

Brand Protection Policies



SCC products are of high quality with a premium image for excellence and innovation earned through extensive product and market development activities and superior service. In an effort to help safeguard the reputation of Structural Concepts, ensure the long-term viability of its brands and protect the investment of those dealers that provide valuable services to end users, Structural Concepts has adopted these policies.

December 12, 2019

To Our Valued Dealers:

Thank you for your continued enthusiasm and support of Structural Concepts products.

This note is to notify you of our revised Brand Protection Policies for Dealers, which are effective January 1, 2020 and accompany this correspondence. They have been adopted in an effort to help safeguard the reputation of Structural Concepts Corporation ("SCC"), ensure the long-term viability of our brands and protect the investment of those Dealers that provide valuable services to end users.

The Policies: (1) are applicable to each individual or entity located in the United States ("USA") and Canada that directly or indirectly promotes and sells any or all products offered by SCC to one or more end user purchasers (such individual or entity is a "Dealer" and, in the plural, are "Dealers") and (2) consist of (a) a policy regarding minimum advertised pricing, (b) a policy dealing with advertising and marketing (the "Advertising and Marketing Policy" or the "A&M Policy"), (c) terms of sale policy, and (d) limited warranty policy.

While the Policies are those of SCC alone, we made every effort to develop a realistic approach that addresses practical issues. Since this note is only a summary, we encourage you to read the Policies carefully.

If you have any questions regarding this material, please let us know.

Sincerely,

Danielle McMiller

Danielle McMiller
VP Sales & Marketing

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BRAND PROTECTION (BP) POLICIES FOR DEALERS

EFFECTIVE AS OF JANUARY 1, 2020

Structural Concepts Corporation (“SCC”) revised the Brand Protection (BP) Policies for Dealers effective as of January 1, 2020.

These Policies: (1) are applicable to each Dealer and (2) consist of (a) a policy regarding minimum advertised price (the **“MAP Policy”**) and (b) a policy dealing with advertising and marketing (the **“Advertising and Marketing Policy”** or the **“A&M Policy”**). For purposes of these Policies, **“Dealer”** (**“Dealers”** in the plural) means an individual or entity located in either or both of the United States of America (**“USA”**) and Canada that promotes and sells any or all products offered by SCC (in the plural, **“SCC Products”**) to one or more end user purchasers (whether doing so directly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity).

1. Purpose

SCC Products are of high quality with a premium image for excellence and innovation earned through extensive product and market development activities and superior service. Some Dealers have taken or may take advantage of these facts by advertising or selling such products as loss leaders, promoting or applying unfair discounts or misusing intellectual property of SCC or references to SCC or its products. In an effort to help safeguard the reputation of SCC, insure the long-term viability of its brands and protect the investment of those Dealers that provide valuable services to end users, SCC has adopted these Policies.

2. Scope

The Minimum Advertised Price Policy generally applies to certain SCC Products offered or sold in particular ways, while the Advertising and Marketing Policy, unless otherwise noted, applies to all SCC Products, regardless how they are offered or sold.

3. Minimum Advertised Price Policy

The MAP Policy establishes a minimum advertised price for each of the SCC Products as specified on the price list(s) or product list(s) provided or otherwise made available to each Dealer by SCC, or otherwise communicated by SCC Notice intended for such Dealer. For purposes of these Policies, **“SCC Notice”** means notice from SCC to a Dealer provided or made available electronically or otherwise, such as, but not limited to, posting on one or more websites designated by SCC.

MAP DEFINATION AND APPLICATION

MAP is equal to 50% off published list price. Dealers may advertise prices equal to or greater than the MAP Policy for covered products sold as “new”.

This MAP Policy prescribes the lowest price that an authorized Dealer may advertise in any form of advertising, including, but not limited to, internet (including “add to cart” pages), print, direct mailing, radio, group, or “broadcast” email, and all other forms of pricing advertisement.

Any direct request for pricing made by an individual prospective purchaser to a Dealer in person or through other deliberate action is considered to be a request for a price quotation from the prospective purchaser to the Dealer, thus MAP does not apply. On a website, this would occur only when the prospective purchaser indicates an intention to purchase by going to the “checkout” page, “purchase now” page or equivalent page.

