

FISKARS BRANDS, INC.
GERBER OUTDOOR RECREATION DIVISION
Unilateral Price Policy

We recognize that our authorized resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our authorized resellers' efforts, Fiskars Brands, Inc., Gerber Outdoor Recreation Division ("Gerber"), 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. Gerber also wants to allow and encourage our authorized resellers' investment in promotion of Gerber products and discourage free riding by discount dealers. In order to successfully compete in the marketplace and to maintain its premium brand image, Gerber has announced this Unilateral Price Policy. Hereafter, all sales from authorized resellers to consumers (i.e. end users) of Gerber products shall be subject to this Unilateral Price Policy.

The Gerber products covered by this Unilateral Price Policy are set forth in the *Unilateral Price Grid* found below and also on Gerber's website at: www.gerbergear.com. Gerber reserves the right, in its sole discretion, to alter, modify, suspend, or cancel this Unilateral Price Policy, the products covered, and/or the minimum resale prices. Each authorized reseller is required to check the gerbergear website regularly as any changes made will be effective as indicated on the website. Gerber's sales personnel have no authority to modify or grant exceptions to this Policy. **All questions regarding this Policy should be directed to the Gerber Policy Coordinator at: UP@gerbergear.com.**

This Unilateral Price Policy does not restrict the authorized reseller's right to establish independent advertised and/or resale prices of Gerber products. Gerber reserves the right to determine whether an authorized reseller has advertised or sold a Gerber product covered by this Unilateral Price Policy at a net price that is lower than the price established in this Unilateral Price Policy. Upon such determination Gerber may, without assuming any liability, cancel any orders and may indefinitely refuse to accept new orders from the authorized reseller.

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

Combining a Product(s) from the *Unilateral Price Grid* with any other product for a sales price lower than the combined price of what the two (2) products could be purchased independent of each other, shall not constitute acquiescence with Gerber's Unilateral Price Policy.

The issuance of non-Gerber announced rebates (in any form) on a Product(s) listed in the *Unilateral Price Grid* shall not constitute acquiescence with Gerber's Unilateral Price Policy.

Advertising that requests the End User to "see price in cart," "click to see price," "add to cart for best price," "Why we do not show a price?" or a price that is struck through, no price listed or any language or graphic representation that implies, or from which the End User can infer, that the End User click through to the cart to see a price lower than that set forth in the *Unilateral Price Grid*, shall not constitute acquiescence with Gerber's Unilateral Policy.

The offer of free shipping or financing on product(s) in the *Unilateral Price Grid* shall constitute acquiescence with Gerber's Unilateral Price Policy.

Gerber, from time to time within its sole discretion may announce promotion prices and bundles of the products listed in the *Unilateral Price Grid* which shall be communicated to the authorized reseller under Gerber's Unilateral Price Policy and such promotion is acceptable under Gerber's Unilateral Price Policy.