



UNILATERAL ELECTRONIC MINIMUM ADVERTISED PRICE POLICY

EFFECTIVE AS OF JULY 1, 2019

Dorman Products, Inc. ("**Dorman**") has unilaterally adopted this policy regarding electronic minimum advertised price (this "**Policy**") effective as of July 1, 2019 (the "**Policy Effective Date**"), which is applicable to each Retailer.

For purposes of this Policy: (A) "**Retailer**" (in the plural, "**Retailers**") means an individual or entity that promotes and/or sells any products offered by Dorman or any of Dorman's affiliates (in the plural, "**Dorman Products**") to any (a) end user purchasers and/or (b) installers that sell to, and/or install for, end user purchasers (collectively, "**end users**" and individually, an "**end user**"), whether doing so directly or indirectly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity; and (B) "**Reseller**" (in the plural, "**Resellers**") means an individual or entity that is a distributor or dealer of Dorman Products.

1. Purpose. As a supplier of original equipment dealer "exclusive" replacement parts, hardware, brake parts and fasteners to the automotive and heavy duty aftermarkets, Dorman Products consist of trusted high-quality brands with a premium image for excellence and innovation earned through extensive product and market development activities and superior service. Some Retailers have taken or may take advantage of these facts by advertising such Dorman Products as loss leaders or misusing intellectual property of Dorman or references to Dorman or Dorman Products. In an effort to help safeguard the reputation of Dorman, ensure the long-term viability of its brands and protect the investment of those Retailers that provide valuable services to end users, Dorman has adopted this Policy.

2. Scope. As further described below, this Policy applies to Electronic Marketing of certain Dorman Products regardless how such Dorman Products are offered or sold. Resellers that sell Dorman Products to Retailers are responsible for understanding the Policy and informing their Retailers of the Policy. Any noncompliance with this Policy by a Retailer shall also constitute a violation of the Policy by the Reseller who sells the Dorman Product to such Retailer, as if the Reseller had violated the Policy itself.

3. The Electronic Minimum Advertised Price Policy.

(a) The Covered Products. This Policy establishes an electronic minimum advertised price ("**Electronic Minimum Advertised Price**" or "**EMAP**" and referring to either the singular or the plural or both, "**EMAP(s)**") for each of the Dorman Products as specified on the advertised price list(s) or product list(s) provided or otherwise made available to each Retailer (either directly from Dorman or through a Reseller) or otherwise communicated by Dorman Notice (individually, a "**Covered Product**" and collectively, "**Covered Products**"). For purposes of this Policy, "**Dorman Notice**" means notice from Dorman to a Retailer and/or Reseller provided or made available electronically or otherwise, including but not limited to, posting on one or more websites designated by Dorman.

(b) Application. Each form of Electronic Content containing Advertised Price Information regarding one or more of the Covered Products made available or provided by or on behalf of a Retailer (collectively, "**Electronic Marketing**") is subject to this Policy. **This Policy applies only to advertised or promoted prices and does not apply to the prices at which Covered Products are actually sold or offered for sale to an individual customer. Retailers and Resellers are free to sell Dorman Products at any price they choose in their sole and absolute discretion. This Policy is also not applicable to internet site "check-out" pages or "shopping cart" pages where the customer makes their purchase election because once the pricing is associated with the end customer's intent to purchase, the price is deemed the "selling price" and not an advertisement covered by the Policy.** (Certain terms are defined in Section 3(e) of this Policy.)

(c) Things Not Considered Electronic Marketing. The following are not considered to be Electronic Marketing and, therefore, are not subject to this Policy:

- (i) **Conventional Advertising:** Each offer made in or through newspapers, magazines, rotos, direct mail, catalogs, radio, television, signs and each other medium designated as such by Dorman ("**Conventional Advertising**") and
- (ii) **Other:** Other things deemed not to be Electronic Marketing by Dorman Notice.

