

3M Company – Medical Solutions Division

U.S. Minimum Advertised Price Policy

Certain 3M™ Littmann® Stethoscope Brand Products

Effective October 19, 2020

Revised March 1, 2023

3M Company (“3M”) has adopted this unilateral Minimum Advertised Price Policy (the “Policy”) to protect the brand integrity of certain 3M products listed on Schedule A (“Covered Products”), encourage 3M resellers to invest in the Covered Products, and better convey the value of the Covered Products to customers.

This Policy applies to all resellers of 3M Products in the fifty (50) states of the United States of America and Washington, D.C. Schedule A will be made available to all resellers and may be amended by 3M in its sole discretion at any time.

3M is solely responsible for establishing the minimum advertised price (“MAP”) for each Covered Product and communicating the MAP to 3M’s reseller customers. While resellers remain free to advertise and sell all 3M Products at any price they deem appropriate, it is a violation of this Policy for a reseller to advertise any Covered Product at a price lower than the MAP except as otherwise provided herein. Such advertisements include, but are not limited to:

- i. Offering coupons or other inducements that, when applied, result in a price lower than the MAP, including through use of a storewide sale, promotional code, or other similar provision that can be applied to Covered Products.
- ii. Promoting prices for bundles of a Covered Product with other products or services (whether made by or provided by 3M or another entity) in a manner that implies below-MAP pricing for the bundled Covered Product.
- iii. Strikeouts or strikethroughs of pricing information.
- iv. Permitting any third party to alter the advertised price for any Covered Product.

Direct or indirect attempts to circumvent this Policy also violate this Policy; however, it is not a violation to advertise that a customer may “call for price,” “text for price,” or “email for price”.

For purposes of this Policy, the terms “advertise” and “advertisement” include all promotional pricing information displayed via any type of media, including, but not limited to, newspapers, catalogs, magazines, flyers, brochures, television, radio ads, billboards, signage (except signs displayed within a brick-and-mortar selling location), websites, blogs, social media, affiliate marketing networks/comparison shopping engines, reseller-initiated text messages or emails to customers or prospective customers, mobile/smart phone applications, banner ads, online product ads, paid search ads, pay-per-click ads, display ads, mobile ads, product listing ads, sponsored links, ads in any other media in a digital format that is communicated or conveyed via the Internet, and any other marketing or promotional materials, whether displayed online or through broadcast or other media.

Notwithstanding the foregoing, pricing information displayed at the final online checkout stage of a transaction is not considered “advertising” under this Policy. The “final online checkout stage” is the stage when the Covered Product is put into a shopping cart. Pricing information in the “shopping cart” or “checkout” stages must be obscured technically so that it is not retrievable by shopping and pricing engines, and not displayed on search page results within the reseller’s own website.

Further, the advertisement of free or reduced-price shipping is not a violation of this Policy as long as such offer applies to all or almost all other products offered by a reseller in the same product category.

This Policy does not constitute an agreement between 3M and any other entity. 3M neither solicits nor will it accept any assurance of compliance with this Policy from any reseller or other party. Each reseller must independently choose whether to comply with the terms of this Policy. This Policy is not negotiable and will not be altered for any individual reseller. This Policy applies only to advertised prices as set forth above and does not affect the prices that a reseller may charge for the Covered Products.

Under this Policy, 3M will provide written notification to a reseller of a violation by that reseller 3M identifies. If forty-eight (48) hours subsequent to such written notification (the “Notice Period”), the reseller’s advertised price remains below the MAP, 3M shall take certain actions as further described below. Actions will be taken on a Category-wide basis, meaning that a Policy violation with respect to a single Covered Product will result in consequences that apply to the entire Category of Covered Products in which the Policy violation occurred:

- i. For a reseller’s first violation of the Policy, 3M will notify the reseller in writing of such failure and as to the complete Category of Covered Products in which the policy violation occurred. If, after the Notice Period, the advertised price remains below the MAP, 3M will immediately place the reseller’s account on shipping hold for thirty (30) days for all Covered Products within that Category. 3M will revoke its acceptance of any pending orders for all Covered Products within the impacted Category, cancel any pending shipments of all Covered Products from the impacted Category to the reseller, and not accept any new orders of any Covered Products from the impacted Category from reseller during this 30-day period.
- ii. For a reseller’s second violation (or any subsequent violations) of the Policy within a rolling 12-month time period, 3M will notify the reseller in writing of such failure and as to the complete Category of Covered Products in which the policy violation occurred. If, after the Notice Period, the advertised price remains below the MAP, 3M will immediately place the reseller’s account on shipping hold for ninety (90) days for all Covered Products within that Category. 3M will revoke its acceptance of any pending orders for all Covered Products within the impacted Category, cancel any pending shipments of all Covered Products from the impacted Category to the reseller, and not accept any new orders of any Covered Products from the impacted Category from reseller during this 90-day period.

