| PROMOTO |
|---------|
| BILLET |

| Business Nar | ne | | | | |
|---------------|-------------------------|--------------------|-----------------|-------------------|-----------------------|
| Business Phy | sical Address | | | | |
| City | | State | Country | Post Code/2 | Zip |
| Phone | PhoneFax | | | Websit | e |
| Billing Addre | ess (if different) | | | | |
| | | | | | |
| | | | | | /Zip |
| Primary Con | tact Name(s) & Tit | le | | | |
| | | | | | |
| | | | | | |
| Accounts Pav | yable Contact Em | ail | | | |
| Others Autho | rized to place ord | ers | | | |
| State & Resa | le Tax # | | FederalTax | ID# | _ Years in Business |
| | • | • | • | · | ſ |
| Primary Indus | try | | | | |
| Primary Sales | Channels (Check | All that Apply) | | | |
| Retail store | e 🛛 Online | | Shows/events | □Other | |
| Annual Sales | | _How Did You Hea | r About Us? | | |
| By sig | ning below, you | acknowledge th | at you have re | ad, understand ar | nd agree to abide by |
| | | our MAP, Shij | oping, and Ret | turn Policies. | |
| Authorized Si | ignature (Type Na | me) | | | Date// |
| IDAHO | DEALERS Fax a Co | opy of Your ST-102 | 1 Form NON- | IDAHO DEALERS In | clude Tax Exempt Info |
| | | Fax | To208.465.02 | 09 | |
| | | | ales@promotok | | |
| | | | ions? 208-466- | | |
| Confidential | | Pr | oMotoBillet Inc | Confidenti | |

DEALER TERMS AND CONDITIONS

HOURS OF OPERATION

8am-5pm (Mountain Standard Time) Monday-Friday. We are closed all major holidays and the day after Thanksgiving. Location & Contact Info

11461 Lone Star Rd Nampa, ID 83651 208-466-4762 salas@promotobillet.cc

sales@promotobillet.com

<u>SHIPPING</u>

UPS is our exclusive Carrier for all domestic and international shipments. The only exception is domestic shipments to a PO Box or APO/FPO address. Orders ship as stated unless otherwise specified. Pro Moto Billet is not responsible for any customs or shipping delays once the shipment leaves our facility.

SHIPPING CUT-OFF TIMES

At Pro Moto Billet, we ship all orders as promptly as possible. Orders submitted after 2:00pm (Mountain Standard time) are not guaranteed to ship the same day.

DOMESTIC SHIPPING

UPS is our primary carrier for all domestic shipments, with the exception of orders sent to a Po Box or APO/FPO address. At our discretion, tiny items (springs, bolts etc.) may be shipped via USPS envelope. All orders are shipped Regular ground, unless otherwise requested. Pro Moto Billet will do everything possible to ensure that Three-day, 2-day, and Next-day air "rush" orders leave our facility in a timely manner, however once in transit, we are not responsible for any delays, and no refunds will be given for orders that do not arrive in time, if the delay was out of our control.

INTERNATIONAL SHIPPING (INCLUDES ALASKA & HAWAII)

UPS is our exclusive carrier for all international orders as well as those for Alaska & Hawaii. The buyer is responsible for all Valued Added Tax (VAT), customs, duties and any other Importation fees incurred by the shipment. By purchasing, buyer agrees to cover any additional fees due upon delivery.

USING YOUR OWN SHIPPING ACCOUNT NUMBER

Dealers may choose to have their items shipped under their own shipping account number via UPS. There will be a packaging & handling fee of \$3.00 per box added to the invoice. In the event that Pro Moto Billet receives a chargeback on shipping fees sent on an account number that was provided by the customer, no future orders will be sent until the amount has been paid, and/or we will no longer ship on that account number.

DROP SHIPPING

Pro Moto Billet offers drop shipping on domestic orders as a courtesy to our stocking dealers. There is a \$9.95 drop ship fee per order, which is non-refundable. We do not offer drop shipping on international orders. Pro Moto Billet reserves the right to refuse a drop ship order at its' sole discretion, as this method is not to be used as an alternative to stocking product. If this is being done, we will terminate any future drop shipments for that dealer.

WARRANTY POLICY

There is a product defect warranty on all Pro Moto Billet products for a period of 90 days from the original date of purchase. This warranty applies to the original purchaser only. <u>Crash/Impact Damage, modification, stripped or missing</u> <u>bolts or damage done during installation is not covered under warranty</u>. In the event of a warranty claim, we will attempt to verify the complaint as best we can with pictures via email. In some cases, the item may need to be sent in for a hands-on inspection. If the item is determined to have a defect, we will, at our discretion, repair or replace the item.

<u>RETURNS</u>

Items being returned for credit will be assessed a 20% restocking fee. Discounted or discontinued items are not eligible for a return or refund. Items purchased by a retail customer from a dealer must be returned through the same dealer and are subject to said dealer's stated retail return guidelines. Returns will not be accepted without an RA number, please call us at 208-466-4762 to receive a return authorization number before returning your item.