(d) Violations of this Policy. EACH RETAILER AND RESELLER REMAINS FREE TO ESTABLISH ITS OWN ADVERTISED AND ACTUAL PRICES. A Retailer violates this Policy by (i) using any or all forms of Electronic Marketing to advertise or promote in any way one or more of the Covered Products during the Policy Period at a Net Adjusted Price less than the corresponding EMAP(s) established by Dorman from time to time and communicated by Dorman Notice or (ii) being deemed to have violated it.

(e) Certain Definitions. For purposes of this Policy: (i) "**Electronic Content**" means information that (A) can be accessed by an internet browser or anything which Dorman considers to be the substantive equivalent, including, but not limited to, (1) internet shopping sites, (2) marketplaces and (3) comparison search engines (CSEs) to which a Retailer supplies pricing information (e.g., Google Shopping, Buy.com, eBay, Amazon and PriceGrabber); (B) is provided by or through one or more applications (apps) for mobile devices (e.g., tablets and smartphones), including, but not limited to, social media apps (e.g., Twitter,

Instagram and Facebook) and mobile gaming platforms; or (C) is furnished by or through (1) electronic solicitations or other electronic communications (e.g., robocalls, caller-on-hold and other audio recordings, messaging (such as SMS (text), MMS (multimedia) and IM (instant)), webcasts, email and online or other electronic chats), (2) electronic advertisements (such as email newsletters, pop-ups and banners) or (3) anything which Dorman considers to be the substantive equivalent; (ii) **“Advertised Price Information”** means information regarding price, whether, express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount(s) or value) and anything which Dorman considers to be the substantive equivalent; (iii) the **“Policy Period”** means the time period beginning on the Policy Effective Date and ending on the termination date described in future Dorman Notice; (iv) **“Net Adjusted Advertised Price”** means the price at which a Covered Product is advertised by or for the benefit of a Retailer to a customer (potential or actual) after (A) applying all discounts and similar reductions, (B) excluding certain taxes and shipment charges and (C) giving effect to the value of each Bundle involving one or more free or reduced-price goods or services; and (v) **“Bundle”** means a combination of one or more Dorman Products with one or more other products or services advertised together (as determined by Dorman).

(f) Calculation of Net Adjusted Advertised Price. Except as otherwise provided in this Policy, Net Adjusted Advertised Price will be calculated by:

- (i) **Including Discounts:** Taking into account all discounts, deductions, rebates and allowances advertised (regardless of source, whether given or taken at the time of sale or otherwise and considered by Dorman to be part of such offer or sale), **except for the following:**
 - (A) **Rebates/Coupons from Dorman:** Each advertisement referring to or applying a rebate, coupon or the equivalent (as determined by Dorman) will not be considered part of Net Adjusted Advertised Price if such rebate, coupon or the equivalent is provided by Dorman or its designee(s) (1) directly to such customer or (2) to such Retailer for provision to and use by such customer;
 - (B) **Gift Cards:** Each advertisement promoting the ability of a customer to use on or more gift cards in connection with a purchase of Covered Products; provided, however, that any advertisement promoting that customers will receive gift cards of value in connection with a purchase that may include Covered Products will be included in determining the Net Adjusted Advertised Price; and
 - (C) **Free/Reduced-Price Shipping:** Free or reduced-price shipping may be advertised by a Retailer without it being considered to be a discount when offered or furnished in connection with a potential or actual purchase that includes at least one of the Covered Products, provided that, as determined by Dorman: (A) such offer applies to all other products in the category in which such Covered Product or such Covered Products reside and (B) the value thereof is reasonable;
- (ii) **Excluding Taxes/Certain Charges:** Excluding, if to be paid by such customer, all applicable taxes and all delivery and insurance charges (However, if a Retailer in an advertisement offers to pay any or all of such taxes and such charges that otherwise would be paid by such customer, the amount so offered by such Retailer will be considered a discount, except as otherwise provided in this Policy.);
- (iii) **Subtracting Value of Free Goods and Services.** Subtracting, in the case of free goods, services and similar benefits for such customer advertised by such Retailer, the fair market value (as determined by Dorman) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by Dorman to be part of such advertisement); and
- (iv) **Subtracting Reduced-Price Value.** Subtracting, in the case of reduced-price goods and services and similar benefits for such customer advertised by such Retailer, the difference between: (A) the fair market value (as determined by Dorman) of all such goods, services and benefits advertised by a Retailer and (B) the reduced-price advertised for such goods, services and benefits.

