

Spindrift Internet Minimum Advertised Price Policy

Spindrift has unilaterally adopted this Policy applicable to all retailers, with respect to all advertising over the Internet of all Spindrift products. We have adopted this policy to maintain the pricing integrity of all Spindrift products.

- 1) Each Spindrift customer remains free to establish its own resale prices. However, a customer may not:
 - a) Advertise or otherwise promote Spindrift products over the Internet at a net price less than the Internet Minimum Advertised Price (“IMAP”) established by Spindrift.
 - b) Sell Spindrift products to any other person who advertises or otherwise promotes Spindrift products over the Internet at a net price less than the IMAP Spindrift.
 - c) The initial IMAP Spindrift has established is 1.8 times Standard Dealer List Price.
- 2) If a customer violates this Policy Spindrift will withdraw from the customer all rights to sell, display or list Spindrift products on the World Wide Web for a period of six (6) months, and the customer will cease all such sales, displays, and listings within thirty(30) days from the date of Spindrift notice to that effect.
- 3) If a customer fails to abide by the consequences described in paragraph 2, or otherwise violates this policy, Spindrift will cease accepting orders from the customer.
- 4) Any products discontinued by Spindrift are exempt from the IMAP.
- 5) In executing this Policy, Spindrift will act at all times unilaterally, and will neither solicit, consider nor agree to any recommendation, request, or demand of any other person. All matters of interpretation and application of these terms of this Policy shall remain within the sole, unilateral authority of Spindrift. As used in this Policy:
 - a) “Spindrift products” means any product made by Spindrift and included on Spindrift’s confidential Standard Dealer Net Price Sheet;

Any Spindrift customer is free to decide independently whether or not to follow this Policy. Spindrift neither seeks, nor will it accept, any assurance of compliance or agreement from a customer regarding this Policy. Nor will Spindrift discuss any conditions of acceptance related to this Policy. No one is, has been or will be authorized to modify or alter this Policy, or to Spindrift to any action inconsistent with its terms.

I, the undersigned, have read and understand Internet Minimum Advertised Price Policy of Spindrift.

Authorized Officer’s: (name and title)

Signature:

Company’s Name:

Date:

Please fax this form to 541-389-4716