Example 1: Customer A violates the Policy on July 31. 3M looks back 12 months from July 31 to the previous August 1 to see if any other Policy violations have occurred. 3M confirms that Customer has no other violations within the last 12 months so 3M notifies Customer A of the violation and will place Customer A on a 30-day shipping hold and take actions related to orders as described above if Customer A does not remedy the violation during the Notice Period.

Example 2: Customer B violates the Policy on July 31. 3M looks back 12 months from July 31 to the previous August 1 to see if any other Policy violations have occurred. 3M confirms that Customer B experienced a violation on the previous November 24 and now has 2 violations within the last 12 months. As a result, 3M notifies Customer B of the second violation and will place Customer B on a 90-day shipping hold and take actions related to orders as described above if Customer B does not remedy the violation during the Notice Period.

Schedule A identifies each Category and the list of Covered Products contained within each one.

The Policy will be enforced by 3M in its sole discretion and without notice. Resellers have no right to enforce the Policy nor should they contact 3M about suspected violations of the Policy.

3M will not accept any customer fines, penalties or offsets against invoices in connection with 3M's enforcement of the Policy.

3M may update, revise, suspend, terminate, reinstitute, or modify this Policy at any time in its sole discretion. 3M shall make any such modifications available to all 3M's reseller customers. If 3M changes the MAP on any Covered Product, it will provide 30 days' notice to such reseller customers before such change takes effect. No 3M employee or agent, including a reseller's sales representative, is authorized to modify, interpret, or grant exceptions to this Policy; solicit or obtain the agreement of any person to this Policy; or otherwise discuss any aspect of this Policy with any reseller, including that reseller's or any other reseller's compliance with the terms of the Policy.

Any questions about this Policy should be submitted in writing and directed to 3M's MAP Policy Administrator at 3MLittmannMAPAdministrator@mmm.com. 3M will accept no other form of communication from resellers regarding the Policy.

This Policy is effective as of October 19, 2020 and supersedes any prior 3M policies and/or representations regarding minimum advertised prices or resale prices for 3M Products applicable to any reseller. To the extent that any provision, term, or agreement governing the relationship between 3M and any reseller may be construed in a manner that is inconsistent with the terms of this Policy, the terms of this Policy control.

Schedule A – Covered Products

Material	Cat#	Billing Unit	2023 MAP	UPC
3M™ Littmann® CORE Stethoscope, 8480, Black	8480	Each	\$329.00	707387792350
3M™ Littmann® CORE Stethoscope, 8570, HP Rainbow	8570	Each	\$349.00	707387793685
3M™ Littmann® CORE Stethoscope, 8870, HP Copper	8870	Each	\$349.00	707387793975
3M™ Littmann® CORE Stethoscope, 8890, Mirror	8890	Each	\$349.00	707387793968
3M™ Littmann® CORE Stethoscope, 8483, Black, Eko	8483	Each	\$329.00	707387792367
3M™ Littmann® CORE Stethoscope, 8574, HP Rainbow, Eko	8574	Each	\$349.00	707387793708
3M™ Littmann® CORE Stethoscope, 8838, HP Copper, Eko	8838	Each	\$349.00	707387793951
3M™ Littmann® CORE Stethoscope, 8839, Mirror, Eko	8839	Each	\$349.00	707387793944
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Black Tube, 22 inch, 6151	6151	Each	\$199.00	707387789763
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Black Tube, 27 inch, 6152	6152	Each	\$199.00	707387789770
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Navy Blue Tube, 27 inch, 6154	6154	Each	\$199.00	707387789787
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Hunter Green Tube, 27 inch, 6155	6155	Each	\$199.00	707387789794
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Plum Tube, 27 inch, 6156	6156	Each	\$199.00	707387789800
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Raspberry Tube, 27 inch, 6158	6158	Each	\$199.00	707387789817
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Rose Pink Tube, 27 inch, 6159	6159	Each	\$199.00	707387789824
3M™ Littmann® Cardiology IV™ Diagnostic Stethoscope, Standard-Finish Chestpiece, Burgundy Tube, 27 inch, 6184	6184	Each	\$199.00	707387802066