The fair market value for each Covered Product advertised for free or at a reduced price with the purchase of another Covered Product will be its EMAP. From time to time, Dorman may communicate to a Retailer by notice what it considers to be the fair market value for particular goods or services. Unless otherwise directed by Dorman, each time the same Covered Product is advertised in pairs or other groupings, the advertised price must be no less than the applicable EMAP multiplied by the number of units in the advertisement.

(g) Changes Relevant to this Policy. Dorman, at any time, may vary the EMAP for a Covered Product or add to or delete any or all of the Covered Products, which may, among other things, be based on whether such product(s) is or are offered under or subject to one or more select Dorman programs or any other Dorman policy or in any other situation announced by Dorman from time to time. Dorman will endeavor to provide prior notice of each new EMAP or such change in the Covered Products, generally not less than five (5) days in advance. While Dorman will communicate each EMAP and such change through the advertised price list(s) or product list(s) provided or made available by Dorman or otherwise by Dorman Notice, each Retailer and Reseller is responsible for making sure that it is aware of each appropriate EMAP and Covered Product in each circumstance.

(h) Policy Exemptions. A Retailer does not violate this Policy by advertising any or all of the Covered Products using Electronic Marketing during the Policy Period at a Net Adjusted Advertised Price that is less than the applicable EMAP(s) if such offer or sale is made in accordance with one or more of the following exemptions (collectively, the **“EMAP Policy Exemptions”**) and otherwise complies with this Policy:

- (i) **Grandfathered Offers:** Each advertisement that cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the EMAP(s), the Covered Products or this Policy until such time that it is reasonable to revise it (as determined by Dorman) to be consistent with this Policy;
- (iii) **Special Programs:** The advertisement under one or more special programs (if any) approved in advance by Dorman;
- (v) **Site-wide or Category-wide Promotions:** A site-wide or category-wide advertisement involving a coupon, discount or rebate that would, after its application, otherwise result in price(s) for any or all of the Covered Products below its or their respective EMAP(s), as long as: (A) Dorman, by written notice to such Retailer, has expressly approved in advance the participation of one or more Covered Products in such advertisement and, as part of such approval, has designated each of the Covered Products eligible therefor (collectively, the **“Advertised Eligible Products”**); (B) such Retailer

complies with the terms and conditions of such advertisement specified or so approved by Dorman; (C) such coupon, discount or rebate may be applied to all or almost all of the products offered by such Retailer or, in the case of a category-wide sale, no fewer than two (2) brands in the category other than that or those of Dorman; (D) such application takes the Net Adjusted Advertised Price for each of the Advertised Eligible Products to no less than the EMAP supplied by Dorman specifically for such advertisement; and (E), except as approved by notice to such Retailer in advance, such advertisement and anything that is the same as or similar to it (as determined by Dorman) are not advertised in any calendar year: (1) more than three (3) times, (2) for more than ten (10) days at a time and (3), if designated by Dorman, without observing the interval(s) between such offers as so designated;

