



REINVENT HOW THE WORLD CLEANS



**2026**  
**U.S. Partners**  
**in Profit**  
Distributor Program

# 2026 U.S. Partners In Profit

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# 2026 U.S. Partners In Profit

## Distributor Program

### Tennant Distribution Vision Statement

To be the preferred industry partner by developing committed distributor partnerships, building unparalleled distributor programs, and creating innovative floor care solutions for best-in-class distributors.

### 2026 U.S. Tennant And Nobles Partners In Profit Program Summary

The following is a summary of the 2026 U.S. Tennant and Nobles Partners in Profit program. Summarized in this document:

#### Subject

- Successful Equipment Distributor Profile
- Distributor Tiers & Benefits
  - Rebates
  - Marketing Funds
  - Freight Program
- End User Reporting
- Distributor Selling Programs
- Pre-Owned Machines Recon Program
- Program Procedures & Policies
- Appendix

*Complete detail on these programs can be found on My Account.*



**Note:** Information in this document is confidential and intended for use solely by Tennant Sales and Service Company (Tennant) and distributor personnel authorized to possess it. If you are not authorized to possess this document please return it immediately to Tennant's Legal Department at the address below:

Tennant Sales and Service Company  
Attn: Legal Department  
10400 Clean Street  
Eden Prairie, MN 55344

# Successful Equipment Distributor Profile

Many elements contribute to a successful distributorship and consistent equipment sales growth.

Below is a table that highlights some of these key elements followed by a detailed description of each item.

## Successful Equipment Distributor Profile

<b>Equipment Demonstration Capabilities</b>	Equipment Specialist(s) Dealer Service Representative(s) Demo Units Dedicated Vehicle & Trailer Training Maintain Consistent Inventory Assortment
<b>Quarterly/Annual Planning &amp; Target Account Development</b>	Collaborate on Annual Business Plan Quarterly Business Plan Review Mutually Identify Target Accounts & Develop Action Plans
<b>Access to Key Distributor Personnel</b>	Regular Collaboration with Key Departments
<b>Parts &amp; Consumables Sale</b>	Achieve P&C Sales: 15-35% of Total Purchases
<b>Service Capability</b>	In-House Service Utilize Tenant Direct Service

### Equipment Demonstration Capabilities

- Employ Equipment Specialist(s) or Trained Distributor Sales Representative(s).
- Maintain an adequate demonstration inventory to perform hands-on demonstrations to potential prospects.
- Move equipment through a dedicated equipment trailer or through existing fleet vehicles.
- Commit to ongoing training with internal sales staff and building external educational training sessions with their customer base to create overall awareness about the importance of cleaning.

### Quarterly/Annual Planning & Target Account Development

- Distributor partners and Tenant mutually identify target accounts with a clear set of action plans including designated distributor representation and Tenant support with quarterly review.
- Develop action plans and milestone dates to ensure achievement of the desired results.
- Each year a local Tenant Commercial Market Manager (CMM) will collaborate with distributor partners to develop an annual business plan designed to grow our mutual business and maximize market share within the trade region. Annual business plans should be reviewed no less than quarterly, however, monthly reviews are desired to increase maximum plan effectiveness.

### Access To Key Distributor Personnel

- Successful distributor partners have an “open door” policy that allows for regular collaboration between Tenant and the distributor's management team, sales force, service department, procurement and all other working departments within the organization.

# Successful Equipment Distributor Profile

## Parts & Consumables Sales

Proper service and maintenance of machines is critical for end user satisfaction. Utilizing genuine TennantTrue® parts improves machine performance, maintenance and the experience of end users. Tennant's target goal for distributors is that 15-35% of your total Tennant annual purchases are generated from parts & consumables.

## Service Capabilities

Tennant's goal is to ensure our customers have access to quality service to maximize equipment performance. Our focus is on customer satisfaction, regardless of who delivers service. Contact your Tennant Commercial Market Manager to discuss service options.

## Distributor Tiers & Benefits

Tennant's Partners in Profit program delivers both financial and non-financial benefits for distributor partners. Distributor partners are classified into tiers based on their sales/service capabilities, achievements, and demonstration inventory.

