

PPG Architectural Finishes, Inc.'s U.S. Minimum Advertised Price (MAP) Policy

PPG Industries, Inc. ("PPG") has unilaterally adopted the following Minimum Advertised Price Policy within the United States ("MAP Policy") for all PPG brands listed in Attachment A as designated by PPG from time to time in writing or as posted on a website ("Covered Products"). PPG's goal in establishing this policy is to avoid degradation of, or damage to, the brand quality and image of its Covered Products and to protect the value and goodwill in the trademarks, other marks, brands or trade names under which Covered Products are sold. PPG is adopting this MAP Policy on its own initiative to serve the best interests of consumers, PPG, and you.

PPG intends to sell Covered Products only to Distributors/Resellers that do not advertise them below the Minimum Advertised Price ("MAP") set forth in this policy. PPG may choose to enforce this policy through action up to and including termination of a Distributor/Reseller that advertises any Covered Product below the stated MAP as set forth below. This MAP Policy will be applied and enforced as follows:

1. The MAP for each Covered Product shall be the price designated as the MAP on the current price list as issued by PPG from time to time. A current price list is available at the following website: <https://www.ppgpaints.com/map-policy>. The MAP for one or more Covered Products may be amended from time to time and may be suspended periodically for national, regional, seasonal or other promotions sponsored by PPG and for clearances for product discontinuation. Changes to the MAP will be posted on the PPG Distributor/Reseller website designated by PPG and will supersede the MAPs on the price lists. It is the responsibility of Distributors/Resellers of PPG Covered Products to monitor the designated PPG website for updates.
2. This MAP Policy applies to advertisements in the following media: television, radio, websites, magazines, newspapers, social media, print (including sales flyers), posters (outside of the store), coupons, mailers, inserts, catalogs, out of home advertisements (such as billboards, signs at sporting events, and similar communications), faxes, direct to consumer marketing (including traditional and email communications). Examples of communications to which the MAP Policy applies are set forth in the attached MAP Policy FAQs.
3. PPG considers any price advertised below the MAP a violation of its MAP Policy.
4. PPG also considers any activity which PPG determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy to be a violation of the MAP Policy, including, without limitation, (a) explicitly advertising or reference to "Below MAP Price" and similar such phrases or (b) advertising any Covered Product for sale at a price less than the MAP for such Covered Product by misrepresenting the size, description, image or product name.
5. Advertising two or more Covered Products (i.e., two PPG Covered Products that are covered by this MAP Policy) for sale together ("PPG Product Bundle") at a price less than the combined MAPs for each Covered Product is a violation of this MAP Policy. PPG reserves the right to issue MAP Policy modifications that apply specifically to PPG Product Bundles.
6. Advertising any Covered Product for sale at a price less than the MAP for that Covered Product after taking into account any mail-in rebate or instant discount is a violation of this MAP Policy. PPG reserves the right to issue MAP Policy modifications that apply specifically to mail-in rebates and instant discounts on PPG Covered Products.
7. The MAP Policy only applies to advertised prices of Covered Products, and not the prices at which Covered Products are actually sold. The Distributor/Reseller is free to resell Covered Products at any price of its choice.

8. PPG reserves the right to modify, suspend, or cancel the MAP Policy, or modify any or all MAPs at any time. PPG will provide notice of any such modifications, suspension, or cancellations on the designated PPG Distributor/Reseller website. It is the responsibility of each member of the PPG distribution network to monitor the PPG designated Distributor/Reseller website for updates.
9. If a retailer advertises prices below those required by this MAP Policy, PPG shall take the following actions:
 - First Violation:
 - Notify the Distributor/Reseller of the non-compliant advertisement with a reminder of PPG's MAP Policy on Covered Products.
 - Withhold any amount of the value of the Promotional Funds available under the PPG Promotional Funding Program in connection with advertising that violates this MAP Policy.
 - Second Violation within 12 calendar months of the first violation:
 - Revoke a Distributors/Reseller's authorization to ship or sell Covered Products.
 - Terminate the Distributor/Reseller Agreement or other relevant agreement between PPG and the member of the distribution network who has violated this MAP Policy.
10. PPG intends to monitor Distributor/Reseller compliance with the MAP Policy and is confident it can do so effectively. PPG does not solicit allegations or complaints from Distributors/Resellers that other Distributors/Resellers who are not in compliance with the MAP Policy. Distributors/Resellers who become aware of potential violations of the MAP Policy by another Distributor/Reseller should not transmit any such allegation or complaint to PPG about the subject matter.
11. PPG will make all decisions concerning compliance with and enforcement of this MAP Policy unilaterally. PPG does not want or seek your agreement to promote and sell our products at or above any particular price, nor does PPG want you to advise it of what your plans or intentions may be with respect to the MAP Policy.
12. This MAP Policy is a unilateral declaration of policy by PPG and does not reflect or constitute an agreement between PPG and any Distributor/Reseller or seek an agreement between PPG and any Distributor/Reseller.
13. To ensure consistent application of this policy, only the MAP Policy Manager is authorized to discuss the MAP Policy with you. Any questions regarding this Policy should be sent to the MAP Policy Manager at map@ppg.com or to the following address:

PPG Architectural Finishes, Inc.
400 Bertha Lamme Drive
Cranberry Township, PA 16066
Attention: MAP Policy Manager

A list of common questions and answers is attached for your information.

PPG MAP Policy FAQs

Q: What are examples of communications to which the MAP Policy applies?

A: The MAP Policy applies to all television, radio, websites, magazines, newspapers, social media, print (including sales flyers), posters (outside of the store), coupons, mailers, inserts, catalogs, out of home advertisements (such as billboards, signs at sporting events, and similar communications), faxes, and direct to consumer marketing (including traditional and email communications).

Q: Do Distributors/Resellers need to sign the MAP Policy indicating that they agree with its provisions?

A: No. The MAP Policy is not an agreement between PPG and any Distributor/Reseller. It is a policy that PPG is unilaterally implementing for all members of the PPG distribution network in order to maintain the integrity of the Covered Products. The purpose of this document is to inform all members of the PPG distribution network of the MAP Policy and of the consequences for deviating from the published MAPs of Covered Products. Whether a Distributor/Reseller complies with the MAP Policy is solely in the discretion of the Distributor/Reseller. Non-compliance will carry the consequences described in the MAP Policy.

Q: Does the MAP Policy affect selling prices?

A: No. Distributors/Resellers are free to resell Covered Products at any price of their choice. The MAP Policy only provides requirements relating to advertised prices for Covered Products.

Q: Where can I obtain information on suspensions or modifications to the MAPs, or for updates to this MAP Policy?

A: Any temporary suspensions or modifications of the MAPs, as well as any modifications to the MAP Policy, will be posted on the designated website for PPG Distributors/Resellers (currently the designated website is <https://www.ppgpaints.com/map-policy>). Any member of the PPG distribution network may also contact the MAP Policy Manager at map@ppg.com. No individual notices will be sent with respect to MAP suspensions or modifications, or changes to the MAP Policy.

Q: What are examples of advertising that does not violate the MAP Policy:

A: Examples include:

- Advertising discounts where the resulting price is at least as high as the MAP for the Covered Product.
- Advertising that does not state a price directly or by reasonable implication.
- Advertising that promises to “meet or beat” a competitor’s price.
- Advertising that includes an offer of a gift card when a Covered Product is purchased and that provides for a future discount on subsequent purchases from the Distributor/Reseller.
- Advertising of a blanket price reduction, applicable store-wide or department-wide, so long as no Covered Product or the PPG brand name or trademarked symbol is shown in the advertisement with the discounted.

