

Time Tested



Time Proven

ROADMASTER, Inc. 6110 NE 127th Ave. Vancouver, WA 98682 800-669-9690 Fax: 360-735-9300 www.roadmasterinc.com

## AUTHORIZED DEALER AGREEMENT EFFECTIVE JUNE 1, 2019

This Authorized Dealer Agreement (this "Agreement") is made and entered into as of [ ], 2019 (the "Effective Date") by and between Roadmaster, Inc., an Oregon Corporation ("Manufacturer"), with offices at 6110 NE 127th Street, Vancouver, Washington, and [ ], a [ ] ("Dealer"), with a primary office at [ ] (each individually a "Party" and together the "Parties").

### Background

A. Manufacturer desires to use Dealer's sales, marketing, and distribution channels to distribute Manufacturer's Products to consumers, as such terms are defined below.

B. Dealer desires to distribute Manufacturer's Products for the Term and within the Territory on the terms and subject to the conditions of this Agreement, as such terms are defined below.

### The Parties agree as follows:

#### 1. Definitions.

1.1 "Affiliate" means any corporation, partnership, limited liability company, trust, or other entity directly or indirectly having the power to direct the management and operations, controlled by or under common control with, a Party.

1.2 "Confidential Information" means the terms of this Agreement and all distribution pricing of the Products, including without limitation those quoted to, offered to, or paid by the Dealer generally or in any purchase order or other transaction with Manufacturer.

1.3 "MAP Policy" means the unilateral minimum advertised price policy adopted by Manufacturer, as may be updated from time to time, the current version as of the Effective Date set forth in Exhibit A.

1.4 "Minimum Advertised Price" means the minimum advertised price of the Products under the MAP Policy, as may be updated from time to time.

1.5 "Products" means the finished goods and product lines produced by Manufacturer as may be added to, modified, or discontinued by Manufacturer, in its sole discretion.

1.6 "Term" has the meaning set forth in Section 3.

1.7 "Territory" means North America.

1.8 "Third-Party Online Sales Channel" means any third-party service accessible over the internet for listing products, including without limitation, Amazon®, eBay®, and Walmart®.

1.9 "Trademarks" means all the trademarks, trade names, and trade dress, whether or not registered, which are owned and used by or under license from Manufacturer and which appear on the Products or their packaging including, without limitation: "All-Terrain", "Autowlok", "BlackHawk", "BrakeAway", "BrakeMaster", "Brite-Lite", "Comfort Ride Hitch", "EZ Hook", "Falcon", "Flexo-Coil", "Freedom Latch", "Guardian", "Hy-Power", "LubeMaster", "Nighthawk", "Quiet Hitch", "Reflex", "Roadmaster", "Sterling", "Stow-Master", "Tow Defender", "Tracker", and "TruTrac".

1.10 "Traditional Sales Channel" means physical retail store, physical dealership for automobiles, physical dealership for recreational vehicles, catalogue, order form, direct call sales, email, printed publication (or digital version of an in-print publication), trade show, or listing on a website having a web domain owned by the Dealer and either direct contact information or a shopping cart.

1.11 "Unauthorized Reseller List" means a list of dealers and distributors not authorized by Manufacturer to receive Products as may be made available by Manufacturer through a web address or other means, and as may be updated by Manufacturer from time to time.

## **2. Authorized Dealer Grant.**

2.1 Manufacturer hereby grants to Dealer the non-exclusive right within the Territory and for the Term to market and sell the Products to consumers through Traditional Sales Channels, subject to the terms and conditions of this Agreement. Dealer acknowledges that nothing in this Agreement restricts Manufacturer from selling the Products inside or outside the Territory.