### Determining Distributor Tier

Distributor tiers are evaluated annually on a point system. Earn points on your **Annual Revenue, two-year CAGR (Compound Annual Growth Rate), Product Mix, and Demo Inventory**. Below, you will find the points that you need to achieve each tier level.

Distributors can only move up one tier per year, even if the points system would place them higher, and may be placed in a lower tier if they do not exhibit the attributes outlined in the "Successful Equipment Distributor Profile" (pages 4-5).

### Distributor Tier Point System

Tier	Platinum	Gold	Silver
Points needed	>66	65-46	45-30

### Criteria & Points Earned

Annual Revenue**	Points Earned	2yr CAGR	Points Earned	Demo Inventory Score	Points Earned
\$0 - \$149.9K	0	> 5%	3	0 - 2.99	0
\$150K - \$399.9K	12	> 0 to 5%	0	3 - 9.99	6
\$400K - \$999.9K	24	0 to -9.99%	-3	10 - 16.9	12
\$1M - \$1.999M	36	-10 to -19.99%	-6	> 17	18
\$2M+	48	> -20%	-9		

\*See page 6 for eligible Demo Inventory product categories

\*\*Excluding shipping, handling, freight, sales tax, use tax, VAT, customs, tariffs, duties or other taxes or governmental or ancillary charges and the amount of any returns, credits, unpaid amounts or similar amounts.

### Equipment & P&C % of Spend Mix

High End Mix Ranges			Low End Mix Ranges	
Equipment	P&C	Points Earned	Equipment	P&C
95%-100%	0- 4.99%	0 Points	0-45%	55%-100%
94.99%-90%	5%-9.99%	6 Points	44.99%-55%	54.99%-45%
89.99%-85%	10%-14.99%	12 Points	54.99%-64.99%	44.99%-34.99%
84.99%-65%	15%-35%	18 Points	65%-85%	35%-15%

# Distributor Tiers & Benefits

Demo Inventory – Score Is Earned On The Following Product Categories

Product Category	Points Earned
Robotic Floor Scrubber	8
<b>Scrubber Models</b> (earn 0-6 points – based on # of models)	
• > 3 scrubber Models	6
• 3 scrubber Models	3
• 2 scrubber Models	1
• 1 scrubber Model	0
2+ burnisher/floor machine models	2
2+ carpet extractor models	1
1+ sweeper models	1
1+ vacuum models	0.5
1+ specialty models	0.5

## Distributor Tier Benefits

The Partners In Profit program offers a collection of benefits that are based on the tier achieved. Benefits may include but are not limited to: **Pricing Discounts, Rebates, The Freight Program, and Account Management**. Please access MyAccount or reference your Price Book to view your specific pricing and any tier specific benefits.

### Annual Growth Rebate

**Objective:** Drive year-over-year growth.

**Eligibility:** Platinum, Gold or Silver tier distributors are eligible to receive this rebate. Qualifying volume is based on sales of standard commercial distributor offerings and pre-owned commercial recon inventory.

The term “volume” means (1) Tennant’s invoice price to distributor (as may be discounted), less any charges for autonomy fees or other software license fees, shipping, handling, freight, sales tax, use tax, VAT, customs, tariffs, duties or other taxes or governmental or ancillary charges, as further reduced by (2) the amount of any returns, credits, unpaid amounts or similar amounts.

### Rebate Detail

Based on the growth of qualifying 2026 volume purchases (January 1, 2026 - December 31, 2026) over 2025 final eligible qualifying volume purchases.

### Rebate Amount

To calculate the Annual Growth Rebate amount, multiply qualifying 2026 total volume purchased by the rebate percent.

Tier	Platinum	Gold	Silver
100-104.99%	3%	1.5%	1%
105-109.99%	4%	2.5%	1.5%
110-114.99%	5%	3.5%	2%
115-119.99%	6%	4.5%	3%
120%+	7%	5.5%	4%

\*Rebate is paid in the form of a credit memo within 60 days of calendar year end. Tennant may withhold a rebate payment if distributor's past due balance equals or exceeds 60 days.

# Distributor Tiers & Benefits

## Marketing Funds

**Objective:** Drive incremental growth through partner marketing efforts to drive awareness, preference, and purchase of Tennant and Nobles equipment.

