

Unilateral Price Policy for Fiskars Brands, Inc. Effective: May 24, 2024

We recognize that those authorized to reseller our brands invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support those efforts, Fiskars Brands, Inc., ("Fiskars"), wishes to establish policies that allow our resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect. Fiskars also wants to allow and encourage our resellers' investment in promotion of Fiskars' products and discourage free riding by discount dealers. In order to successfully compete in the marketplace, to maintain its premium brand image, and foster overall competitiveness throughout the market, Fiskars has announced this Unilateral Price Policy ("UPP"). As of the Effective Date listed above, all sales from authorized resellers to consumers (i.e., end users) of the Fiskars' products defined below shall be subject to this UPP.

The Fiskars' products covered by this UPP ("Product") and each Product's price (the "UPP Price") are set forth in a *Unilateral Price Grid* per Brand at the following UPP websites:

Brand	URL
FISKARS	fiskars.com/en-us/customer-service/dealers
GINGHER	fiskars.com/en-us/customer-service/dealers

Fiskars reserves the right, in its sole discretion, at any time, to alter, modify, suspend, or cancel this UPP, the Products and/or the UPP Price. Each reseller is required to check the UPP websites regularly as any changes made will be effective as indicated on the website. Fiskars' sales personnel have no authority to modify or grant exceptions to this Policy. <u>All questions regarding this Policy should be directed to the Fiskars Policy Coordinator at:</u> UP@fiskars.com.

The following is a non-exhaustive list of actions prohibited under the UPP:

- **Product bundling.** Combining any Product(s) with any other product(s) for a sales price lower than the combined price of what the Product(s) could be purchased independent of each other.
- **Unapproved price specials.** Reseller initiated rebates or promotions (in any form) not previously approved by Fiskars in writing on any Product that results in a net price lower than the UPP Price.
- Hidden pricing. Advertising, including but not limited to that which requests the end user to: "see price in cart," or "click to see price," or "add to cart for best price," or "Why we do not show a price?", or illustrates a price that is struck through, or fails to list a price, or any language or graphic representation that implies a lower than UPP Price may only be seen via click through to the cart.
- Following the actions of another reseller that do not acquiescence with this UPP.
- Anything no tin the spirit of this UPP.

The following is a non-exhaustive list of actions allowed under this UPP:

- The offer of free shipping, engraving, gift wrapping, or financing on Product(s).
- Listing the Product(s) for sale at a price higher than the UPP Price.

Fiskars may, from time to time, within its sole discretion, announce promotion prices and bundles of the Product(s), which shall be communicated to the authorized reseller under this UPP and such promotion is acceptable under this UPP.

This UPP does not restrict the authorized reseller's right to establish independent advertised and/or resale prices of Fiskars products. Fiskars reserves the right to determine whether an authorized reseller



has advertised or sold a Fiskars product covered by this UPP at a net price that is lower than the UPP Price. Upon such determination Fiskars may, without assuming any liability, cancel any orders and may indefinitely refuse to accept new orders from the authorized reseller.

This UPP has been unilaterally adopted by Fiskars. Fiskars neither solicits nor will it accept assurances or agreement by or from an authorized reseller regarding this UPP. Nothing in this UPP shall constitute an agreement between Fiskars and any authorized reseller of compliance with this UPP. The authorized reseller, within its own discretion, can choose to acquiesce or not acquiesce with this UPP. Fiskars will not discuss conditions of acceptance related to this UPP. This UPP is non-negotiable and will not be altered, modified, or amended for any authorized reseller.