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**STANDARD MOTOR PRODUCTS, INC.**  
**UNILATERAL MINIMUM ADVERTISED PRICE POLICY**  
**FREQUENTLY ASKED QUESTIONS**

Standard Motor Products, Inc. (“SMP”) provides these answers to Frequently Asked Questions (“FAQs”) as a service to our customers who are seeking information regarding our Unilateral Minimum Advertised Price Policy (“MAP Policy”). These FAQs are for illustrative purposes only and provide a summary of the main features of the MAP Policy. Please refer to the MAP Policy for the complete details of the policy. To the extent there is any disagreement over the interpretation or enforcement of the MAP Policy, the view of SMP will control. Terms not otherwise defined herein shall have the meanings ascribed to them in the MAP Policy.

**Q: What is a Minimum Advertised Price (“MAP”) Policy?**

A: A MAP policy is a policy that is implemented unilaterally and states how Direct Customers and Downstream Resellers can advertise certain products. A MAP Policy governs advertised price, not the actual resale price. All Direct Customers and Downstream Resellers remain free to set the ultimate resale price as they wish.

**Q: What is a Direct Customer and a Downstream Reseller?**

A: A “Direct Customer” is a person or business entity that purchases Covered Products directly from SMP. A “Downstream Reseller” who is a person or business entity located in the United States of America that purchases Covered Products for resale from a Direct Customer.

**Q: When does the MAP Policy go into effect?**

A: The MAP Policy will go into effect on October 1, 2019. However, enforcement of the MAP Policy will commence on January 1, 2020 to allow its Direct Customers and Downstream Resellers time to comply with provisions of the MAP Policy. The MAP Policy will remain in effect until such time as written notice is provided by SMP that the MAP Policy has been terminated or modified.

**Q: Which of SMP’s products does the MAP Policy cover and what is the minimum price for each product?**

A: The MAP Policy applies to the “Covered Products” which are specified on a schedule made available by SMP. The applicable MAP price for each Covered Product is available at <http://smp.channelsync.com>. SMP may add, remove or otherwise modify the schedule of Covered Products and the applicable MAP prices at any time at its discretion, and will announce such changes to its Direct Customers via written notice.

**Q: Are all forms of advertising covered by the MAP Policy?**

A: Yes. All forms of advertising (electronic or otherwise) are covered. The MAP Policy prohibits advertising a Covered Product below the MAP price, in any form. However, the MAP Policy is not applicable to internet site “check-out” pages or “shopping cart” pages where the customer makes their purchase election because once the pricing is associated with the end customer’s intent to purchase, the price is deemed the “selling price” and not an advertisement covered by the MAP Policy.

**Q: Are there any exceptions to the MAP Policy?**

A: Yes. The following types of advertisements shall not be a violation of the MAP Policy:

- advertisements that a customer may “call for price” or “email for price,” so long as no price is listed;
- advertising that the Direct Customer or Downstream Reseller has “the lowest prices” or will match or beat its competitors’ prices, so long as no advertised price is below MAP; and
- distributor to distributor advertising.

**Q: Would advertising without any reference to price violate the MAP Policy?**

A: No. Advertising without a price does not constitute a violation of the MAP Policy.

**Q: Does the MAP Policy apply to the actual sale prices of the Covered Products?**

A: No. Every Direct Customer and Downstream Reseller is free to establish any sale price that they choose. The MAP Policy only applies to the advertised prices of Covered Products.

**Q: What are the consequences for violations of the MAP Policy?**

A: SMP alone shall make all decisions pertaining to the enforcement of the MAP Policy. The MAP Policy explains the actions that SMP may take upon one or more violations of the MAP Policy. However, the consequences of violating the MAP Policy are non-exclusive and do not limit or waive in any way the legal, equitable and other remedies available to SMP under any other SMP policy or contract, or pursuant to any applicable law or regulation.

See table below for a summary of potential penalties for violations of the MAP Policy:

<b>1<sup>st</sup> violation</b>	<b>2<sup>nd</sup> violation</b>	<b>3<sup>rd</sup> violation</b>	<b>4<sup>th</sup> violation</b>	<b>Each additional violation</b>
A violation notice will be sent, and the Direct Customer must remove or stop such violation within 14 days or other timeframe indicated by SMP.	The Direct Customer must remove or stop such violation within 30 days or other timeframe indicated by SMP.	For up to 90 days, SMP may, in its discretion: <ul style="list-style-type: none"> <li>• increase the prices of the Covered Products purchased by a Direct Customer by 10%; and</li> <li>• include the offending Downstream Reseller on the Do-Not-Sell List.</li> </ul>	For up to 180 days, SMP may, in its discretion: <ul style="list-style-type: none"> <li>• increase the prices of the Covered Products purchased by a Direct Customer by 15%; and</li> <li>• include the offending Downstream Reseller on the Do-Not-Sell List.</li> </ul>	Same treatment as if a new 4 <sup>th</sup> violation has occurred.

**Q: Is a Direct Customer responsible for a violation by a Downstream Reseller?**

A: Any noncompliance with the MAP Policy by a Downstream Reseller shall constitute a violation of the MAP Policy by the Direct Customer which sold Covered Products to such Downstream Reseller.

**Q: What if a Direct Customer or Downstream Reseller repeatedly violates the MAP Policy?**

A: A frequent violator of the MAP Policy risks losing the privilege of selling our products and potentially being terminated as an account and be placed on the Do-Not-Sell List.

**Q: Can I appeal a decision regarding a MAP Policy violation?**

A: No. SMP's decisions cannot be appealed or negotiated.

**Q: Do violations expire?**

A: No. Violations remain on record indefinitely.

**Q: How do I learn more about the MAP Policy?**

A: Supporting material like MAP Price Lists, Do-Not-Sell List, and FAQs can be accessed by first registering as a Direct Customer at <http://smp.channelsync.com>.

**Q: Who can I contact if I have questions regarding the MAP Policy?**

A: Only the Policy Administrator or his/her designated representative(s) is or are authorized by SMP to answer questions regarding the MAP Policy. You can contact them in writing to:

MAP Policy Administrator  
Standard Motor Products, Inc.  
37-18 Northern Blvd.  
Long Island City, NY 11101  
email: [SMPmap@brandprotectionagency.com](mailto:SMPmap@brandprotectionagency.com)