**Eligibility:** Platinum, Gold, and Silver tier distributors

### Fund Amount

All qualifying distributors will be given a 2026 Marketing Fund budget based on their 2025 qualifying rebatable volume. For distributors with less than 12 months of purchase history, contact your CMM to discuss options. As noted above, autonomy fees, among other amounts, are not included in the calculation of qualifying volume nor are sales of industrial machines.

Tier	Platinum	Gold	Silver
Marketing Funds	2%	2%	1%

### Timing

Funds can be spent any time from January 1, 2026 to December 15, 2026. The maximum payout of total Marketing Funds is January - June at 50%, and July – December at 50%. Unless prior approval is given by the Director of Commercial Sales, unused funds will not carry-over to the next year. All requests for funds must be submitted by December 15<sup>th</sup>.

Funds can be applied up to 100% for any of the below activities involving Tennant and/or Nobles products, unless otherwise noted.

### Eligible Activities

- Tennant and Nobles Promotional Items
- Customer Promotions
- Catalogs
- Events/Trade Shows
- Sales Incentives/Tenant Edge Promotions
- Training at a Tennant Facility
- Demo and Discontinued Inventory (Limit: 20% of total fund)
- All other activity requests need to be approved in advance and in writing by Commercial Market Manager

## Marketing Fund Reimbursement Procedures

- 3rd party invoices for marketing activity dated between January 1st and October 31st must be submitted within **45 days** of invoice date.
- 3rd party invoices for marketing activity dated between November 1st and December 15th must be submitted no later than **December 15th** of the same calendar year.
- Customer events and trade shows require attendance of Tennant personnel.
- Tennant management has final approval of all marketing fund reimbursement requests. All requests must be submitted with required documentation.
- Marketing funds are paid in the form of a credit memo within one month of the approved request for marketing funds. Tennant may withhold payment of marketing funds if distributor's past due balance equals or exceeds 60 days.

# Distributor Tiers & Benefits

## Freight Program

Machine shipments from Tennant are FOB origin. Distributor partners can receive free freight on machine orders in a number of ways. See Appendix for details on the Distributor Freight Programs.

Tier	Platinum	Gold	Silver
Partner free freight	free - no min*	free - no min*	free - \$14k min
My Tennant P&C orders	free - no min	free - no min	free - no min
Phone P&C orders	free - \$100 min	free - \$100 min	free - \$100 min

\*Prior year annual purchases must exceed \$500K. Shipments must be consolidated to one shipment per week to one destination location. Excludes Recon.

## End User Reporting

Tennant is investing in our commercial market and is committed to growing our business through our distributor partners. End user sales information is key to our future mutual growth.

### Data Usage:

Tennant leverages end user reporting data for the following purposes:

- Machine Safety Notifications
- Warranty Registration
- Distribution Demand Generation
- Market Analysis
- Compensation of Tennant Sales Team

**Data Requirements:** The following data is required for all new sales of Tennant Equipment.

### Required

- Distributor Customer Number
- Distributor Name
- Distributor Invoice Date
- Distributor Invoice Number
- End User Company Name
- End User Street Address (P.O.BOX NOT Accepted)
- Tennant Model Number (with Serial Number)
- Vertical Market if Healthcare or BSC

### Helpful

- End User Phone Number
- End User Contact Name
- End User Vertical Market other than Healthcare and BSC
- End User Email Address

## Data Delivery

**Due Date:** The 15th day of the following month

**Tools:** A Microsoft Excel template will be provided to upload via MyAccount

*Note: Platinum, Gold and Silver distributor partners who regularly fail to submit end user sales tier information in the requested format and/or in a timely manner (as determined by Tennant in its sole discretion) will result in a 25% forfeiture of the annual growth rebate. Ongoing non-compliance may result in additional forfeitures or corrective obligations.*

# Distributor Selling Programs

## Industrial Product Partner Program

### Industrial Bundling Program

**Objective:** To enhance relationships with end users and Tennant's Industrial Account Managers, Tennant offers the Industrial Bundling Program for all Platinum, Gold, and Silver distributors. This program will help drive opportunities through activities essential for mutual growth.

