



Cuisinart Unilateral Pricing Policy

Effective 5/1/2020

Cuisinart manufactures among the most innovative and highest-quality products in the houseware industry. In order to maintain the integrity of our brand, Cuisinart must adapt and evolve to the current retail landscape of brick and mortars, ecommerce, and third party marketplaces. For that reason, Cuisinart has adopted this Unilateral Pricing Policy, further referenced as UPP. This policy reflects Cuisinart's unilateral determination that advertising and selling Cuisinart-branded products below prices set by Cuisinart in the UPP erodes the Cuisinart authorized distribution network and the significant investments made by Cuisinart.

Guidelines and Expectations

The UPP will remain continuously in effect. The UPP is subject to change at any time as Cuisinart deems appropriate in its sole discretion.

It is the retailer's and distributor's (collectively, "sellers") responsibility to be familiar with all aspects of this policy. The policy guidelines and specifics outlined herein apply to all authorized sellers of Cuisinart products.

Cuisinart employees and sales representatives are not authorized to discuss or change any aspect of this policy or its implementation or enforcement.

Any questions related to the UPP should be directed to pricing@Cuisinart.com

List of UPP Products

Cuisinart will provide or make available, and maintain a UPP pricelist to all authorized sellers. Advertising and/or selling at a price below UPP is a violation of this policy (unless in accordance with the Promotional Windows section below).

Distribution and Reselling

All Cuisinart products are intended to be advertised and sold only by authorized sellers. Cuisinart maintains sole discretion to determine who is authorized to sell Cuisinart products. Any seller not authorized by Cuisinart to sell Cuisinart products is considered unauthorized and non-compliant with this policy. Cuisinart reserves the right to pursue legal action against any and all unauthorized sellers.

3rd Party ecommerce marketplaces

All Cuisinart sellers that sell on approved 3rd party ecommerce marketplaces must receive written authorization from Cuisinart to do so.

Distributors

Our distributors will be responsible for verifying that any prospective purchaser of Cuisinart products has been authorized by Cuisinart to sell or re-sell such products.

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Program Details

- Pricing in-cart that is lower than Cuisinart’s published UPP pricing shall be considered a violation of the policy (unless in accordance with the Promotional Windows section below)
- Store wide or department promotions are not considered a violation of the policy
- Gift cards and stores credits are not considered a violation of the policy. Gift cards cannot be used to lower the selling price of the item at check out.
- If a seller bundles 2 or more UPP items and the combined retail price is lower than the combined UPP price of the items, the seller shall be in violation of the policy
- If a seller bundles a UPP product with a non-UPP price item, the seller must still maintain the UPP price of the 1 UPP item

Promotional Windows

Cuisinart will allow its authorized sellers promotional windows to sell certain designated Cuisinart products at up to **20% off** of the UPP price in accordance with Promotional Calendars as provided by Cuisinart from time to time. The initial Promotional Calendar in effect for 2020 is below.

2020 Promotional Calendar

Event	Promo Start	Promo End	Products
Mother's Day	5/10/2020	5/23/2020	ALL
Father's Day	6/13/2020	6/27/2020	ALL
July 4th	6/28/2020	7/11/2020	ALL
National Coffee Event	10/4/2020	10/18/2020	All Coffee Products Only
National Cookware Event	11/1/2020	11/30/2020	Cookware Sets- \$149 and up
BF Event	11/22/2020	12/5/2020	ALL
Holiday Sale	12/6/2020	12/19/2020	ALL

Note- Above windows are subject to change

Penalty for UPP Violations

Cuisinart will monitor the retail pricing in the market place either directly or via a third party agency. It is the sole responsibility and discretion of the Cuisinart administrator to determine if a violation has occurred and the corresponding penalty.

If Cuisinart determines that a seller has violated the UPP Policy, Cuisinart reserves the right, at its sole discretion, to suspend or terminate any trade partner relationship. This may include, but is not limited to, cancelling existing orders, refusing to accept new orders, placing the trade partner account and/or shipments on hold, or discontinuing the business relationship. After 45 days, the seller may apply for reinstatement as an authorized seller of Cuisinart products.

Branding and Usage Guidelines

Authorized sellers must also adhere to any and all Cuisinart “branding guidelines.” Cuisinart may take immediate action to restrict or cancel access to any or all Cuisinart products, or terminate its business relationship with any trade partner not adhering to such guidelines.