

# Structural Concepts Corporation

## Brand Protection Policies

SCC products are of high quality with a premium image for excellence and innovation earned through extensive product and market development activities and superior service. In an effort to help safeguard the reputation of Structural Concepts, ensure the long-term viability of its brands and protect the investment of those dealers that provide valuable services to end users, Structural Concepts has adopted these policies.

November 1, 2016

### To Our Valued Dealers:

Thank you for your continued enthusiasm and support of Structural Concepts products.

This note is to introduce to you our new Brand Protection Policies for Dealers, which are effective January 1, 2017 and accompany this correspondence. They have been adopted in an effort to help safeguard the reputation of Structural Concepts Corporation ("SCC"), ensure the long-term viability of our brands and protect the investment of those Dealers that provide valuable services to end users.

The Policies: (1) are applicable to each individual or entity located in the United States ("USA") and Canada that directly or indirectly promotes and sells any or all products offered by SCC to one or more end user purchasers (such individual or entity is a "Dealer" and, in the plural, are "Dealers") and (2) consist of (a) a policy regarding electronic minimum resale price (the "Electronic Minimum Resale Price Policy" or the "EMRP Policy"), (b) a policy dealing with advertising and marketing (the "Advertising and Marketing Policy" or the "A&M Policy"), c) terms of sale policy, and d) limited warranty policy.

While the Policies are those of SCC alone, we made every effort to develop a realistic approach that addresses practical issues. In addition, we are providing you with advance notice of the effective date of the Policies, so that you have sufficient time, if you wish, to notify your staff, incorporate the Policies into your planning and conform practices and advertising and promotional efforts. Since this note is only a summary, we encourage you to read the Policies carefully. The two policies added for 2017 are briefly described below.

**The Electronic Minimum Resale Price Policy:** The EMRP Policy: (1) establishes an electronic minimum resale price ("EMRP") for various SCC Products (individually, a "Covered Product" and collectively, the "Covered Products") and (2) applies to the prices at which the Covered Products are offered and sold using electronic means (such as the Internet and texting). In other words, although each Dealer is free to make its own pricing decisions, the EMRP Policy applies both to the advertised or offer price, as well as the actual selling price. A violation of the EMRP Policy occurs when a Dealer offers or sells a Covered Product below its EMRP. EMRP is equal to 50% off published list prices.

**The Advertising and Marketing Policy:** Among other things, the A&M Policy: (1) requires that the use of SCC intellectual property (such as trademarks and product images) and the depiction of SCC Products comply with SCC policies and (2) prohibits selling (a) outside the USA and Canada, (b) online, except when using a website and business name approved by SCC in advance and (c) to anyone other than end users and Dealers authorized by SCC. Note that, unlike the EMRP Policy, the A&M Policy is not limited to electronic media, as both conventional advertising and in-store activities also are covered.

In addition, an update to the Terms of Sale policy has been made for ship hold requests.

If you have any questions regarding this material, please let us know.

Sincerely,

*Danielle McMiller*

Danielle McMiller  
VP Foodservice Sales & Marketing  
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# BRAND PROTECTION (BP) POLICIES FOR DEALERS

## EFFECTIVE AS OF JANUARY 1, 2017

Structural Concepts Corporation (“**SCC**”) implemented a Minimum Advertised Price Policy effective as of January 1, 2014 (the “**Previous MAP Policy**”). To accommodate certain changes to the Previous MAP Policy, these Brand Protection (BP) Policies for Dealers (these “**Policies**”) will replace the Previous MAP Policy effective as of January 1, 2017 (the “**Policy Effective Date**”). Until the Policy Effective Date, the Previous MAP Policy remains in full force and effect, and violations under the Previous MAP Policy will be addressed according to its terms.

These Policies: (1) are applicable to each Dealer and (2) consist of (a) a policy regarding electronic minimum resale price (the “**Electronic Minimum Resale Price Policy**” or the “**EMRP Policy**”) and (b) a policy dealing with advertising and marketing (the “**Advertising and Marketing Policy**” or the “**A&M Policy**”). For purposes of these Policies, “**Dealer**” (“**Dealers**” in the plural) means an individual or entity located in either or both of the United States of America (“**USA**”) and Canada that promotes and sells any or all products offered by SCC (in the plural, “**SCC Products**”) to one or more end user purchasers (whether doing so directly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity).