**Eligibility:** Platinum, Gold, and Silver tier distributors.

#### Pioneering Status:

To be eligible, the distributor partner must register a new industrial sales opportunity with their local CMM to become the "Pioneering Distributor." A new industrial sales opportunity is defined as one that a Tennant Industrial Account Manager has not quoted or prospected in the past 12 months or has not purchased an industrial or crossover machine in the past five years. Please note, the sale does not count towards total volume or rebates.

#### Distributor Benefits:

- Sales support from Tennant Industrial Account Manager
- Distributor "carries the paper" and sells equipment directly to their customer
- Distributor receives a 15% discount on the Manufacturer's price (except on the T16AMR)
- Distributor receives a 10% discount on the T16AMR
- See Appendix for the industrial bundling sales process and terms and conditions

## Tennant Edge

### Training & Certification & Equipment Sales Reward Program

The new Tennant Edge is here and ready to take distributor sales representatives' knowledge to the next level, while advancing your sales skills. They will receive the same great benefits as before, but now with even more improved and enhanced learning and earning opportunities.

#### Know more. Sell more. Earn more.

Knowledgeable distributor sales representatives and equipment specialists are more effective and successful sellers in a competitive market. For that reason, Tennant Edge has enhanced the program education opportunities with an improved Training & Certification process and content to equip them with the best and current knowledge, empowering them to sell more products.

## Customer Referral Program

Tennant's Customer Referral Program is designed to reward collaboration and drive mutual success. Through this "lead share" model, a Distributor Sales Representative can submit a lead for Tennant Industrial Equipment to Tennant via the Lead Entry Website: <http://www.tenantco.com/leadshare>. Tennant's dedicated team then qualifies, demonstrates, and sells the cleaning equipment directly to the customer with professionalism and expertise. Once the sale is completed, the Distributor receives a payout and, in turn, may reward their Sales Representative. This program allows the customer to benefit from best-in-class solutions without the Distributor's need to develop specialized cleaning equipment knowledge, while Tennant brings its resources to promote a successful outcome. It also helps promote the Tennant brand's competitive position, enhances cross-selling opportunities, and provides a simple way to earn rewards for participation in the cleaning equipment space.

# Tennant & Nobles Pre-owned Machines Recon Program

## Standard Recon Discount Program

All Partners in Profit distributors are eligible to receive up to a 15% discount off Tennant's and Nobles advertised price for pre-owned inventory. Please visit [www.tennantrecon.com](http://www.tennantrecon.com) for more information. Excluded from Freight Program. Only pre-owned commercial recon inventory is included in the annual growth rebate.

## Program Policies & Procedures

### Payment Terms

Unless otherwise specified by Tennant, distributor shall make all payments in U.S. dollars by remitting payment to Tennant Sales and Service Company, P.O. Box 71414, Chicago, IL 60694-1414 by the thirtieth (30th) day after the date of the invoice. Please be advised that early payment discounts do not extend to the autonomy software fees. Tennant reserves the right to revoke credit terms at any time upon delivery of written notice to Distributor and/or require advance partial or full payment with no discount. Any prepayment discounts taken but not earned will be subject to collection. *Please note: If payment is made by credit card, distributor will NOT receive the 2% discount and payments must be made at the time of order.*

Tier	Platinum	Gold	Silver
Payment Terms	2% 15 Net 30	2% 10 Net 30	Net 30

### Pioneering Policy

Tennant's Pioneering Policy is designed to fairly compensate the distributor who invests time and resources in acquiring, developing and retaining key accounts. This policy is intended to encourage each distributor to maximize its pioneering efforts within its territory and discourage other distributors from "free-riding" on another distributor's pioneering activities. Tennant's goal is to make its products and technologies more competitive in the marketplace while supporting our distributors' value-added services through financial incentives. See Appendix for the detailed policy.

### Minimum Advertised Pricing Policy

Tennant has made a significant investment in a consistent brand image, emphasizing its high quality, innovative technologies, and expert services that create unparalleled customer experiences. In keeping with this image and brand equity, Tennant believes that its products should be advertised online at prices that reflect the premium value of those products. This policy is designed to ensure that Tennant's online brand is consistent across all media. See Appendix for the detailed policy.