2.2 Dealer shall not distribute, market, or sell the Products to (and Manufacturer will not dropship to) any party that Dealer knows or has any reason to believe (ii) is a reseller, including but not limited to a distributor or dealer, (ii) will resell the Products, directly or indirectly, outside the Territory or resold on any Third-Party Online Sales Channel. If Dealer becomes aware such party is a reseller of the Products, including but not limited to marketing or selling the Products outside the Territory or through any Third-Party Online Sales Channel, Dealer shall immediately notify Manufacturer and shall immediately cease to supply such party with the Products.

2.3 Dealer shall not distribute, market, or sell the Products to any party listed on the Unauthorized Reseller List as of the date such party was added to the Unauthorized Reseller List.

2.4 Dealer shall affirmatively identify itself as an “authorized dealer” relative to the Products in all distribution channels, including without limitation any advertisement, listing, ordering catalogue, or marketing material that includes the Products. During the Term, Dealer grants Manufacturer the right to list Dealer’s company name, trademarks, and logo on Manufacturer’s list of authorized Dealers on Manufacturer’s website and elsewhere.

**3. Term.** The initial term of this Agreement shall begin on the Effective Date and shall continue for a period of one (1) year (the “Initial Term”) unless earlier terminated in accordance with this Agreement. This Agreement shall automatically renew at the end of the Initial Term or any Renewal Term for successive periods of one (1) year (each, a “Renewal Term”), unless either Party provides thirty (30) days written notice to the other Party prior to the expiration of the Initial Term, or any Renewal Term, as the case may be (the Initial Term and any number of Renewal Terms are collectively referred to as the “Term”).

**4. Freedom of Sale Price and Minimum Advertised Price Policy.** Dealer acknowledges that Manufacturer has the MAP Policy in effect, a current copy of which is attached as Exhibit A, as may be updated by Manufacturer from time to time. Dealer acknowledges that Dealer can offer or sell the Products at any price that Dealer chooses, and that this Agreement in no way limits Dealer’s ability to price the Products. However, and notwithstanding anything else to the contrary in this Agreement and in Manufacturer’s sole discretion, Manufacturer may in response to any non-compliance with or violation of the MAP Policy, temporarily or permanently cease supplying the Products to Dealer, terminate this Agreement, and/or take any other actions set forth in the MAP Policy.

**5. Manufacturer’s Price Increases.** Manufacturer in its sole discretion may increase the prices of the Products, with any such increases effective upon sixty (60) days’ written notice to Dealer, whereupon at the end of such notice period, the revised price shall be effective immediately without further notice.

## **6. Sales Channels.**

6.1 Unless otherwise agreed to in writing, Dealer shall only use information and content related to the Products that is directly supplied by Manufacturer, including without limitation Product images, photos, graphics, descriptions, and specifications (and Dealer shall not independently obtain or scrape such content from Manufacturer’s website or other materials).

6.2 Dealer shall not remove any unique identifiers, serial numbers, tracking markers, or other tracking or identification indicia from the Products, their labeling, or their packaging, including but not limited to removal from Products returned to Dealer.

## **7. Supply of the Products.**

7.1 Manufacturer agrees to provide the Products pre-packaged and labelled at prices quoted by Manufacturer at the time of ordering, as such prices may be updated from time to time. Manufacturer at any time may make modifications to, limit the production of, or discontinue the sale of, any of the Products without incurring any liability whatsoever with respect to any order placed by Dealer.

7.2 To order the Products, Dealer shall submit a firm written purchase order on a form preapproved by Manufacturer to a location and by method provided by Manufacturer, as may be updated from time to time. Before the order shall be placed, Manufacturer shall confirm acceptance of the written purchase order in writing.

7.3 Dealer shall provide for complete payment by the time period specified in the invoice, whether for invoices for the complete order or less than all of the Products ordered in the event of a partial fill order. Where no such time period is specified in the invoice, Dealer shall provide complete payment no later than thirty (30) days from the date the invoice is received. Notwithstanding the foregoing, Manufacturer reserves the right in its sole discretion to require partial or complete payment for the purchase order within a shorter time period, or prior to processing any order. Manufacturer shall have sole and complete discretion to partially fill any orders by supplying Dealer with less than all of the Products ordered, including whether to terminate the remaining purchase order. For the avoidance of doubt, Manufacturer has no obligation to allocate Products stock, reserve Products, or take any other action with respect to such purchase order until receiving full payment therefor.