### 1. Purpose

SCC Products are of high quality with a premium image for excellence and innovation earned through extensive product and market development activities and superior service. Some Dealers have taken or may take advantage of these facts by advertising or selling such products as loss leaders, promoting or applying unfair discounts or misusing intellectual property of SCC or references to SCC or its products. In an effort to help safeguard the reputation of SCC, insure the long-term viability of its brands and protect the investment of those Dealers that provide valuable services to end users, SCC has adopted these Policies.

### 2. Scope

The Electronic Minimum Resale Price Policy generally applies to certain SCC Products offered or sold in particular ways, while the Advertising and Marketing Policy, unless otherwise noted, applies to all SCC Products, regardless how they are offered or sold.

### 3. The Electronic Minimum Resale Price Policy

#### (a) Covered Products

The EMRP Policy establishes an electronic minimum resale price (“**Electronic Minimum Resale Price**” or “**EMRP**” and referring to either the singular or the plural or both, “**EMRP(s)**”) for each of the SCC Products as specified on the price list(s) or product list(s) provided or otherwise made available to each Dealer by SCC or otherwise communicated by SCC Notice intended for such Dealer (individually, a “**Covered Product**” and collectively, “**Covered Products**”). For purposes of these Policies, “**SCC Notice**” means notice from SCC to a Dealer provided or made available electronically or otherwise, such as, but not limited to, posting on one or more websites designated by SCC.

#### (b) Application

Each form of Electronic Content containing Price Information regarding one or more of the Covered Products made available or provided by or on behalf of a Dealer (collectively, “**Electronic Marketing**”) is subject to the EMRP Policy. **When applied to websites, the EMRP Policy considers Price Information found outside-the-cart (or other container), in-the-cart (or other container) and at checkout to be covered by the EMRP Policy.** EMRP is equal to 50% off published list prices.

#### (c) Things Not Considered Electronic Marketing

The following are not considered to be Electronic Marketing and, therefore, are not subject to the EMRP Policy:

- (i) each offer made in or through Conventional Advertising (for purposes of these Policies, “**Conventional Advertising**” means newspapers, magazines, direct mail, catalogs, radio, television, signs and each other medium so designated by SCC);
- (ii) each offer or sale made: (A) in direct response to a specific customer inquiry through individualized live telephone communication or individualized e-mail (but not automated bounce-back e-mail or the substantive equivalent) in direct response to a specific customer inquiry or (B) live face-to-face interaction; and
- (iii) other things deemed not to be Electronic Marketing by SCC Notice.

#### (d) Violations of the EMRP Policy

Although each Dealer remains free to establish its own resale prices, such Dealer violates the EMRP Policy by using any or all forms of Electronic Marketing to (i) make available in any way (whether through advertising, promotion, proposal or otherwise (individually and collectively, “**offering**” and its variants)), (ii) achieve one or more sales or (iii) otherwise provide one or more of the Covered Products during the Policy Period at a Net Adjusted Price less than the corresponding EMRP(s) established by SCC from time to time and communicated to such Dealer by SCC Notice.

#### (e) Certain Definitions

For purposes of these Policies: (i) “**Electronic Content**” means information which (A) can be accessed directly through any hypertext link, by any other method which uses hypertext transfer protocol (http) or anything which SCC considers to be the substantive equivalent or (B), to the extent not covered by the preceding description, is provided by or on (1) one or more mobile apps or mobile sites for devices (such as tablets and

smartphones), (2) social media (e.g., Twitter and Facebook), (3) Internet shopping sites, marketplaces and comparison search engines (CSEs) to which a Dealer supplies pricing information (e.g., Google Shopping, Buy.com, eBay, Amazon and PriceGrabber), (4) electronic solicitations or other electronic communications (e.g., robocalls, caller-on-hold and other audio recordings, messaging (e.g., SMS (text), MMS (multimedia) and IM (instant)), webcasts, e-mail and online or other electronic chats) and (5) electronic media advertisements (e.g., e-mail newsletters, pop-ups and banners); (ii) **“Price Information”** means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount(s) or value) and anything which SCC considers to be the substantive equivalent; (iii) the **“Policy Period”** means the time period beginning on the Policy Effective Date and ending on the termination date described in future SCC Notice; and (iv) **“Net Adjusted Price”** means the lower of the price at which a Covered Product is offered by or for the benefit of a Dealer to a customer (potential or actual) or that actually paid to or for the benefit of a Dealer for a Covered Product by such customer after (A) applying all discounts and similar price reductions, (B) excluding certain taxes and shipment charges and (C) giving effect to the value of free or reduced-price bundles.

