



## REVISED UNILATERAL MINIMUM RETAIL PRICE POLICY

Blue Ox offers the best towing, braking, hitching, steering and carrier products in the world. Blue Ox products should be sold at fair prices which reflect their value and quality, and the superior effort and service provided by our distributors or dealers to their customers. We believe it is important to our success that our distributors and dealers are able to compete effectively in their efforts to promote our products. Accordingly, and in order to accomplish the goals described below, Blue Ox unilaterally adopted the original Unilateral Minimum Retail Pricing Policy applicable to all Blue Ox distributors and dealers effective May 1, 2011. This Revised Unilateral Minimum Retail Price Policy (“UMRP”) is effective immediately.

Each Blue Ox distributor and dealer remains free to establish its own retail prices. We have not, and will not, ask anyone to enter into any agreement or understanding, formal or informal, oral or written, which asks anyone to give up their right to carry on their business according to their best judgment. Similarly, we will not give up our right to carry on our business according to our best judgment. However, if a distributor or dealer advertises or sells Blue Ox products at a price less than the Unilateral Minimum Price (“UMP”), or sells Blue Ox products to another party which advertises or sells Blue Ox products at a price less than the UMP, Blue Ox will take the responsive actions described below. Blue Ox shall unilaterally establish the UMP for all Blue Ox products on the Blue Ox UMP Price Sheet, and Blue Ox reserves the sole right to unilaterally revise the UMP for any or all Blue Ox products at any time, and from time to time, in Blue Ox’s sole and complete discretion.

### **UMRP GOALS: This UMRP is designed to accomplish the following goals:**

- Prevent free-riders from benefiting from your product promotion, education, sales efforts and investments.
- Provide you with margins which permit you to invest in promotional materials and sales efforts to maximize sales and customer service.
- Provide customers with products which they desire because of their strong quality and value attributes.

### **RESPONSIVE ACTIONS:**

In the event that a distributor or dealer advertises or sells Blue Ox products at a price less than the UMP, or sells Blue Ox products to any other party that advertises or sells Blue Ox products at a price less than the UMP, Blue Ox will unilaterally take the following actions:

- In the case of a first violation, Blue Ox will withdraw all of the distributor’s or dealer’s rights to sell, display or list those Blue Ox products relating to the violation for a period of 30 days.
- In the case of a second violation, Blue Ox will withdraw all of the distributor’s or dealer’s rights to sell, display or list those Blue Ox products relating to the violation for a period of 90 days.
- In the case of a third violation, Blue Ox will withdraw all of the distributor’s or dealer’s rights to sell, display or list those Blue Ox products relating to the violation for a period of 1 year.



## REVISED UNILATERAL MINIMUM RETAIL PRICE POLICY

Any and all decisions regarding compliance with this UMRP will be made unilaterally by Blue Ox without any discussions, communication or involvement by any distributor or dealer. Blue Ox does not desire, nor does it seek, and will not accept any agreement or assurance from any distributor or dealer that such distributor or dealer will not sell or advertise Blue Ox products at a price less than the UMP. Blue Ox's sales personnel and sales representatives have no authority to modify or permit exceptions to this UMRP and will not discuss any aspect of this UMRP with any distributor or dealer. If there has been any communication, oral or written, formal or informal, which suggests that you, as a distributor or dealer, are proposing or inviting any form of agreement with respect to minimum resale prices, we will most certainly not accept your order.

Please direct any questions you may have to Mr. Alex Walker, Director of Sales at Blue Ox, at (402) 385-2868.

This UMRP is not an agreement between Blue Ox and any distributor or dealer, that any such distributor or dealer will comply with this UMRP. All Blue Ox distributors and dealers remain free to establish their own respective resale prices. Blue Ox sales personnel and sales representatives will not discuss this UMRP with any distributor or dealer. Blue Ox will determine, independent of its distributors and dealers, whether its products are being sold at a price less than the UMP. This UMRP is effective immediately, and Blue Ox reserves the sole right to unilaterally revise this UMRP at any time and from time to time in Blue Ox's sole and complete discretion.