The MAP Policy is not applicable to any in-store advertising that is displayed only in a physical store location. In-store displays, point-of-sale signs, hangtags, barcodes, QR codes, or similar marks on products or product packaging which present the price are not considered “advertising” for purposes of this MAP Policy.

Prices displayed on the “checkout” page, “purchase now” page or equivalent page are also not considered advertising for purposes of the MAP Policy.

The MAP Policy is not applicable to password-protected (log-in) sites.

This Policy does not affect or restrict the price at which an authorized Dealer actually sells our products. Our authorized Dealers are free to sell products at whatever price they may choose.

MAP DISCLOSURE OR UNDERCUTTING PROHIBITED

The wording “minimum advertised price,” “MAP Price,” and/or “MAP” or similar references to the MAP Policy shall not appear in any advertisement, quotation, or communication.

Advertisements are permitted to invite shoppers to request a price quotation by including one of these phrases: “Call for Price,” “Request a Quotation,” or “Log-in for Price.”

PROMOTIONAL PRICING AND DISCONTINUED PRODUCTS

From time to time, we may conduct promotions for products covered by the MAP Policy. In such events, we reserve the right to modify or suspend the MAP with respect to the promotional products by notifying authorized Dealers of such promotions.

Structural Concepts further reserves the right to adjust the MAP with respect to all or certain products in its sole discretion upon written notice to authorized Dealers. Upon the Company’s prior written notification, authorized Dealers may advertise such products consistent with the written notification. We may also suspend or eliminate MAP pricing on discontinued products in its discretion, upon notice to its authorized Dealers.

MAP ENFORCEMENT

Structural Concepts will monitor compliance with this Policy. Our enforcement process allows immediate correction of errors, with subsequent penalties for delays or repeated violations. The consequences are targeted at the violator, and are not intended to penalize the purchaser.

In the event a violation is determined, the following actions will be taken:

- **First Violation:** The Dealer will be contacted via e-mail and allowed 24 hours to comply with the Policy. If correction is made, the violation is recorded, but no penalties will apply. If the violation is not corrected within 24 hours, then the Dealer will again be notified via e-mail and a second violation will be recorded.
- **Second Violation:** The Dealer will be contacted via e-mail and allowed 24 hours to comply with the Policy. If correction is made, the violation is recorded, but no penalties will apply. If the violation is not corrected within 24 hours, then the Dealer will be notified via e-mail and a third violation will be recorded.
- **Third Violation:** The Dealer will be notified via e-mail and all shipments of products will be suspended until all violations are resolved.

4. The Advertising and Marketing Policy

(a) Use of SCC Intellectual Property or References to SCC Products

A Dealer violates the A&M Policy if any advertisement, promotion or other marketing vehicle (regardless of medium, whether Conventional Advertising, Electronic Content or otherwise) used or done by or on behalf of such Dealer (i) includes any or all SCC Intellectual Property or mentions, uses, depicts or otherwise refers to any or all of the SCC Products and (ii) either (a) does not conform to the Usage Policies or (b) otherwise is not expressly approved in advance in writing by SCC.

(b) Some Relevant Definitions

For purposes of the A&M Policy: (i) “**SCC Intellectual Property**” means trademarks, trade names, service marks, logotypes, images, artwork, copy or anything else in which SCC or its designee(s) claim(s) rights and (ii) the “**Usage Policies**” means policies regarding (a) the use of SCC intellectual Property and (b) uses, depictions or other references of or to any or all of the SCC Products (including without limitation those policies relating to format and content) made available by SCC through SCC Notice.

