

## **UNILATERAL MINIMUM RESALE PRICE AND PROMOTION POLICY**

***EFFECTIVE NOVEMBER 18, 2013***

Each retailer selling Benchmade Knife Co., Inc. (“Benchmade”) products remains free to establish its own resale prices and promotions; however, Benchmade will, without assuming any liability, refuse to sell, either directly or through distribution, to any retailer following verification by Benchmade to its satisfaction that the retailer has advertised, promoted, offered or sold any Benchmade products below that stipulated on the Dealer Unilateral Pricing Policy Price List and/or utilized promotional items other than those stipulated on the Unilateral Promotional Items List. This Policy is subject to change at any time by Benchmade in its discretion.

Each retailer of Benchmade products is free to independently decide whether or not to follow this Policy. Benchmade does not ask for, nor will it accept, any assurance of compliance or agreement from a retailer regarding this Policy nor will Benchmade discuss any conditions of acceptance related to this Policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between the retailer and Benchmade (including without limitation any retailer agreement), nothing in those agreements shall constitute an agreement by the retailer to comply with this Policy.

The Policy may be delivered to retailers directly by Benchmade and its representative or via Benchmade distributors. As this is a Policy between Benchmade and the retailer, Benchmade representatives and distributors are not authorized to make any representations, give any explanations, or otherwise communicate with retailers about the Policy. The only Benchmade representative authorized by Benchmade to answer any questions regarding this policy and to comment on it and to whom questions regarding this Policy must be addressed is:

David Fee or Charles Darby  
Benchmade Knife Company  
300 Beaver Creek Road  
Oregon City, OR 97045

No Benchmade representative, employee or distributor has authority to modify or alter this Policy. Should a retailer learn of any purported modification or alteration of this Policy, or any attempt to do so, by any Benchmade representative (other than the authorized Benchmade representatives identified above), employee or distributor, the retailer should immediately notify one of the authorized Benchmade representatives listed above.

Benchmade does not request, and in fact discourages, any complaints by distributors, retailers or customers as to perceived violations of this Policy by other retailers or distributors.

This Policy shall be effective November 18th, 2013 and supersedes and replaces all prior pricing policies applicable to Benchmade products. This Policy shall remain in effect until amended or withdrawn by Benchmade in writing.

**BENCHMADE KNIFE COMPANY, INC. | 300 BEAVERCREEK ROAD, OREGON CITY, OR 97045  
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**CONFIDENTIAL**