#### **(f) Calculation of Net Adjusted Price**

Except as otherwise provided in the EMRP Policy, Net Adjusted Price will be calculated by:

- (i) taking into account all discounts, deductions, rebates and allowances offered or given to a potential or actual customer (regardless of source, whether given or taken at the time of sale or otherwise and considered by SCC to be part of such offer or sale);
- (ii) excluding, if to be paid or paid by such customer, all applicable taxes and all shipping, delivery and insurance charges (However, if a Dealer offers to pay or pays any or all of such taxes and such charges that otherwise would be paid by such customer, the amount so offered or paid by such Dealer will be considered a discount.);
- (iii) subtracting, in the case of free goods, services and similar benefits for such customer offered or provided by such Dealer, the fair market value (as determined by SCC) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by SCC to be part of such offer or sale); and
- (iv) subtracting, in the case of reduced-price goods and services and similar benefits for such customer offered or provided by such Dealer, the difference between: (A) the fair market value (as determined by SCC) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by SCC to be part of such offer or sale) and (B) the amount to be paid or actually paid for such goods, services and benefits.

The fair market value for each Covered Product provided for free or at a reduced price with the purchase of another Covered Product will be its EMRP. From time to time, SCC may communicate to a Dealer in writing or electronically what it considers to be the fair market value for particular goods or services.

#### **(g) Other Ways to Violate the EMRP Policy**

Except as expressly approved by SCC in advance, as otherwise permitted by these Policies or to the extent limited to the Covered Products as provided herein, a Dealer (directly or through another party on behalf or for the benefit of such Dealer) using or engaging in any or all of the following terms, descriptions, conditions, offers or activities (or the substantive equivalent of any or all of them as determined by SCC) in connection (directly or indirectly) with the offering or sale of any or all SCC Products using Electronic Marketing will be deemed to be a violation of these Policies:

- (i) in connection with the advertising, promotion or sale of any or all of the Covered Products, a strike-through of any EMRP(s) regardless whether one or more other prices is or are shown;
- (ii) if a price for a Covered Product is shown in Internet advertising or promotion or as part of a sale made over the Internet permitted by these Policies and the price for such product varies (exclusive of applicable taxes and all shipping, delivery and insurance charges) across any or all of (A) the initial webpage mentioning, depicting or describing such product (if a price for such product appears on such page), (B) the in-the-cart (or other container) price, (C) the checkout price and (iv) the substantive equivalent of any or all of them as determined by SCC;
- (iii) an invitation to click, rollover or the equivalent (as determined by SCC) to obtain a price for any or all of the Covered Products;
- (iv) the promotion or sale to group purchasers, except at price(s) no less than each applicable EMRP;
- (v) advertising or promoting a trade-in offer for one or more SCC Products or any other product(s) in connection with or applicable to any or all of the Covered Products, regardless whether a specific trade-in price or value is advertised or promoted;
- (vi) except as otherwise directed by these Policies, on any or all proposals, quotations, contracts, invoices and receipts provided to or prepared for the benefit of any or all of such Dealer’s potential and actual customers in connection with the offer or sale of any or all of the Covered Products (individually and collectively, **“Customer Communications”**), the failure of such Dealer to itemize the price charged for each of the products and services shown, referred to or otherwise included on or in such Customer Communications, regardless whether such Customer Communications contain(s) any reference to any or all of the Covered Products; and
- (vii) one or more tactics which SCC determines is or are intended to circumvent application or operation of the EMRP Policy.

#### **(h) Changes Relevant to the EMRP Policy**

SCC, at any time, may vary the EMRP for a Covered Product or add to or delete any or all of the Covered Products, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select SCC programs or any other SCC policy or in

any other situation announced by SCC from time to time. SCC will endeavor to provide prior notice of each new EMRP or such change in the Covered Products, generally not less than five (5) days in advance. While SCC will communicate each EMRP and such change through the price list(s) or product list(s) provided or made available to each Dealer by SCC or otherwise by SCC Notice, each Dealer is responsible for making sure that it is aware of each appropriate EMRP and Covered Product in each circumstance.