(c) Other Restrictions under the A&M Policy

Except as expressly authorized by SCC Notice or otherwise allowed by these Policies, with respect to any or all items of SCC Products, a Dealer violates the A&M Policy by knowingly or negligently, directly or indirectly:

- (i) advertising, promoting or selling using the terms “lowest price,” the “lowest prices” or “prices too low to show,” any form of low-price guarantee or the substantive equivalent (as determined by SCC) of any or all of these terms or concepts;

- (ii) advertising, promoting or selling in any or all of the following ways: (a) outside the USA and Canada (except to the extent any or all advertising and promotion efforts cannot be reasonably restricted geographically, but this exception does not apply to sales made to those located outside the USA and Canada; (b) doing business under or using any or all business names and storefronts which have not been expressly approved by SCC for such use or for which such approval has been rescinded by SCC Notice; and (c) 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 SCC for such use and which approval has not been rescinded by SCC);
- (iii) Selling in any or all of the following ways: (a) to anyone for resale other than to any or all of the Authorized Dealers and, in the case of returns of any or all items of SCC Products permitted by SCC, to SCC (such Dealer may drop ship to one or more end users on behalf of any or all the Authorized Dealers, so long as such Dealer has not received notice from SCC to the contrary which rescinds the approval of SCC therefor), (b) to each individual and entity appearing on the then-current Do-Not-Sell list (including without limitation drop shipping on behalf thereof), except to the extent as may be permitted therein and (c) , except as otherwise allowed by these Policies, to anyone other than actual and prospective end user purchasers (but not resellers), including without limitation to the Special Accounts;
- (iv) with respect to (a) each of the Special Accounts and (b) each individual and entity restricted on the Do-Not-Sell List to the extent of such restriction, doing any or all of the following in its or their entirety or in a manner inconsistent with such restriction regarding any or all of the SCC Products affected: (1) failing to cancel all pending orders (even if accepted), (2) accepting any new order(s) and (3) otherwise supplying or, on behalf thereof, drop shipping;
- (v) using any or all of SCC, its trademarks or other SCC Intellectual Property (or any variant(s) thereof) as or as part of one or more Uniform Resource Locators (URLs) or AdWords (or the substantive equivalent as determined by SCC) employed by or for the benefit of such Dealer, regardless whether such use is in connection with the offering or sale of any or all SCC Products;
- (vi) questioning or challenging the rights claimed by SCC or its designee(s) in or to the SCC Intellectual Property or assisting in any way any other(s) in doing so;
- (vii) creating or assisting in or otherwise cooperating in the creation of new Amazon Standard Identification Numbers (ASINs) for any or all SCC Products;
- (viii) purchasing any or all SCC Products other than from SCC, an Authorized Dealer or, in the case of bona fide returns only, an end user;
- (ix) offering or selling one or more products that are modified or counterfeit version(s) of one or more SCC Products; and
- (x) one or more tactics which SCC determines is or are intended to circumvent application or operation of the A&M Policy.

(d) Additional Definitions

For purposes of these Policies: (i) the **“Authorized Dealers”** means, collectively, each Dealer designated as such by SCC Notice or, in the absence of such notice, each Dealer, but, in either case, only to the extent that such Dealer is not on the then-current Do-Not-Sell List (individually, an **“Authorized Dealer”**); (ii) **“Do-Not-Sell List”** means SCC Notice which indicates that (a) one or more individuals or entities is or are not authorized by SCC to promote or resell SCC Products or (b) the designation of a Dealer as an Authorized Dealer has been revoked in whole or part with respect to all SCC Products or revoked only with respect to certain of such products; and (iii) the **“Special Accounts”** means, collectively, each individual or entity so designated by SCC Notice.

(e) The A&M Policy Exemption

Provided that a Dealer otherwise complies with these Policies, such Dealer does not violate the A&M Policy by conduct that, as determined by SCC, cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the A&M Policy until such time that it is reasonable to modify such conduct (as determined by SCC) to be consistent with the A&M Policy (the **“A&M Policy Exemption”**).

5. When A Dealer Requests Approval Under These Policies

If the approval of SCC under these Policies is sought by a Dealer, the failure to obtain it no later than seven (7) days after the date of such request will be deemed to be a disapproval of each thing for which such approval is sought.

