



Corporate Office
1340 Treat Blvd., Suite 600
Walnut Creek, CA 94597
(925) 948-4000
Fax (925) 947-0914

INTERNET MINIMUM ADVERTISED PRICE POLICY

INTRODUCTION

Effective March 1, 2017, Central Garden & Pet Company ("Central"), for itself and its various business units (collectively "Central"), has unilaterally adopted the following Internet Minimum Advertised Price Policy (the "Policy"). This Policy applies to all distributors, retail outlets and resellers who sell our products online to end users located in the United States or Canada.

Central has determined that adoption of this Policy is a necessary step in its continuing efforts to facilitate innovation in its various categories of products. The purpose of the Policy is to protect Central's investment in research, development and innovation and in its retailers so they can better invest in the knowledge and service needed to best serve our consumers. This Policy is also an important component of Central's strategy to avoid distribution channel conflicts and ensure that Central products are supported with appropriate marketing and merchandising to provide a high amount of service to consumers at the local level.

COVERED PRODUCTS

This Policy applies to all "Covered Products" which means all products listed on the attachment hereto and on any additional or subsequent version of that attachment, which Central may issue in its sole discretion. Central or its individual business units may add or delete products covered by the Policy and shall provide notice of any such additions or deletions as appropriate.

POLICY

No person or entity subject to this Policy shall advertise any Covered Products online at a price less than the then-current Internet Minimum Advertised Price ("IMAP") established by Central or its business units. This Policy applies to all persons or entities that purchase Covered Products from Central or any of Central's business units. Retailers that purchase Covered Products from a distributor will be held to the same standards as a person or entity purchasing directly from Central.

This Policy addresses only Internet advertised prices and does not apply to the prices at which Covered Products are actually sold or offered for sale. No part of this Policy is

intended to require any reseller to sell at the IMAP price (or any other price) for the Covered Products. Each reseller remains free to sell Covered Products at any price such reseller chooses.

ADVERTISING

For purposes of this Policy, advertising means promoting Covered Products using the Internet, including the use of online or Internet ads as campaigns as well as sponsored links or websites linked to the reseller's website. Displays of prices shall be considered advertising if they can be accessed or viewed on the Internet by the general public or on the Internet without a secure log-in password. Advertising shall also include any language, graphics or promotions that suggest that a Covered Product is being promoted at a price less than IMAP. This Policy does not apply to the actual sales price on any check-out page (typically the page in which the purchaser has completed a final transaction for a Covered Product.). Advertising also shall not include price information provided by telephone, email response or product purchase confirmations.

PRICE

The price of a Covered Product means the net price paid by a consumer after taking into account all promotions and discounts, including use of free or discounted items in a package deal, promotions for extra savings or click link for better pricing offers. However, discounts "based on loyalty or other non-product specific promotions will not be deemed to be part of the price so long as such discounts occur after the intent to purchase is made and are not communicated in any advertisement specific to the covered product .

THIRD PARTY COMPLIANCE

Central recognizes that its distributors that purchase Covered Products cannot control actions of their customers. Nevertheless, Central expects that its distributors will support this Policy by informing their customers of this Policy, where appropriate, and by informing such customers who are third party resellers that violation of this Policy will lead to termination of access rights to Covered Products.

ENFORCEMENT

In the event of a violation of this Policy, Central or the impacted business unit may unilaterally choose to take the following actions, in their sole and independent discretion:

- 1) Notice will be sent to the violating party which will have five (5) days to either correct the violation and provide proof of such correction or remove the Covered Products from sale.

- 2) If the violation is not corrected as provided above, Central or the impacted business unit may:
 - a. cancel any existing orders for the Covered Product;
 - b. refuse to take new orders for the Covered Product;
 - c. if the violating entity is a retailer or entity who purchases from a distributor, notify distributors that they are no longer authorized to sell the Covered Product to the violating retailer or entity;
 - d. any other lawful and appropriate remedy in the complete discretion of Central or the impacted business unit.

In the event of a repeat violation by a company as to a particular Covered Product within a twelve (12) month period, the violating entity will be given notice and forty-eight (48) hours to correct the violation as provided above. Failure to correct the violation within such period shall cause Central or the impacted business unit to implement the remedies set forth above.

The enforcement remedies set forth above are not exclusive and Central reserves the right, in its sole discretion, to take such additional or other actions deemed appropriate in support of this Policy, including the right to cancel an order and/or refuse new orders from any person or entity that violates this policy or that sells to another person or entity who violates this Policy.

No Central employee or sales representative has any authority to modify, alter, or make exceptions to this Policy.