#### (i) The EMRP Policy Exemptions

A Dealer does not violate the EMRP Policy by offering or selling to a potential or actual customer any or all of the Covered Products using Electronic Marketing during the Policy Period at a Net Adjusted Price that is less than the applicable EMRP(s) if such offer or sale is made in accordance with one or more of the following exemptions (collectively, the **“EMRP Policy Exemptions”**) and otherwise complies with these Policies:

- (i) each offer or sale using or applying a rebate, coupon or the equivalent (as determined by SCC) will not be considered part of Net Adjusted Price if such rebate, coupon or the equivalent is provided by SCC or its designee(s) (A) directly to such customer or (B) to such Dealer for provision to and use by such customer;
- (ii) each offer or sale of any or all of the Covered Products, in the case of returns of any or all items of SCC Products permitted by SCC, to SCC;
- (iii) each offer that cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the EMRP(s), the Covered Products or the EMRP Policy until such time that it is reasonable to revise them (as determined by SCC) to be consistent with the EMRP Policy;
- (iv) each bona fide written contract made or facilitated using Electronic Marketing between such Dealer and a customer that became effective (A) prior to November 1, 2016 (the **“Policy Announcement Date”**) or (B) after the Policy Announcement Date, if performance by such Dealer under such contract is completed prior to the Policy Effective Date;
- (v) a bona fide offer of one or more of the Covered Products made by such Dealer prior to (A) the Policy Announcement Date or (B) the effective date of a change in the EMRP(s), the Covered Products or the EMRP Policy, which makes such offer or the subsequent sale based on acceptance of such offer non-compliant with the EMRP Policy, as long as (A), if the Previous MAP Policy or the EMRP Policy was in place at the time such offer was made, it complied with the then-current terms thereof; (B) such offer is effective for no longer than ten (10) days or other reasonable time period (as determined by SCC) after the Policy Announcement Date or the effective date of such change; and (C) each of the Covered Products included in such sale will be delivered to such customer no later than thirty (30) days after such acceptance;
- (vi) the offer or sale under one or more special programs (if any) designated by SCC; and
- (vii) provided that such offer or sale is reasonable (as determined by SCC), the offer or sale of one or more units of any or all of the Covered Products: (A) that are used, rather than new (such as demonstration or display units) or (B), as long as it is not advertised to the general public, to an employee of such Dealer for his or her personal use (and not for resale).

#### 4. **The Advertising and Marketing Policy**

##### (a) Use of SCC Intellectual Property or References to SCC Products

A Dealer violates the A&M Policy if any advertisement, promotion or other marketing vehicle (regardless of medium, whether Conventional Advertising, Electronic Content or otherwise) used or done by or on behalf of such Dealer (i) includes any or all SCC Intellectual Property or mentions, uses, depicts or otherwise refers to any or all of the SCC Products and (ii) either (A) does not conform to the Usage Policies or (B) otherwise is not expressly approved in advance in writing by SCC.

##### (b) Some Relevant Definitions

For purposes of the A&M Policy: (i) **“SCC Intellectual Property”** means trademarks, trade names, service marks, logotypes, images, artwork, copy or anything else in which SCC or its designee(s) claim(s) rights and (ii) the **“Usage Policies”** means policies regarding (A) the use of SCC Intellectual Property and (B) uses, depictions or other references of or to any or all of the SCC Products (including without limitation those policies relating to format and content) made available by SCC through SCC Notice.

##### (c) Other Restrictions under the A&M Policy

Except as expressly authorized by SCC Notice or otherwise allowed by these Policies, with respect to any or all items of SCC Products, a Dealer violates the A&M Policy by knowingly or negligently, directly or indirectly:

- (i) advertising, promoting or selling using the terms “lowest price,” the “lowest prices” or “prices too low to show,” any form of low-price guarantee or the substantive equivalent (as determined by SCC) of any or all of these terms or concepts;
- (ii) advertising, promoting or selling in any or all of the following ways: (A) outside the USA and Canada (except to the extent any or all advertising and promotion efforts cannot be reasonably restricted geographically, but this exception does not apply to sales made to those located outside the USA and Canada); (B) doing business under or using any or all business names and storefronts which have not been expressly approved by SCC for such use or for which such approval has been rescinded by SCC Notice; and (C) online in any fashion (unless and only to the extent each business name, storefront, website and marketplace used for such purpose by such Dealer is expressly approved by SCC for such use and which approval has not been rescinded by SCC);
- (iii) selling in any or all of the following ways: (A) to anyone for resale other than to any or all of the Authorized Dealers and, in the case of returns of any or all items of SCC Products permitted by SCC, to SCC (such Dealer may drop ship to one or more end users on behalf of any or all the Authorized Dealers, so long as such Dealer has not received notice from SCC to the contrary which rescinds the approval of SCC therefor), (B)

to each individual and entity appearing on the then-current Do-Not-Sell List (including without limitation drop shipping on behalf thereof), except to the extent as may be permitted therein and (C), except as otherwise allowed by these Policies, to anyone other than actual and prospective end user purchasers (but not resellers), including without limitation to the Special Accounts;