6. Questions, Additional Information or Information Regarding Potential Violations

All questions or requests for additional information regarding these Policies and all information regarding potential violations of these Policies must be in writing and are to be addressed to the following person at SCC responsible for these Policies ("**Policy Administrator**"):

Danielle McMiller, Structural Concepts Corporation, 888 East Porter Road, Muskegon, MI 49441 USA
e-mail: dmcmliller@structuralconcepts.com

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

TERMS OF SALE POLICY

Structural Concepts Corporation ("**SCC**") Terms of Sale Policy effective as of January 1, 2017. This policy is between Structural Concepts and the Dealer. For purposes of this Policy, "**Dealer**" ("**Dealers**" in the plural) means an individual or entity located in either or both of the United States of America ("**USA**") and Canada that promotes and sells any or all products offered by SCC (in the plural, "**SCC Products**") to one or more end user purchasers (whether doing so directly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity).

Prices

Structural Concepts' current year price list supersedes all other price lists. Structural Concepts reserves the right to change the price of equipment without notice. All quotations for equipment shall be void if not accepted within 30 days.

Delivery

Shipping or delivery dates are approximate. Seller will not be liable for failure to deliver due to strikes, suppliers' delays, changes requested by Buyer or any cause beyond its control.

Shipment

When possible, Buyer's requested delivery carrier will be used. Structural Concepts, however, reserves the right to ship via any responsible carrier. Shipping charges are payable by the consignee and any claims arising as to such charges must be resolved between the carrier and the consignee.

Damage

Claims for damage in transit must be made by the consignee with the carrier. Structural Concepts assumes no responsibility for damages while in transit.

Taxes

Federal, state, city sales and use taxes are not included with these prices.

Ship Hold Requests

At its discretion, Structural Concepts will honor requests to place orders on ship hold as long as the order is released for shipment within 30 days. Orders on ship hold past 30 days are subject to cancellation and the charges associated with inventory costs.

Cancellations

Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement with Seller. Reasonable and proper cancellation charges will apply. These charges shall take into account expenses already incurred and commitments made by the Seller on behalf of the Buyer's order.

Returned Goods

No product may be returned unless authorized by Structural Concepts' corporate office. If return of product is authorized, consignee shall be required to pay a restocking and/or handling charge. Product must be returned in original factory crate, freight prepaid and have not been used. Product must be returned in the same condition as originally shipped by Structural Concepts.

STANDARD LIMITED WARRANTY POLICY

One year parts/one year labor/five year motor compressor.

Parts-One Year

Structural Concepts warrants to the original purchaser, the equipment manufactured by it to be free from defects in material and workmanship under normal use and service within 12 months after installation or not to exceed 15 months after shipment, whichever comes first.

Any items returned to the factory must be authorized by Structural Concepts' Technical Service Department and be shipped prepaid. Replacements will be shipped collect.

This warranty does not include any material, which has been subject to misuse, neglect, damage in transit, accident, negligence or alteration.

Labor-One Year

Structural Concepts warrants to the original purchaser, the equipment manufactured by it. Structural Concepts will for a period of 12 months from the date of original shipment from the factory pay the cost of labor for repairs and replacement of parts that it has determined to be defective.

This warranty does not include the cost of labor for initial installation, start-up, correction of improper installations, misapplications, repair caused by abuse and negligence, modifications, normal adjustments, drive time to and from repair site, and Freon recovery. The cost of service labor reimbursed will be based on straight time rate and reasonable time for the repair of the defect.

All service labor charges are subject to approval by Structural Concepts' Technical Service Department. Contact your Master Service Agent for your area. View the most up to date MSA listing on our website.

Motor Compressor-Five Years

Structural Concepts warrants to the original purchaser that it will repair or exchange at our option, at any time during the five years following the date of original shipment from the factory a motor compressor assembly of like design and capacity if the motor compressor assembly or any part thereof is returned prepaid to nearest authorized jobber and is proved to our satisfaction to be inoperative due to defects in material or factory workmanship. This warranty applies to the original motor compressor only.

The term "motor compressor assembly" consists of the stator, rotor, eccentric rod, eccentric shaft piston, wrist pin, suction valve, discharge valve, and the cast housing in which these parts are enclosed.