### Tennant Trademark And Digital Content Use Policy

Tennant has granted its distributors certain rights to use trademarks, copyrighted content, images, and other digital assets to assist in promoting, marketing and distributing Tennant products. In order to ensure consistency, proper use, and the protection of the Tennant brand, the attached policy is intended to provide specific guidance on how to use those assets. See Appendix for the detailed policy.

# Program Policies & Procedures Continued

## Return Parts Policy

Once each calendar year, a distributor may elect to return over-stocked parts that meet the conditions outlined within this Policy, for credit, less a 15% restocking charge. The return allowance will be based on the current distributor cost for these items. The distributor must pre-pay freight. Please contact Customer Service for pre-approval and a Return Order Number.

Distributors electing to submit an annual overstock return must contact customer service in advance for pre-approval of the items they wish to return. The pre-approval process requires the distributor to submit an electronic list of parts (part number and description) to customer service for review. Pre-approval may take several days depending upon the number of items submitted for return approval. Submission for pre-approval does not guarantee acceptance. Items must be less than one year old, meet all conditions outlined in this Policy, and are subject to inspection. For full return policy, contact Tenant Customer Service or your local Commercial Market Manager.

## Policy Administration

The Policies in the following Appendix shall be unilaterally administered and enforced by Tenant as a material obligation of Distributor. Tenant will monitor and investigate any allegation that a Distributor is in violation of a Policy in a manner it deems appropriate, in its sole discretion. It will not seek consultation with Distributor concerning a Policy, nor will it make any agreement (including prices at which product is sold) with a Distributor regarding a Policy. Tenant will not inform Distributor or any other party of the details of an investigation, except as it considers necessary to notify a Distributor that a violation has occurred and to seek compliance with the terms of the Policy or to enforce its rights under the Distributor Agreement or as required by applicable law. Any failure by Tenant to require compliance with any provision of a Policy will not operate as a waiver to request strict compliance in the future.

# Appendix

## Freight Program

### Consolidated Machines Free Freight Program

Distributor partners achieving Platinum or Gold status that have prior year purchases exceeding \$500,000 are eligible for Tennant's consolidated machines free freight program. Distributor orders must be consolidated to one designated shipping location and can be shipped once per week. The predetermined designated day of the week will remain constant throughout the calendar year and will be reviewed by Tennant's Commercial Market Manager for final eligibility. Expedited, drop shipments or additional weekly orders are not included in this program and are subject to the standard \$14,000 free freight policy. Tennant's Consolidated Machines Free Freight Program is not available for distributors in Alaska, Hawaii or Canada.

### Non-consolidated Machines Free Freight Program

All distributor partners achieving Silver status or higher are eligible for Free Freight on orders reaching \$14,000 and above for delivery to the continental United States and Canada. Free Freight orders will be shipped with pre-paid freight by Tennant to one designated location. Orders totaling less than \$14,000 will be shipped pre-paid and the freight cost will be added to the invoice and paid by the distributor.

## Parts & Consumable Shipping Policy And Minimum Order Size

All parts & consumables are shipped freight pre-paid. The minimum parts order is \$100. Orders not meeting the \$100 minimum will be charged a handling fee of \$12.95 per order. MyAccount orders are not subject to a minimum order size.

## Industrial Bundling Sales Process And Terms And Conditions

### Sales Process

1. Distributor contacts CMM to register as the "Pioneering Distributor".
2. CMM introduces our assigned Industrial Account Manager (AM) to the distributor partner to provide expertise in determining the correct industrial machine for the end user's needs.
3. AM will facilitate all necessary actions, including sales support, demonstrations, product expertise, and other support to help make the opportunity a success.
4. AM will provide a professional machine quotation to the eligible Pioneering Distributor at a 15% discount off manufacturer's list price. The T16AMR will receive a discount of 10% off manufacturer's list price.
5. Distributor partners, under this program, are allowed to sell Tennant industrial machines, model T16 or S16 and larger, directly through their relationship with the end user.