- (iv) with respect to (A) each of the Special Accounts and (B) each individual and entity restricted on the Do-Not-Sell List to the extent of such restriction, doing any or all of the following in its or their entirety or in a manner inconsistent with such restriction regarding any or all of the SCC Products affected: (1) failing to cancel all pending orders (even if accepted), (2) accepting any new order(s) and (3) otherwise supplying or, on behalf thereof, drop shipping;
- (v) using any or all of SCC, its trademarks or other SCC Intellectual Property (or any variant(s) thereof) as or as part of one or more Uniform Resource Locators (URLs) or AdWords (or the substantive equivalent as determined by SCC) employed by or for the benefit of such Dealer, regardless whether such use is in connection with the offering or sale of any or all SCC Products;
- (vi) questioning or challenging the rights claimed by SCC or its designee(s) in or to the SCC Intellectual Property or assisting in any way any other(s) in doing so;
- (vii) creating or assisting in or otherwise cooperating in the creation of new Amazon Standard Identification Numbers (ASINs) for any or all SCC Products;
- (viii) purchasing any or all SCC Products other than from SCC, an Authorized Dealer or, in the case of bona fide returns only, an end user;
- (ix) offering or selling one or more products that are modified or counterfeit version(s) of one or more SCC Products; and
- (x) one or more tactics which SCC determines is or are intended to circumvent application or operation of the A&M Policy.

#### **(d) Additional Definitions**

For purposes of these Policies: (i) the **“Authorized Dealers”** means, collectively, each Dealer designated as such by SCC Notice or, in the absence of such notice, each Dealer, but, in either case, only to the extent that such Dealer is not on the then-current Do-Not-Sell List (individually, an **“Authorized Dealer”**); (ii) **“Do-Not-Sell List”** means SCC Notice which indicates that (A) one or more individuals or entities is or are not authorized by SCC to promote or resell SCC Products or (B) the designation of a Dealer as an Authorized Dealer has been revoked in whole or part with respect to all SCC Products or revoked only with respect to certain of such products; and (iii) the **“Special Accounts”** means, collectively, each individual or entity so designated by SCC Notice.

#### **(e) The A&M Policy Exemption**

Provided that a Dealer otherwise complies with these Policies, such Dealer does not violate the A&M Policy by conduct that, as determined by SCC, cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the A&M Policy until such time that it is reasonable to modify such conduct (as determined by SCC) to be consistent with the A&M Policy (the **“A&M Policy Exemption”**).

### **5. When a Dealer Requests Approval under these Policies**

If the approval of SCC under these Policies is sought by a Dealer, the failure to obtain it no later than seven (7) days after the date of such request will be deemed to be a disapproval of each thing for which such approval is sought.

### **6. Consequences of Violating these Policies**

SCC, without assuming any liability, will take one or more of the following actions immediately following verification by SCC to its satisfaction that a Dealer has violated any or all of these Policies:

**For the first violation during the Policy Period:** If such violation is due to:

(a) **continuing use of offending reference(s), text or conduct**, such Dealer, after receiving notice of such violation from SCC, will remove or stop or cause to be removed or stopped the offending reference(s), text or conduct (if SCC determines that it or they can be) within the Allotted Period (for purposes of these Policies, the **“Allotted Period”** means the time period specified in the notice of violation provided by SCC to such Dealer, which typically will be one of the following: (i) no later than one (1) business day (usually for a violation involving Electronic Content); (ii) no later than three (3) business days (generally for all other cases); or (iii) by the conclusion of the period otherwise specified by SCC) or

(b) **offending reference(s), text or conduct that SCC determines cannot be removed or stopped** (for example, a violation has not been continued or repeated, such as an offending ad run one time or a sale made the previous week), SCC will provide notice of such violation to such Dealer.