The only Blue Ox representative authorized to answer questions concerning this UMRP is the Blue Ox Pricing Policy Administrator, Mr. Alex Walker, Director of Sales at Blue Ox.



## REVISED UNILATERAL MINIMUM RETAIL PRICE POLICY

### QUESTIONS AND ANSWERS CONCERNING THIS POLICY

#### 1. Effective Date of the UMRP?

The original Unilateral Minimum Retail Pricing Policy was effective May 1, 2011. The Revised Unilateral Minimum Retail Pricing Policy is effective immediately.

#### 2. Products subject to the UMRP?

All of those products listed on the most recently distributed or posted Blue Ox Price Sheet (which may be revised from time to time in Blue Ox's sole and complete discretion).

#### 3. What prices violate the UMRP?

Any price, quote, invoice, sales document, advertised or posted price less than the UMP shall be a violation of this UMRP.

#### 4. Will rebates from Blue Ox be calculated into whether or not product was sold or advertised at a price less than the UMP?

No, rebates specifically from Blue Ox will not be calculated into whether or not product was sold or advertised at a price less than the UMP. However, rebates from any other party will be calculated into whether or not a product was sold or advertised at a price less than the UMP.

#### 5. Will promotional give aways, extended credit or payment terms, free delivery or payment of sales tax create a violation, when offered by Blue Ox with the sale of Blue Ox products?

No, promotional give aways, extended credit or payment terms, free delivery or payment of sales tax, to the extent specifically offered by Blue Ox, will not create a violation. However, promotional give aways, extended credit or payment terms, free delivery or payment of sales tax offered by any other party may create a violation.

#### 6. What will Blue Ox do in the event of a violation?

- In the case of a first violation, Blue Ox will withdraw all of the distributor's or dealer's rights to sell, display or list those Blue Ox products relating to the violation for a period of 30 days.
- In the case of a second violation, Blue Ox will withdraw all of the distributor's or dealer's rights to sell, display or list those Blue Ox products relating to the violation for a period of 90 days.
- In the case of a third violation, Blue Ox will withdraw all of the distributor's or dealer's rights to sell, display or list those Blue Ox products relating to the violation for a period of 1 year.



## REVISED UNILATERAL MINIMUM RETAIL PRICE POLICY

### QUESTIONS AND ANSWERS CONCERNING THIS POLICY, Continued

#### **7. Should I discuss my compliance or another distributor's or dealer's non-compliance with a Blue Ox representative?**

No. Blue Ox will determine completely, unilaterally, and without any input from any distributor or dealer, whether any distributor or dealer is violating the UMRP. Blue Ox has instructed its sales representatives and distributors not to discuss these issues with distributors or dealers. Blue Ox believes this UMRP is clear. Blue Ox sales representatives will not investigate or monitor distributors' or dealers' compliance with this UMRP. Please do not ask them to do so. The only Blue Ox representative authorized to answer any questions concerning this UMRP is the Blue Ox Pricing Policy Administrator, Mr. Alex Walker, Director of Sales at Blue Ox.

#### **8. What about products returned or damaged in shipment?**

Standard UMRP pricing will apply to all products labeled "Out of Box" unless the product is returned or damaged in shipment. The UMP for products returned or damaged in shipment shall be an amount equal to 95% of the UMP for the applicable product as listed on the price sheet; provided, however, that any such products must be clearly marked as returned or damaged in shipment as applicable.

Blue Ox may lawfully announce a policy of refusing to deal with distributors or dealers who sell or advertise below the UMP and unilaterally choose not to do business with those distributors or dealers who do not comply with this UMRP.

Blue Ox will not agree with distributors or dealers on the prices they charge, or whether they will follow the UMRP. Blue Ox will simply announce the UMRP and then act upon it.

Blue Ox will not enter into any agreements with its distributors or dealers on pricing.

There will be no discussion or negotiations between Blue Ox and its distributors or dealers concerning pricing or compliance with this UMRP. There will be no discussions concerning pricing by other distributors or dealers regarding compliance with this UMRP. If a distributor or dealer has written evidence of violation by another distributor or dealer, Blue Ox will accept that information, but will not engage in discussions concerning whether or not a violation exists or what action will or will not be taken by Blue Ox.