- (vi) **Card Benefit:** A card benefit consisting of a discount, credit or rebate associated with the use of a designated credit or debit card that would, after its application, result in Net Advertised Price for any or all of the Covered Products below its or their respective EMAP(s), as long as (A) such card benefit may be applied to all or almost all of the products offered by such Retailer and (B) nothing promoting such card benefit mentions, uses, depicts or otherwise refers to Dorman and any or all of the Covered Products;
- (vii) **Loyalty Points:** The accrual of "points" or other things of value ("**Loyalty Points**") in connection with the purchase or receipt of any or all products and services from such Retailer and the subsequent application of Loyalty Points (but only in one or more transactions other than the one(s) in which they were earned), even if such application results in advertised price(s) for any or all of the Covered Products below its or their respective EMAP(s), as long as: (A) Loyalty Points may be accrued and applied to all or almost all of the products and services offered by such Retailer, (B) the everyday accumulation rate for Loyalty Points applicable to the purchase of any or all Dorman Products is no more than that applicable to all or almost all other brands of products offered by such Retailer (as determined by Dorman regardless of category) and (C) nothing promoting Loyalty Points mentions, uses, depicts or otherwise refers to any or all Dorman Products; except that such Retailer may offer and provide a greater accumulation rate applicable to the purchase of any or all Dorman Products and advertise it, as long as such Retailer has received notice from Dorman in advance expressly approving such rate and such promotion;
- (viii) **Military Exchanges:** The advertisement of any or all of the Covered Products below its or their EMAP(s); provided that, such advertisement: (A) is made by a Retailer that is or is a part of the Army & Air Force Exchange Service (AAFES), one of the other U.S. military or veterans' exchanges (i.e., that operated by the Navy (NEX), Marine Corps (MCX), Coast Guard (CGX) or Veterans Canteen Service (VCS)) or the Canadian Forces Exchange System (CANEX); (B) is made only to customers or potential customers eligible to shop at such exchange(s); and (C) is at a Net Adjusted Advertised Price that is no less than ninety-five percent (95%) of the then-applicable EMAP;
- (ix) **Discontinued Products:** The offer or sale of one or more items of any or all of the Covered Products that is or are discontinued by Dorman effective (A) when such item(s) do not appear on the then-current price list(s) or product list(s) issued by Dorman or (B) on the date(s) referred to in notice of discontinuance provided by Dorman to Retailers; and
- (x) **Employee Offers:** The advertisement to an employee of such Retailer for his or her personal use (and not for resale), provided that such offer is reasonable (as determined by Dorman).

4. When a Retailer Requests Approval under this Policy

If the approval of Dorman under this Policy is sought by a Retailer or Reseller, the failure to obtain it no later than seven (7) days after the date of such request will be deemed to be a disapproval of each thing for which such approval is sought.

5. Other Ways to Violate this Policy

Except as expressly authorized or directed by Dorman Notice or otherwise permitted by this Policy or to the extent limited to the Covered Products as provided herein, a Retailer (directly or through another party on behalf or for the benefit of such Retailer) and/or a Reseller, using or engaging in any or all of the following terms, descriptions, conditions, offers or activities (or the substantive equivalent of any or all of them as determined by Dorman) in connection (directly or indirectly) with the advertising of any or all Covered Products using Electronic Marketing will be deemed to be a violation of this Policy:

- (a) **Do-Not-Sell List:** A Retailer or Reseller doing business with or under or using any or all business names and storefronts which appear on a Do-Not-Sell List. For purposes of this Policy, "**Do-Not-Sell List**" means a Dorman Notice which indicates that (a) one or more individuals or entities is or are not authorized by Dorman to promote or sell Dorman Products or (b) the authorization of a Retailer to promote and sell Dorman Products has been revoked in whole or part with respect to all such products or revoked only with respect to certain of such products pursuant to Section 6(a) of this Policy;
- (b) **Dorman's Intellectual Property:** A Retailer whose business name and storefront appear on a Do-Not-Sell List and who uses Dorman's Intellectual Property. "Dorman's Intellectual Property" means Dorman's trademarks, tradenames, service marks, copyrights, logotypes, images, artwork, copy, data, software and software concepts, or anything in which Dorman or its designee claims rights in promotional, advertising, instructional, or reference materials (including, without limitation, part interchange or reference lists), or on its website, products, labels or packaging. In addition to a violation of this Policy, use of Dorman's Intellectual Property without Dorman's written consent may constitute copyright or trademark infringement and unfair competition in violation of federal and state laws. Use of Dorman's Intellectual Property is prohibited unless expressly authorized.
- (c) **Strike-Throughs:** In connection with the advertising of any or all of the Covered Products, a strike-through of any EMAP(s) regardless whether one or more other prices is or are advertised;