### Terms and Conditions

- Industrial bundled sales are ineligible for rebates or marketing fund.
- In the situation where the market demands drive a discount greater than the standard provided for under this policy, Tennant reserves the right to sell the account directly and revert to paying the Pioneering Distributor a customer referral payout under this program. For more information pertaining to customer referral payout, please review the Customer Referral Program.
- Eligibility for this program is determined by local Director of Commercial Sales and the account must be in good standing.
- Industrial sales opportunity must close within 12 months of registering the opportunity.
- Program excludes any active Tennant National or Strategic Account.
- Service requirements on machines placed with the Industrial Bundling Program will be performed by Tennant's Direct Service Organization.
- Advertising of Industrial equipment or parts is not permitted.
- Distributor may not provide price information, formally or informally, to potential customers without Tennant approval.

# Appendix

## Pioneering Policy

Tennant expects its distributor partners to pioneer opportunities for Tennant and Nobles branded products within their respective territories. Intra-territory conflict between distributors can create a “free-rider” problem: one distributor taking advantage of the money and effort expended by another distributor in marketing products and/or technologies to a specific customer.

Tennant's Pioneering Policy is designed to fairly compensate the distributor who invests time and resources in acquiring, developing and retaining key accounts. This policy is intended to encourage each distributor to maximize its pioneering efforts within its Territory and to discourage other distributors from free-riding on another distributor's pioneering activities. Tennant's goal is to make its products and technologies more competitive in the marketplace while supporting our distributors' value-added services through financial incentives.

“Pioneering” refers to a distributor's direct marketing and promotion of Tennant or Nobles branded products to a specific customer, including activities such as site surveys, repeated sales calls, product education, equipment demonstrations, training and support. Pioneering does not include general marketing activity or general use of Tennant and Nobles trademarks and trade names. Pioneering is value-added marketing, promotion and sales activities, which Tennant recognizes through discounts to its distributors.

If a distributor pioneers a prospective customer in its Territory and such prospective customer subsequently, before the end of a year or a budget cycle, whichever is less, purchases equipment from a distributor that has not pioneered that customer, Tennant reserves the right to pay to the pioneering distributor an amount to be determined in Tennant's sole discretion to compensate such distributor for its pioneering activities. Further, in such cases, Tennant reserves the right to offset the cost of such payment against the non-pioneering distributor in a manner in its discretion, including, without limitation, with respect to the equipment sold by rewarding the rebate volume to the pioneering distributor, adjusting the discount available to the non-pioneering distributor, or issuing a credit and rebill. Tennant is under no obligation to make any of the foregoing adjustments.

This policy does not apply to (i) Strategic Accounts, as designated by Tennant; (ii) a building service contractor's sales to its subcontractors; (iii) sales made to help meet a customer's small/disadvantaged supplier purchasing goals; or (iv) sales made directly by Tennant. This policy will be implemented by Tennant in a manner that Tennant deems appropriate to maximize the competitiveness of Tennant and Nobles products and technologies and the amount of pioneering activities. The policy will be administered pursuant to Tennant's sole discretion. Tennant reserves the right to amend this policy at any time. Your Tennant Commercial Market Manager can answer any questions you may have on this policy.

## Online Minimum Advertised Pricing (Map) Policy

Tennant is one of the premier providers of cleaning equipment and cleaning solutions in the world. It is making a significant investment in a consistent brand image, emphasizing its high quality, innovative technologies, and expert services that create unparalleled customer experiences. In keeping with this premium image and brand equity, Tennant believes that its products should be advertised online at prices that reflect the value of those products. This policy will help ensure that the online Tennant brand representation and customer experience are consistent with the reputation and high standards it has maintained offline.

## Scope Of Policy

This MAP policy applies to all online advertising and promotion of all products covered by the Partners in Profit Distributor Program (“Products”). This includes, without limitation, placements on websites, social networks, banner ads, broadcast emails, landing pages, etc. This Policy applies to all online advertising by or on behalf of Distributors of Products in the United States and Canada.

# Appendix

## Online Minimum Advertised Pricing (Map) Policy (Continued)

### Scope Of Policy

This policy applies only to advertised prices and does not apply to the price at which the products are actually sold to an end-user. All distributors remain free to sell Products at any price they choose.

This MAP Policy does not apply to non-internet sales or advertising (i.e. phone sales, negotiations in the field or at Distributor's place of business), or printed catalogs (not circulated digitally). Distributor remains free to sell or advertise through these means at any price.