ADVERTISING (MAP) POLICY

To protect the pricing integrity of Pro Moto Billet/Fastway/Sector 7 product, all items advertised anywhere outside of a retail location, including the internet, must be listed at a price no less than our published MSRP. Pro Moto Billet will benefit our resellers by enabling them to grow sales of Pro Moto Billet/Fastway/Sector 7 branded products while protecting against price discounting. Pro Moto Billet will issue printed price lists indicating Manufacturer's Suggested Retail Pricing (MSRP) and maintain a current listing with effective date of MSRP on its internet website which can be amended at any time by Pro Moto Billet at its sole discretion.

Any priced advertisement by any re-seller in any media such as but not limited to internet or similar electronic media,

radio, television, flyers, posters, catalogs, mail order catalogs, magazines, e-mail newsletters, e-mail solicitations, coupons, mailers, inserts, newspapers, and public signage must be no less than our current MSRP as indicated on the printed price list or Pro Moto Billet/Fastway/Sector 7 website. Any pricing advertised that does not match the above will be a violation of this MAP policy and subject to enforcement procedures as identified later in this document.

The inclusion in advertising of any free or discounted products with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the included Pro Moto Billet/Fastway/Sector 7 product lower than current MSRP as indicated on the Pro Moto Billet/Fastway/Sector 7 website or

printed price list.

Example:

"Buy a set of Fastway Flak Shield handguards for \$49.95 and get a set of FREE grips" Would be allowed "Buy a Fastway handguard & Brand X Grip combo for 20% off" Would be in violation of this policy.

Advertising a price greater than Pro Moto Billet/Fastway/Sector 7 listed MSRP and showing the correct retail price as a sale item is considered deceptive and is not allowed.

ONLINE ADVERTISING

Internet auctions may not display or have reserved bid or other acceptable prices below the current MSRP. Pricing listed on an Internet site is considered an "advertised price" and must adhere to this MAP Policy. Statements such as "we will match any price", "call for price" or similar phrases are acceptable as long as they make no specific reference to Pro Moto Billet/Fastway/Sector 7 product. Discounts or coupon codes applied at checkout to the customer's entire order based on customers purchasing history with the Reseller, such as discounts for "frequent shoppers" or special event/holiday sales or promotions do not violate this MAP Policy.

Pro Moto Billet reserves the right to offer promotions on certain products, and/or to authorize "clearance" pricing for any or all of its Dealers. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying any other affected Dealers or Resellers of the nature and duration of the change. Pro Moto Billet/Fastway/Sector 7 further reserve the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all resellers. It is the responsibility of the Dealer to have all clearance or other product discounts approved by Pro Moto Billet, to not be in violation of this MAP policy.

ENFORCEMENT PROCEDURES

Pro Moto Billet has included its MAP Policy Enforcement Procedures in the Dealer Agreement to ensure all dealers signing the "acknowledgment" page are aware of the severity in which Pro Moto Billet will deal with violators of this policy. Any determinations by Pro Moto Billet under these enforcement procedures shall be binding upon the violator. **First Offense**

- 1. A member of the Pro Moto Billet Support Team will contact the violator via e-mail, telephone or letter and remind them of the MAP Policy and identify the nature of the violation.
- 2. A copy of the MAP Policy will be sent to the violator and they will be required to sign and return the signature page acknowledging the violation and their willingness to conform. The violator will be given 5 working days to conform to the MAP Policy and cure the violation.
- 3. A permanent record of this process will be documented in a Pro Moto Billet internal file for future reference. Noncompliance within the 5-working day cure peri-od will result in 6-month suspension period with Pro Moto Billet and its Distributors in which no Pro Moto Billet/Fastway/Sector 7 product may be sold to the violator by Pro Moto Billet/Fastway/Sector 7 or its Distributors. (Distributors are required by their Distributor Agreement to follow the enforcement procedure of this Policy.) Anyone found to be supplying a violator during their probationary period will be subject to the same suspension as the original offender.

Second Offense

- 1. A member of the Pro Moto Billet Support Team will contact the violator via e-mail, telephone or letter and again remind them of the MAP Policy and identify the nature of the violation.
- 2. The violator will be reminded of their previous offense and a copy of the signed conformance page will be forwarded to them.
- 3. The violator will then be placed on another six month suspension period in which they will be unable to obtain Pro Moto Billet/Fastway/Sector 7 product from Pro Moto Billet and its Distributors under the same terms stated above in Section A.
- 4. At the end of the 6-month suspension period, Pro Moto Billet will make a determination as to whether the suspension will be continued for another six months. If the suspension is continued, it will be reviewed by Pro Moto Billet at the end of each six-month period and either continued or terminated.

5. Once the suspensions are lifted, the violator will forfeit any Dealer level discounts they previously may have been granted for a term of one year of the date the suspension was lifted.

Third Offense

1. Dealer status will be immediately terminated.

The administration of this MAP Policy and any determinations made under it are solely within Pro Moto Billet's discretion and authority. All questions about this MAP Policy should be in writing and directed to the Director of Sales and Marketing via email at <u>sales@promotobillet.com</u> The Director of Sales and Marketing and the members of the Pro Moto Billet Customer Support Team have the sole authority to discuss, make determinations under, and undertake enforcement of this MAP Policy. No modifications to or exceptions from this MAP Policy shall be valid unless made in writing and authorized by the Director of Sales and Marketing or by the Pro Moto Billet President or CEO.

DEALER ACKNOWLEDGEMENT

I, the undersigned, agree to, and will abide by the terms set forth in this document,

Authorized Representative

Dealer Name