- (d) Group Purchasers: The advertisement to group purchasers, except at price(s) no less than each applicable EMAP;
- (e) Trade-in Offers: Advertising a trade-in offer for one or more Dorman Products or any other product(s) in connection with or applicable to any or all of the Covered Products, regardless whether a specific trade-in price or value is advertised;
- (f) Itemization: Except as otherwise directed by this Policy, on any Electronic Marketing, the failure of such Retailer to itemize the advertised price for each of the products and services shown, referred to or otherwise included on or in such Electronic Marketing; and
- (g) Prohibited Terms: Advertisements using the terms “lowest price,” the “lowest prices” or “prices too low to show,” any form of low-price guarantee or the substantive equivalent (as determined by Dorman) of any or all of these terms or concepts;
- (h) Questioning Rights: Questioning or challenging the rights claimed by Dorman or its designee(s) in or to Dorman intellectual property including, without limitation, the marks and logos described in Dorman’s advertising and marketing standards or assisting in any way any other(s) in doing so;
- (i) Certain Purchases: Purchasing any or all Dorman Products other than from Dorman, an authorized Retailer, Reseller or, in the case of bona fide returns only, an end user;
- (j) Counterfeits: Advertising one or more products that are modified or counterfeit version(s) of one or more Dorman Products; and
- (k) Circumvention: One or more tactics which Dorman determines is or are intended to circumvent application or operation of this Policy.

6. Consequences of Violating this Policy

(a) Retailers

Dorman, without assuming any liability, will take one or more of the following actions following verification by Dorman to its satisfaction that a Retailer has violated this Policy:

For the first violation: If such violation, at the time such Retailer receives notice of it from Dorman:

(i) is continuing, such Retailer will remove or stop or cause to be removed or stopped such violation within the time period specified in such notice, which typically will be one of the following: (i) no later than fourteen (14) business days (usually for a violation involving Electronic Content) or (ii) by the conclusion of the period otherwise specified by Dorman (*the “Retailer Allotted Period”*) (if such Retailer takes such action, a violation still has been accrued) or

(ii) has been removed or stopped (for example, a violation that has not been continued or repeated, such as an offending advertisement made one time and promptly removed or corrected), no further action is required on the part of such Retailer, but a violation has been accrued.

For the second violation: In the event that (a) the offending conduct that caused the first violation is not removed or stopped (if Dorman determines that it can be) within the Retailer Allotted Period or (b) such Retailer otherwise violates this Policy a second time, effective as of the date specified in notice from Dorman to such Retailer, and continuing for the next thirty (30) days, the authorization of such Retailer to purchase any or all of the Covered Products will be revoked by Dorman, so that no new orders will be accepted from such Retailer for any or all of the Covered Products, and such Retailer will be placed on the Do-Not-Sell List.

For the third violation: In the event that (a) the offending conduct that caused the second violation is not removed or stopped (if Dorman determines that it can be) within the Retailer Allotted Period or (b) such Retailer otherwise violates this Policy a third time, effective as of the date specified in notice from Dorman to such Retailer, and continuing for the next ninety (90) days, the authorization of such Retailer to purchase any or all of the Covered Products will be revoked by Dorman so that no new orders will be accepted from such Retailer for any or all of the Covered Products, and such Retailer will be placed on the Do-Not-Sell List. (If the thirty (30) day period for the second violation of this Policy has not run, the ninety (90) day period will begin after the thirty (30) day period concludes.)