This warranty does not apply to any electrical controls, condenser, evaporator, fan motors, overload switch, starting relay, temperature control, dryer, accumulator, or wiring harnesses after the first year. No claims can be made against this warranty for spoilage of product or damages to site construction. Replacement of the motor compressor assembly must receive a prior approval from Structural Concepts' Technical Service Department.

This warranty does not apply to compressors furnished by Structural Concepts that are remote from the case, or to remote (compressor supplied by others) motor compressor applications.

LED Lights

LED light strips and drivers are covered under our standard warranty 1 year parts and labor from the original ship date of the equipment. After the standard warranty period expires, LED light strips and drivers are covered under an extended limited warranty period for parts only for a total of 2 years from the ship date of the original equipment. Warranty does not cover misuse, negligence or alteration of product.

General Conditions

Structural Concepts recommends that the installation, inspection, and start-up of refrigeration equipment be performed by a qualified refrigeration technician.

Structural Concepts makes no other expressed or implied warranty and no person or representative of the seller is authorized to add to the seller's liabilities in connection with its products other than what is expressed.

Warranties listed here are for equipment located inside the United States (including Hawaii and Alaska), Canada, Mexico and Puerto Rico.

All warranty claims must contain the following information:

- The model and serial number of the equipment
- The date of the equipment failure and place of installation
- The name and address of the agency that performed the service work
- A complete description of the equipment failure, circumstances relating to that failure, parts replaced and itemized list of all labor charges incurred.

Warranties do not include any food or business loss and transportation charges to or from Structural Concepts' factory.

Condenser coils must be cleaned at regular intervals. Failure to do so can cause compressor malfunction and will void warranty. Cases are designed to operate in an environment of 75°F. and 55% relative humidity except as noted on model spec sheets.

Structural Concepts will not be responsible for order issues caused by the use of outdated information retrieved from Authorized Dealer's websites. This includes, but not limited to, order changes that may affect price or lead time if identified before the model ships, special delivery or handling cost that may be required for equipment to reach its final location, and/or on-site costs during installation for incorrect electrical or refrigeration connections.

SERVICE AFTER SALE POLICY

To answer a Customer's technical questions and provide technical support for Structural Concepts' products ("**Tech Service**"), Technical Service lines are available 8:00 AM-5:00PM EST, Monday thru Friday.

Tech Service questions should be directed to 800-433-9490. An automated phone message will direct you to Technical Service. Representatives will assist with troubleshooting over the phone. In the event that resolution cannot be made during the phone call, the Representative will provide the name and number for a service agent in the area. In the event that the situation is occurring on equipment still under warranty, the Representative will take the necessary steps to initiate the warranty claim and proceed with corrective action.

Please be prepared to identify the equipment's model and serial numbers when calling the tech service line. This information is located on the silver serial tag attached to every unit.

Structural Concepts works with a large network of Master Service Agents authorized to service its equipment. Refer to the Master Service Agent Policy for details on this program.

MASTER SERVICE AGENT POLICY

Structural Concepts' Master Service Agent program provides over 170 Certified Refrigeration Contractor companies located across the United States, Canada, and Latin America that are familiar with our products.

Warranty Related Service – Easy as 1-2-3

If service is needed, please reference the Structural Concepts website for a list of service companies available to call. These companies are listed by state. You should reach out to them directly if service is needed.

When contacting one of the service companies, be prepared with the following information:

1. Identify the unit's model and serial numbers found on the silver serial label attached to the unit. This label is typically located on the rear of the equipment near the electrical access box or on the inside ceiling of the unit.
2. Contact the Master Service Agent for your area. A complete and up-to-date MSA listing can be viewed on our website. www.structuralconcepts.com This list is located under the Contact Us heading – Master Service Agents or you may contact our Technical Service Department at 800-433-9489.
3. The Master Service Agent will invoice Structural Concepts if the issue is covered under warranty. The customer will be responsible for non-warranty claims (e.g., routine maintenance, operator inflicted damage, tampering with settings by non-authorized service agents, etc.)