7.4 Manufacturer shall drop-ship orders to Dealer's customers after Roadmaster confirms acceptance of the order and provides a valid address of the customer to Roadmaster, according to the price and subject to the terms of drop-shipping set forth in Exhibit D, as may be amended from time to time.

7.5 All sales of the Products are F.O.B. Manufacturer's warehouse in Vancouver, Washington. The risk of loss of and damage to the Products shall pass to Dealer immediately upon the Products being picked up by or on behalf of Dealer. Charges that may be incurred in connection with the delivery of the Products to Dealer are the sole responsibility of Dealer, including, without limitation, freight, taxes, insurance, and storage costs.

**8. Dealer Return Policy.** Dealer acknowledges Manufacturer's current return policy set forth in Exhibit B (the "Return Policy"). Manufacturer in its sole discretion may modify or discontinue the Return Policy, effective immediately upon written notice to Dealer, for any of the Products ordered by Dealer after such modification or discontinuation.

**9. Warranty.** Dealer acknowledges Manufacturer's warranty set forth in Exhibit C, as may be updated from time to time (the "Product Warranty"). Manufacturer in its sole discretion may modify, reduce, or discontinue the Product Warranty, effective immediately upon written notice to Dealer for any of the Products purchased by Dealer after such notice. Except as expressly provided in this Agreement, there are no representations or warranties, express or implied, relating to the Products, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. In performing its duties hereunder, Dealer agrees not to make any representation or give any warranty with respect to any of the Products other than referring inquires to Manufacturer or the Product Warranty at a web address provided by Manufacturer.

## **10. Intellectual Property**

10.1 Trademarks. Dealer shall, during the Term and subject to the conditions herein, have the right to use and display Manufacturer's Trademarks and copyrighted material supplied by Manufacturer in the Territory and for the Term solely in connection with the marketing, sale, and distribution of the Products and for no other purpose. Dealer will not alter, obscure, remove, or otherwise interfere with any markings (including without limitation any Trademarks and other indications of origin which may be placed on the Products). Dealer acknowledges that Manufacturer is the exclusive owner of the Trademarks and Dealer has no right, title or interest whatsoever in the Trademarks and that all goodwill associated with the Trademarks is owned by and shall enure exclusively to and for the sole benefit of Manufacturer. Dealer shall not infringe Manufacturer's rights in the Trademarks and shall not dispute, contest, attack or impair the validity, ownership, or title in the Trademarks. Dealer shall not use or permit any Affiliate to use any trademark, logo, or trade dress which could reasonably be considered confusingly similar to the Trademarks. All marketing, advertising, and sales by Dealer in any medium shall be conducted in a dignified manner that will reflect favorably upon the goodwill and reputation of Manufacturer. Upon termination of this Agreement for any reason whatsoever, Dealer shall discontinue use of Manufacturer's Trademarks and trade names, and Dealer shall return all copyrighted materials relating to the Products in Dealer's possession or control.

10.2 Confidentiality. During the Term and for three (3) years following termination of this Agreement, Dealer agrees not disclose the terms of this Agreement or Products pricing without Manufacturer's prior written consent, except to the extent Dealer can show the Confidential Information: (a) was known to the public at the time communicated from Manufacturer to Dealer; (b) became known to the public through no disclosure of Dealer; or (c) is compelled by order of a court or government authority having competent jurisdiction, provided that Manufacturer is notified prior to any such disclosure.