**For the second violation during the Policy Period:** In the event that (a) the offending reference(s), text or conduct that caused the first violation is or are not removed or stopped (if SCC determines that it or they can be) within the Allotted Period after receiving notice of the first violation from SCC or (b) such Dealer otherwise violates these Policies a second time, effective as of the date specified in notice from SCC to such Dealer and continuing for the next thirty (30) days, the authorization of such Dealer to purchase any or all SCC Products will be immediately revoked by SCC, so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer for each such product.

**For the third violation during the Policy Period:** In the event that (a) the offending reference(s), text or conduct that caused the second violation is or are not removed or stopped (if SCC determines that it or they can be) within the Allotted Period after receiving

notice of the second violation from SCC or (b) such Dealer otherwise violates these Policies a third time, effective as of the date specified in notice from SCC to such Dealer and continuing until SCC provides notice to such Dealer otherwise, if ever, the authorization of such Dealer to purchase any or all of the SCC Products designated by SCC (the “**Designated Products**”) will be immediately revoked by SCC, so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer for any or all of the Designated Products.

**For each additional violation during the Policy Period:** In the event that, after the third violation of these Policies by such Dealer, either or both of the following is or are relevant: (a) the Designated Products do not include all SCC Products or (b) SCC provides notice to such Dealer that SCC has re-authorized such Dealer to purchase any or all of the Designated Products, then each act or failure to act of such Dealer that constitutes a violation of these Policies (or is deemed by SCC to be such a violation) will receive the same treatment as if a new third violation had then occurred.

Each violation of these Policies is cumulative through the Policy Period. Beginning with the third violation, the consequences of each violation take effect regardless whether the consequences for the preceding violation(s) are still running. The same act(s) or failure(s) to act may result in multiple violations.

Unless SCC designates otherwise, for purposes of compliance with these Policies, each business (regardless of the name(s) used and location(s)) directly or indirectly owned, operated or associated with a Dealer (as determined by SCC) will be considered to part of such Dealer, so that each violation by any such business will be aggregated with that or those of each other such business and attributed to such Dealer.

## **7. Additional Provisions**

Effective as of the Policy Effective Date, these Policies supersede and cancel each other policy applicable to each Dealer from SCC for any or all SCC Products, if any, regarding minimum advertised price (MAP), resale price or, to the extent covered by these Policies, the advertising and marketing matters referred to herein. For any reason(s) deemed appropriate by SCC (including without limitation based the request of a Dealer for SCC to consider such things as, but not necessarily restricted to, limited-time promotional offers for a Dealer event or otherwise), but in no case other than as the unilateral decision of SCC, these Policies may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by notice from SCC at any time (including without limitation during any SCC-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by SCC. If SCC negotiates price(s) with an individual or entity that is or are less than the EMRP(s) and offers a Dealer the opportunity to fulfill one or more orders at such price(s), acceptance by such Dealer of such opportunity will not constitute a violation of these Policies.

Regardless whether expressly indicated in these Policies, each notice referred to herein (including without limitation SCC Notice): (a) may, as determined by SCC, be given in writing or electronically (including without limitation posting on a Dealer portal) and (b) will be considered to be received as designated by SCC. The Explanation (which also may be referred to as “Frequently Asked Questions,” “FAQs” or the equivalent as determined by SCC), if any, accompanying or associated with these Policies is intended to help answer questions in connection with them, but is not part of these Policies. In the event of any disagreement over the interpretation or enforcement of these Policies, the view of SCC will control.

If a Dealer violates these Policies or SCC determines that such Dealer does not qualify for or abused any or all of the EMRP Policy Exemptions and the A&M Policy Exemption, such exemption(s) will be deemed withdrawn by SCC retroactive to the Policy Effective Date or such other date specified by SCC. Except in extraordinary circumstances, SCC will not consider any requests for other exemptions.

The availability of any or all items of SCC Products may be changed by SCC anytime, in which case, SCC and each of the Authorized Dealers may without liability or penalty (a) cancel all pending orders (even if accepted) from a Dealer for such changed item(s) and (b) refuse to accept any new orders from a Dealer for such item(s).

SCC will not discuss any conditions of acceptance related to these Policies. In addition, SCC neither solicits, nor will it accept, any assurance of compliance with these Policies. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Dealer and SCC or otherwise, nothing shall constitute an agreement by such Dealer to comply with the EMRP Policy, as, among other things, the EMRP Policy is not and should not be construed to be one of the Dealer Policies or the SCC Policies (as such term(s) is, are or may be used in any or all of such agreements or in these Policies) where such compliance is mandatory.