Certain Products may be added or dropped from this Policy at Tenant's sole determination. Tenant will provide distributors with advance notice before a Product is dropped from the Policy and periodic updates listing Products NOT subject to this policy.

Tenant products not on the current price list or identified as "discontinued" shall not be subject to this policy.

Demonstration or showroom equipment is subject to this policy and must be advertised the same as other new machines. If demonstration or showroom machines are advertised with a serial number and hour meter reading, the phrase "demo discount available" or similar phrase may be used.

Used, pre-owned or reconditioned machines are not subject to this policy but must be clearly identified as a used machine with serial number and hours listed in the advertisement. Any machine where the distributor is not the original owner is considered used and must not be advertised as new or equivalent to new. Any content associated with the advertisement, such as photographs or descriptions, must be created and owned by Distributor.

### Advertising Prices

Current list price (MSRP) is Minimum Advertised Price (MAP) on all models in current price list unless otherwise declared by Tenant.

If a Distributor chooses to sell or advertise the sale of Products online, Distributor shall advertise at current list price (MAP) or at any price in excess of list price.

Promotional gift cards, instant rebates and other promotional activities that serve to effectively lower the advertised price below the MAP are not permitted when shown on the same page, email or banner ad as Products. Any statements or phrases that are misleading or arbitrary, or reduce advertised price below MAP (e.g., "10% off List Price", "price slashed", "blowout prices") are considered a violation of this Policy.

Distributors may include, on its Internet site, a statement that customers may contact Distributor directly to obtain a specific quote. However, if such a statement implies that doing so will result in a better price (such as "Click for better price", "Call for better price" or similar statement), it will be deemed in violation of this MAP Policy.

The 'shopping cart' or 'check out' price is not considered an advertised price.

The following actions by a Distributor will not be considered to decrease the effective advertised price of a product and therefore will not be considered violations of this Policy:

- Payment of applicable sales taxes
- Offering free shipping
- Providing free financing

# Appendix

## Online Minimum Advertised Pricing (Map) Policy (Continued)

### Communications

Tenant will communicate with its distributors via My Account customer portal (extranet) concerning any change to this Policy which may occur from time to time. Tenant reserves the right, at its sole discretion, to modify, amend, suspend or cancel this Policy at any time without advance notice.

Tenant also reserves the right to revise the applicable MAP under this Policy, at its discretion, at any time without advance notice.

### Violations

Non-compliance with the guidelines set forth in this Policy will result in penalties of increasing severity issued by Tenant as outlined below.

- **1st Violation**

Distributor will receive a written warning of the violation. The distributor will be given a period of five (5) business days from date of the written notice to make the required changes to become compliant. If after five (5) business days from the date of the written notice, the Distributor is still not in compliance, it will be considered a 2nd violation.

- **2nd Violation (or failure to correct prior violation)**

Distributor will receive a 2nd written warning of the violation and six (6) months of annual marketing fund, as identified in the respective Distributor's annual account plan, will be deemed forfeited and waived by Distributor.

- **3rd Violation (or failure to correct prior violation)**

Distributor will receive a 3rd written warning of the violation and Tenant will require the removal of Tenant Intellectual Property from the Distributor's online sites within ten (10) days of being notified of this violation.

- **Subsequent**

Distributor will receive a written notice of violation and lose access to any eligible rebates and promotional funds.

The penalties for non-compliance outlined above are in addition to, and do not replace, postpone or waive, any rights Tenant has under the Distributor Agreement. Compliance with this Policy is a material obligation of Distributor and non-compliance may result in your Distributor Agreement being reviewed for default, suspension, or termination.

Violations will be considered based on a rolling twenty-four (24) month time frame from the last violations.

No Tenant employee or representative has the authority to modify or grant exceptions to this policy or have any communications with distributors regarding violations of this MAP policy. Tenant alone will implement, interpret and enforce this Policy in its own independent judgment.