## **11. Termination.**

11.1 A Party may terminate this agreement with fifteen (15) days' notice to the other Party. This Agreement may also be terminated by either Party at any time in the event that (a) the other Party commits a material breach of any provision of this Agreement and fails to remedy such breach within fourteen (14) days after receipt of written notice specifying the breach from the non-breaching Party, (b) immediately by Manufacturer in accordance with Section 4 (violation of the MAP Policy), and (c) immediately by Manufacturer if Dealer manufactures any product line, or is acquired by or merges with any party engaged in a business that is, competitive with the business of Manufacturer or the Products.

11.2 In the event of termination of this Agreement, Manufacturer shall permit Dealer a reasonable period of time to sell any of its existing Products which it may have stocked, which in any event shall not be longer than sixty (60) days from the date of termination of this Agreement.

11.3 If Manufacturer continues to supply Products to Dealer after termination of this Agreement, such continuing supply will not be construed as a renewal of this Agreement or a waiver of any such termination.

11.4 This Agreement shall automatically terminate: (a) upon a decree or order of a court having competent jurisdiction is entered adjudging a Party bankrupt or approving as properly filed a petition seeking winding up of such Party, including, without limitation, the appointment of a receiver in respect thereto; and (b) if a Party admits in writing its inability to pay its debts as they become due, makes any assignment in bankruptcy or for the benefit of creditors, makes any proposal under bankruptcy law in the Territory or other applicable jurisdiction, seeks relief under any other bankruptcy, insolvency, or analogous, comparable or similar law in the Territory or other applicable jurisdiction, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodi-

an, sequestrator or other person with similar powers to itself or of all of any substantial portion of its property or assets, or files a petition or otherwise commences any proceeding seeking reorganization, arrangement, composition or readjustment under the applicable bankruptcy, insolvency, moratorium, reorganization or other similar law in the Territory or other applicable jurisdiction affecting creditors' rights or consents to or acquiesces in such filing.

**12. Notice.** All notices shall be made in writing sent to the addresses set forth below and shall be effective (a) when delivered or tendered in person; (b) if sent by certified mail (return receipt requested), postage pre-paid; or (c) if sent by a recognized overnight courier service (e.g., FedEx). Notwithstanding the foregoing, changes to Exhibit A (MAP Policy), Exhibit B (Return Policy), Exhibit C (Warranty), and Exhibit D (Drop Shipping Terms) shall also be effective when solely emailed to the below email address for Dealer.

If to Manufacturer:  
Address:

If to Dealer:  
Address:

Roadmaster, Inc.  
6110 NE 127th Street,  
Vancouver, WA 98682

With a copy to:  
Email: drobinson@roadmasterinc.com

With a copy to:  
Email:

**13. Compliance with Law.** Dealer represents and warrants the performance by Dealer of all its obligations hereunder, including sale of the Products, will be conducted in compliance with all applicable laws in the Territory.

**14. Limit of Liability and Indemnity for Recall Non-compliance.** A Party shall not be liable to the other for any special, indirect, consequential, or punitive damages. Notwithstanding anything to the contrary herein, if Manufacturer notifies Dealer that any of the Products need to be recalled or otherwise withdrawn from the market, and Dealer refuses or otherwise fails to do so in a timely fashion, Dealer hereby agrees to indemnify Manufacturer, its Affiliates, and their respective officers, directors, employees, agents and shareholders, from and against any and all liability, losses, damages or costs, including legal costs, incurred or suffered by Manufacturer as a result of any such failure or refusal.

**15. Choice of Law; Venue.** The Parties agree that the validity, operation and performance of this Agreement shall be governed by the laws of State of Washington, and the Parties do expressly and irrevocably attorn to the jurisdiction of the courts of State of Washington with respect to any matter or claim, suit, action or proceeding arising under or related to this Agreement. To the fullest extent permitted by applicable law, Dealer waives and agrees not to assert, as a defense or otherwise, (i) any claim that it is not subject to the jurisdiction (in personam or otherwise) of any such court, (ii) any objection that it may now or hereafter have to the laying of venue in any such court, or (iii) any claim that any action, suit or proceeding has been brought in an inconvenient forum.