## **8. Questions, Additional Information or Information Regarding Potential Violations**

All questions or requests for additional information regarding these Policies and all information regarding potential violations of these Policies must be in writing and are to be addressed to the following person at SCC responsible for these Policies (“**Policy Administrator**”):

**Danielle McMiller, Structural Concepts Corporation, 888 East Porter Road, Muskegon, MI 49441 USA**  
**e-mail: [dmcmliller@structuralconcepts.com](mailto:dmcmliller@structuralconcepts.com)**

Only the Policy Administrator or the Policy Administrator’s designated representative(s) is or are authorized by SCC to answer questions regarding these Policies, to comment on these Policies or to accept information regarding potential violations.

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## TERMS OF SALE POLICY

Structural Concepts Corporation (“**SCC**”) Terms of Sales Policy effective as of January 1, 2017. This policy is between Structural Concepts and the Dealer. For purposes of this Policy, “**Dealer**” (“**Dealers**” in the plural) means an individual or entity located in either or both of the United States of America (“**USA**”) and Canada that promotes and sells any or all products offered by SCC (in the plural, “**SCC Products**”) to one or more end user purchasers (whether doing so directly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity).

### Prices

Structural Concepts’ current year price list supersedes all other price lists. Structural Concepts reserves the right to change the price of equipment without notice. All quotations for equipment shall be void if not accepted within 30 days.

### Delivery

Shipping or delivery dates are approximate. Seller will not be liable for failure to deliver due to strikes, suppliers’ delays, changes requested by Buyer or any cause beyond its control.

### Shipment

When possible, Buyer’s requested delivery carrier will be used. Structural Concepts, however, reserves the right to ship via any responsible carrier. Shipping charges are payable by the consignee and any claims arising as to such charges must be resolved between the carrier and the consignee.

### Damage

Claims for damage in transit must be made by the consignee with the carrier. Structural Concepts assumes no responsibility for damages while in transit.

### Taxes

Federal, state, city sales and use taxes are not included with these prices.

### Ship Hold Requests

At its discretion, Structural Concepts will honor requests to place orders on ship hold as long as the order is released for shipment within 30 days. Orders on ship hold past 30 days are subject to cancellation and the charges associated with inventory costs.

### Cancellations

Buyer may cancel its order, reduce quantities, revise specifications or extend schedules only by mutually agreement with Seller. Reasonable and proper cancellation charges will apply. These charges shall take into account expenses already incurred and commitments made by the Seller on behalf of the Buyer’s order.

### Returned Goods

No product may be returned unless authorized by Structural Concepts’ corporate office. If return of product is authorized, consignee shall be required to pay a restocking and/or handling charge. Product must be return in original factory crate, freight prepaid and have not be used. Product must be returned in the same condition as originally shipped by Structural Concepts.

# STANDARD LIMITED WARRANTY POLICY

## **One-year parts/one year labor/five year motor compressor.**

### **Parts—One Year**

Structural Concepts warrants to the original purchaser, the equipment manufactured by it to be free from defects in material and workmanship under normal use and service within 12 months after installation or not to exceed 15 months after shipment, whichever comes first.

Any items returned to the factory must be authorized by Structural Concepts Technical Service Department and be shipped prepaid. Replacements will be shipped collect.

This warranty does not include any material, which has been subject to misuse, neglect, damage in transit, accident, negligence or alteration.

### **Labor—One Year**

Structural Concepts warrants to the original purchaser, the equipment manufactured by it. Structural Concepts will for a period of 12 months from the date of original shipment from the factory pay the cost of labor for repairs and replacement of parts that it has determined to be defective.

This warranty does not include the cost of labor for initial installation, start-up, correction of improper installations, misapplications, repair caused by abuse and negligence, modifications, normal adjustments, drive time to and from repair site, and Freon recovery. The cost of service labor reimbursed will be based on straight time rate and reasonable time for the repair of the defect.

All service labor charges are subject to approval by Structural Concepts Technical Service Department. Contact your Master Service Agent for your area. View the most up to date MSA listing on our website.

### **Motor Compress—Five Years**

Structural Concepts warrants to the original purchaser that it will repair or exchange at our option, at any time during the five years following the date of original shipment from the factory a motor compressor assembly of like design and capacity if the motor compressor assembly or any part thereof is returned prepaid to nearest authorized jobber and is proved to our satisfaction to be inoperative due to defects in material or factory workmanship. This warranty applies to the original motor compressor only.