### Tenant Trademark And Digital Content Use Policy

Tenant has granted to its authorized distributors, in its distributor agreements, the right to use certain trademarks to assist in promoting, marketing and distributing Tenant and (if applicable) Nobles products. This Policy supplements the terms and conditions of the Distributor Agreement with respect to using Tenant's and its affiliates', trademarks, copyrighted content and other digital assets ("Tenant Intellectual Property"), and is intended to provide specific guidance on how to use those assets.

# Appendix

## Tenant Trademark And Digital Content Use Policy (Continued)

### Use In General

All Tenant Intellectual Property is owned by Tenant and is to be used solely to promote products covered by the Partners in Profit program and other Tenant products, such as Tenant reconditioned machines and service (“Products”). Tenant Intellectual Property may not be used to promote the sale of any other products. This Policy covers the use of Tenant Intellectual Property in any format where it may visually appear, including but not limited to websites, social networks, printed materials, signs and vehicle logos.

### Use Of Digital Content

Distributors may link to any portion of Tenant’s website for the purpose of promoting the Products. Distributors may also use pictures, documents or small portions of descriptive text such as product descriptions and specifications appearing in brochures for the purpose of promoting the Products. All pictures, text, video or other content is owned by Tenant or Tenant’s licensors and is subject to this Policy. To ensure quality and consistency, Distributors should obtain images from Tenant’s My Account portal or your local Tenant Sales Representative. Text from Tenant’s website should not be copied directly and used on Distributor’s website. Distributors may not replicate pages in whole or in part from Tenant’s websites, copy the color scheme or overall look and feel of Tenant’s websites, or copy large sections of text from Tenant’s websites, including framing, scraping or other forms of replicating a web page.

### Use Of Trademarks

Any use of Tenant’s trademarks should portray Tenant as the owner of the trademarks and the Distributor as an authorized distributor of Products. Use of Tenant’s trademarks on Distributor’s websites should not give the impression that Tenant owns or controls the site. Distributor should subordinate Tenant’s trademarks and logos to its own in size and placement to avoid this confusion. When using Tenant’s logos or trademarks, do not change colors or proportions, or use any prefix, suffix or abbreviations of the trademark.

### Unacceptable Use

Tenant reserves the right at any time to notify a distributor that its use of Tenant Intellectual Property is unacceptable under this Policy. Distributor must promptly correct the use or stop using and remove from public view the material after Tenant notifies the distributor that it is unacceptable.

### Use By Others

Only Tenant has the right to grant permission to use Tenant Intellectual Property. Distributors are not authorized to give permission to use Tenant Intellectual Property to any person or company. Distributor must refer any requests from third parties to use Tenant Intellectual Property to Tenant. If Distributors become aware of any possible unauthorized use of Tenant Intellectual Property they should notify Tenant promptly.

### Violations

Non-compliance with the guidelines set forth in this Policy will result in penalties of increasing severity issued by Tenant as outlined below.

### 1st Violation

Distributor will receive a written warning of the violation. The distributor will be given a period of five (5) business days from date of the written notice to make the required changes to become compliant. If after five (5) business days from the date of the written notice, the Distributor is still not in compliance, it will be considered a 2nd violation.

# Appendix

## Tenant Trademark And Digital Content Use Policy (Continued)

### **2nd Violation (or failure to correct prior violation)**

Distributor will receive a 2nd written warning of the violation and six (6) months of annual marketing fund, as identified in the respective Distributor's annual account plan, will be deemed forfeited and waived by Distributor.

### **3rd Violation (or failure to correct prior violation):**

Distributor will receive a 3rd written warning of the violation and Tenant will require the removal of Tenant Intellectual Property from the Distributor's online sites within ten (10) days of being notified of this violation.

### **Subsequent:**

Distributor will receive a written notice of violation and lose access to any eligible rebates and promotional funds.

The penalties for non-compliance outlined above are in addition to, and do not replace, postpone or waive, any rights Tenant has under the Distributor Agreement. Compliance with this Policy is a material obligation of Distributor and non-compliance may result in your Distributor Agreement being reviewed for default, suspension, or termination.

Violations will be considered based on a rolling twenty-four (24) month time frame from the last violations.

No Tenant employee or representative has the authority to modify or grant exceptions to this policy or have any communications with distributors regarding this policy. Tenant alone will implement, interpret and enforce this Policy in its own independent judgment.