individual product;
- f. Online advertisements of Products must include the price of the Product and to do otherwise demonstrates an intent to circumvent the intent of the MAP Policy;
- g. Online advertisements of Products must include and list the accessories that the customer will also receive (By way of example and not limitation, for AirSep’s Focus Product, all accessories and battery sizes that a customer will receive in the order must be listed on Reseller’s website);
- h. If the Product includes free shipping, the Product must be advertised at a price that meets or exceeds the MAP;
- i. Resellers may not advertise Used Products or accessories for sale, and Resellers may only sell Used Products if Resellers strictly adhere to all federal, state, and local laws and regulations for doing so, but Used Products may not be advertised; or
- j. Other promotional activities as determined by CAIRE designed, directly or indirectly, 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 unilaterally established by CAIRE from time to time. Each Reseller remains free to independently establish its own sales prices for the Products as long as such prices are equal to, or above, the MAP.

MAP Policy Enforcement and Violations:

CAIRE will evaluate MAP Policy violations and enforce this Policy in its sole discretion and without notice. Resellers have no right of enforcement. If a 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 Reseller’s authorization to distribute CAIRE Products. If a Reseller violates this MAP Policy, and CAIRE institutes enforcement per the MAP Policy, the Reseller shall have a period of two days to cure the violation before the next consequence may be enforced. CAIRE always reserves the right to decide with whom it will do business, including Resellers.



If CAIRE determines, in its sole discretion, that a Reseller 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: Cash in advance for a 30-day period
2. 2nd Offense: Price increase of 5%
3. 3rd Offense: Account termination

MAP Policy Modifications:

CAIRE reserves the right, without Reseller approval, to alter, modify, amend, suspend, discontinue 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 Resellers. All questions regarding this MAP Policy should be sent to George Coppola at george.coppola@chartindustries.com.

VERSION DATED: December 3, 2018



Attachment A: MAP POLICY PRODUCT LIST AND MAP

Product	Item #	MAP
<u>Portable Oxygen Concentrators</u>		
SeQual® Eclipse 5®	6900-SEQ	\$2,500
SeQual® Eclipse 5® w/Extra Battery	6900LN-SEQ	\$2,850
CAIRE FreeStyle® Comfort® 8 Cell Battery	AS200-1	\$2,495
CAIRE FreeStyle® Comfort® with 16 Cell Battery	AS200-101	\$2,695
CAIRE FreeStyle® Comfort® with 8 Cell Battery (2)	AS200-201	\$2,695
AirSep® Focus™ 2 Battery System	AS078-1	\$1,300
AirSep® FreeStyle® 3	AS095-101	\$1,300
AirSep® FreeStyle® 5	AS077-101	\$1,300
<u>5L Stationary Oxygen Concentrators</u>		
CAIRE® Companion 5™ w/O2 Monitor	15067005	\$800
AirSep® VisionAire™ 5 w/O2 Monitor	AS098-4	\$850
AirSep® NewLife® Elite w/O2 Monitor	AS005-4	\$950
<u>10L Stationary Oxygen Concentrators</u>		
AirSep® NewLife® Intensity 10 L w/O2 Monitor	AS099-101	\$1,500
AirSep® NewLife® Intensity 10 L Dual Flow w/O2 Monitor	AS099-4	\$1,600
<u>Product Accessories</u>		
SeQual® Eclipse 5® Battery	7082-SEQ	\$315
SeQual® Eclipse 5® Battery Charger	7112-SEQ	\$175
SeQual® Eclipse 5® Cart	5991-SEQ	\$150
CAIRE FreeStyle® Comfort® 8 Cell Battery	BT034-1S	\$275
CAIRE FreeStyle® Comfort® 16 Cell Battery	BT035-1S	\$425
CAIRE FreeStyle® Comfort® Battery Charger	BT036-1	\$250
CAIRE FreeStyle® Comfort® Carry Bag	MI396-1	\$100