The term "motor compressor assembly" consists of the stator, rotor, eccentric rod, eccentric shaft piston, wrist pin, suction valve, discharge valve, and the cast housing in which these parts are enclosed.

This warranty does not apply to any electrical controls, condenser, evaporator, fan motors, overload switch, starting relay, temperature control, dryer, accumulator, or wiring harnesses after the first year. No claims can be made against this warranty for spoilage of product or damages to site construction. Replacement of the motor compressor assembly must receive a prior approval from Structural Concepts' Technical Service Department.

This warranty does not apply to compressors furnished by Structural Concepts that are remote from the case, or to remote (compressor supplied by others) motor compressor applications.

### **LED Lights**

LED light strips and drivers are covered under our standard warranty 1 year parts and labor from the original ship date of the equipment. After the standard warranty period expires, LED light strips and drivers are covered under an extended limited warranty period for parts only for a total of 2 years from the ship date of the original equipment. Warranty does not cover misuse, negligence or alteration of product.

### **General Conditions**

Structural Concepts recommends that the installation, inspection, and start-up of refrigeration equipment be performed by a qualified refrigeration technician.

Structural Concepts makes no other expressed or implied warranty and no person or representative of the seller is authorized to add to the seller's liabilities in connection with its products other than what is expressed.

Warranties listed here are for equipment located inside the United States (including Hawaii and Alaska), Canada, Mexico and Puerto Rico.

**All warranty claims must contain** the following information:

- The model and serial number of the equipment.
- The date of the equipment failure and place of installation.
- The name and address of the agency that performed the service work.
- A complete description of the equipment failure, circumstances relating to that failure, parts replaced and itemized list of all labor charges incurred.

Warranties do not include any food or business loss and transportation charges to or from Structural Concepts' factory.

Condenser coils must be cleaned at regular intervals. Failure to do so can cause compressor malfunction and will void warranty. Cases are designed to operate in an environment of 75° F. and 55% relative humidity except as noted on model spec sheets.

Structural Concepts will not be responsible for order issues caused by the use of outdated information retrieved from Authorized Dealer's websites. This includes, but not limited to, order changes that may affect price or lead time if identified before the model ships, special delivery or handling cost that may be required for equipment to reach its final location and/or on-site costs during installation for incorrect electrical or refrigeration connections.

## SERVICE AFTER SALE POLICY

To answer a Customer's technical questions and provide technical support for Structural Concepts' products ("Tech Service"), Technical Service lines are available 8:00 AM-5:00 PM EST, Monday thru Friday.

Tech Service questions should be directed to 800-433-9490. An automated phone message will direct you to Technical Service. Representatives will assist with troubleshooting over the phone. In the event that resolution cannot be made during the phone call, the Representative will provide the name and number for a service agent in the area. In the event that the situation is occurring on equipment still under warranty, the Representative will take the necessary steps to initiate the warranty claim and proceed with correction action.

Please be prepared to identify the equipment's model and serial numbers when calling the tech service line. This information is located on the Silver serial tag attached to every unit.

Structural Concepts works with a large network of Master Service Agents authorized to service its equipment. Refer to the Master Service Agent Policy for details on this program.

## MASTER SERVICE AGENT POLICY

**Structural Concepts' Master Service Agent program provides over 170 Certified Refrigeration Contractor companies located across the United States, Canada, and Latin America that are familiar with our products.**

### **Warranty Related Service – Easy as 1-2-3**

If service is needed, please reference the Structural Concepts website for a list of service companies available to call. These companies are listed by state. You should reach out to them directly if service is needed.

When contacting one of the service companies, be prepared with the following information:

1. Identify the unit's model and serial numbers found on the Silver serial label attached to the unit. This label is typically located on the rear of the equipment near the electrical access box or on the inside ceiling of the unit.
2. Contact the Master Service Agent for your area. A complete and up-to-date MSA listing can be viewed on our website. [www.structuralconcepts.com](http://www.structuralconcepts.com). This list is located under the Contact Us heading—Master Service Agents or you may contact our Technical Service Department at 800-433-9489.
3. The Master Service Agent will invoice Structural Concepts if the issue is covered under warranty. The customer will be responsible for non-warranty claims (e.g., routine maintenance, operator inflicted damage, tampering with settings by non-authorized service agents, etc.)



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