For the fourth violation: In the event that (a) the offending conduct that caused the third violation is not removed or stopped (if Dorman determines that it can be) within the Retailer Allotted Period or (b) such Retailer otherwise violates this Policy a fourth time, effective as of the date specified in notice from Dorman to such Retailer, and continuing until Dorman provides notice to such Retailer otherwise, if ever, the authorization of such Retailer to purchase any or all of the Covered Products will be revoked by Dorman so that no new orders will be accepted from such Retailer for any or all of the Covered Products, and such Retailer will be placed on the Do-Not-Sell List.

For each additional violation: In the event that, after the fourth violation of this Policy by such Retailer Dorman provides notice to such Retailer that Dorman has re-authorized such Retailer to purchase any or all of the Covered Products, then each act or failure to act of such Retailer that constitutes a violation of this Policy (or is deemed by Dorman to be such a violation) will receive the same treatment as if a new fourth violation had then occurred.

(b) Resellers

Dorman, without assuming any liability, will take one or more of the following actions following verification by Dorman to its satisfaction that a Reseller has promoted or sold a Covered Product to a Retailer whose name appears on the then-current Do-Not-Sell List:

For the first violation: If such violation, at the time such Reseller receives notice of it from Dorman:

(i) **is continuing**, such Reseller will stop or cause to be stopped such violation within the time period specified in such notice, which typically will be one of the following: (i) no later than fourteen (14) business days or (ii) by the conclusion of the period otherwise specified by Dorman (the “**Reseller Allotted Period**”) (if such Reseller takes such action, a violation still has been accrued) or

(ii) **has been removed or stopped** (for example, a violation that has not been continued or repeated) no further action is required on the part of such Reseller, but a violation has been accrued.

For the second violation: In the event that (a) the offending conduct that caused the first violation is not removed or stopped (if Dorman determines that it can be) within the Reseller Allotted Period or (b) such Reseller otherwise violates this Policy a second time, effective as of the date specified in notice from Dorman to such Reseller, Reseller will stop or cause to be stopped such violation within the time period specified in such notice, which typically will be one of the following: (i) no later than fourteen (14) business days or (ii) by the conclusion of the Reseller Allotted Period (if such Reseller takes such action, a second violation still has been accrued).

For the third violation: In the event that (a) the offending conduct that caused the second violation is not removed or stopped (if Dorman determines that it can be) within the Reseller Allotted Period or (b) such Reseller otherwise violates this Policy a third time, effective as of the date specified in notice from Dorman to such Reseller, and continuing for the next ninety (90) days, Dorman may, at its sole discretion, either increase the price for each Covered Product purchased by such Reseller during such period by ten percent (10%) or revoke the authorization of such Reseller to purchase any or all Covered Products so that no new orders will be accepted from such Reseller for any or all of the Covered Products, and such Reseller shall be placed on the Do-Not-Sell List.

For the fourth violation: In the event that (a) the offending conduct that caused the third violation is not removed or stopped (if Dorman determines that it can be) within the Reseller Allotted Period or (b) such Reseller otherwise violates this Policy a fourth time, effective as of the date specified in notice from Dorman to such Reseller, and continuing until Dorman provides notice to such Reseller otherwise, if ever, Dorman may, at its sole discretion, either for each Covered Product purchased by such Reseller during such period increase the price by fifteen percent (15%) or revoke the authorization of such Reseller to purchase any or all Covered Products so that no new orders will be accepted from such Reseller for any or all of the Covered Products, and such Reseller shall be placed on the Do-Not-Sell List.

For each additional violation: In the event that, after the fourth violation of this Policy by such Reseller, Dorman provides notice to such Reseller that Dorman has re-authorized such Reseller to purchase any or all of the Covered Products, then each act or failure to act of such Reseller that constitutes a violation of this Policy (or is deemed by Dorman to be such a violation) will receive the same treatment as if a new fourth violation had then occurred.

Each violation of this Policy is cumulative through the Policy Period. Except as noted, the consequences of each violation can take effect regardless whether the consequences for the preceding violation(s) are still running. The same act(s) or failure(s) to act may result in multiple violations. For each Retailer purchasing any or all Dorman Products from one or more Resellers, this Policy will be enforced through a Do-Not-Sell List (as defined in Section 6(a) above).

7. Additional Provisions

Effective as of the Policy Effective Date, this Policy supersedes and cancels each other policy applicable to each Retailer and/or Reseller from Dorman for any or all Dorman Products, if any, regarding minimum advertised price, resale price or, to the extent covered by this Policy, the advertising and marketing matters referred to herein. For any reason(s) deemed appropriate by Dorman (including without limitation based on the request of a Retailer for Dorman to consider such things as, but not necessarily restricted to, limited-time promotional offers for a Retailer event or otherwise), but in no case other than as the unilateral decision of Dorman, this Policy may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by notice from Dorman at any time (including without limitation during any Dorman-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by Dorman.

The availability of any or all items of Dorman Products may be changed by Dorman anytime, in which case, Dorman and each Retailer or Reseller may without liability or penalty (a) cancel all pending orders (even if accepted) from a Retailer or Reseller for such changed item(s) and (b) refuse to accept any new orders from a Retailer or Reseller for such item(s).

Unless Dorman designates otherwise, for purposes of compliance with this Policy, each business (regardless of the name(s) used and location(s)) directly or indirectly owned, operated or associated with a Retailer or Reseller (as determined by Dorman) will be considered to part of such Retailer or Reseller, so that each violation by any such business will be aggregated with that or those of each other such business and attributed to such Retailer or Reseller.

Regardless whether expressly indicated in this Policy, each notice referred to herein (including without limitation Dorman Notice): (a) may, as determined by Dorman, be given in writing or electronically and (b) will be considered to be received as designated by Dorman. The Explanation (which also may be referred to as “Frequently Asked Questions,” “FAQs” or the equivalent as determined by Dorman), if any, accompanying or associated with this Policy is intended to help answer questions in connection with them, but is not part of this Policy. In the event of any disagreement over the interpretation or enforcement of this Policy, the view of Dorman will control.

If a Retailer or Reseller violates this Policy or Dorman determines that such Retailer or Reseller does not qualify for or abused any or all of the EMAP Policy Exemptions, such exemption(s) will be deemed withdrawn by Dorman retroactive to the Policy Effective Date or such other date specified by Dorman. Except in extraordinary circumstances, Dorman will not consider any requests for other exemptions.

The consequences of violating this Policy are non-exclusive and do not limit or waive in any way the legal, equitable and other remedies available to Dorman under any other Dorman policy, at law or otherwise.

Dorman will not discuss any conditions of acceptance related to this Policy. In addition, Dorman neither solicits, nor will it accept, any assurance of compliance with this Policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Retailer or Reseller and Dorman or a Retailer and an Reseller, nothing therein shall constitute an agreement by such Retailer or Reseller to comply with this Policy, as, among other things, this Policy is not and should not be construed to be one of the Dorman policies (as such term or the equivalent is or may be used in any or all of such agreements) where such compliance is mandatory.

8. Questions, Additional Information or Information Regarding Potential Violations

All questions or requests for additional information regarding this Policy and all information regarding potential violations of this Policy must be in writing and are to be addressed to the following person at Dorman responsible for this Policy ("**Policy Administrator**"):

EMAP Policy Administrator
Dorman Products, Inc.
3400 East Walnut Street
Colmar, PA 18915

email: EMAP@dormanproducts.com

Only the Policy Administrator or the Policy Administrator's designated representative(s) is or are authorized by Dorman to answer questions regarding this Policy or to comment on this Policy. The Company will not respond to complaints by one Reseller or Retailer alleging that another Reseller or Retailer is violating the Policy.