**16. Force Majeure.** If, as a result of war, riot, revolution, fires, floods, labor disputes of third parties, sabotage, epidemics, weather, or other causes beyond the reasonable control of a Party, such Party is unable to perform or is materially delayed in the performance of any of its obligations hereunder, such failure or delay shall not be deemed a breach of this Agreement, but such obligations shall remain in full force and effect and shall be performed or satisfied pursuant to this Agreement, as soon as legally and practically possible. Any Party so prevented, hindered or delayed in its performance shall, as quickly as reasonably possible under the circumstances notify the Party to whom performance is due and describe the circumstances.

**17. Survival.** The following Sections of this Agreement (and all related defined terms) shall survive termination of this Agreement, in accordance with the specific terms thereof: 4, 10, 12, 14, 15, and 17.

**18. Miscellaneous.** It is the express intention of the Parties that the relationship of Manufacturer and Dealer shall be that of independent contractors and shall not be that of agents, partners, or joint venturers. Nothing in this Agreement is intended or shall be construed to permit or authorize either Party to incur, or represent that it has the power to incur, any obligation or liability on behalf of the other Party. This Agreement may not be assigned by either Party without written permission of the other. The failure by either Party to require performance by the other Party of any provision of this Agreement shall in no way affect its right to require performance at any time thereafter, and no term or provision of this Agreement is deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party to have so waived or consented. This Agreement may be executed in counterparts all of which shall collectively constitute a single agreement. Section headings are inserted for convenience of reference only, and shall not in any way define or affect the meaning, construction or scope of any of this Agreement or its provisions. In any conflict between the body of this Agreement (Section 1 through Section 18), the Warranty, or the Dealer Return Policy, the body of this Agreement shall control. In any conflict between this Agreement and the terms and conditions listed on any purchase order, order form, invoice, or any such similar document as may be used by or exchanged between the Parties, this Agreement shall control. If any provision of this Agreement shall be invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts.

**IN WITNESS WHEREOF, Manufacturer and Dealer have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.**

**MANUFACTURER**

**DEALER**

By \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_  
Name:  
Title:

# Exhibit A – Minimum Advertised Price (MAP Policy)

## MINIMUM ADVERTISED PRICE POLICY EFFECTIVE JUNE 1, 2019

### Introduction

Roadmaster understands that its distributors and dealers as its resellers commit significant resources to learning, stocking, and promoting our product lines. It takes consistency, care, and customer service to educate consumers how to safely install, operate, and maintain our products.

We therefore offer our products according to this Minimum Advertised Price Policy (“MAP Policy”) for the purpose of supporting our reseller network and ultimately our customers. We believe the MAP Policy encourages the profitability for the capital investment necessary to effectively learn and promote Roadmaster product lines. It also avoids devaluation of the Roadmaster brand and reputation on which our resellers rely to sell our products and build lasting customer relationships.

For these reasons, Roadmaster has adopted MAP Pricing, both in the United States and Internationally.

### Basic Policy

#### It is a violation of the MAP Policy to:

- (1) Advertise a MAP Product for a price lower than the MAP Price of that Map Product, as all such terms are defined below, or
- (2) sell to any party listed at [www.roadmasterinc.com/unauthorized](http://www.roadmasterinc.com/unauthorized) (“Unauthorized Reseller List”) as of the date such party is listed.

If Roadmaster determines that a violation has occurred, Roadmaster may take one or more of the actions in this policy.

“MAP Product” means all products listed on the Roadmaster price sheet available at [www.roadmasterinc.com/map](http://www.roadmasterinc.com/map), and “MAP Price” means the price listed next to each MAP Product.

“Advertise” or “Advertising”, as used in this MAP Policy, means all printed, e-commerce and electronic media such as newspapers, magazines, inserts, direct mail catalogs, mailers, coupons, flyers, public signage, radio, television, Internet, website, e-tailing, bulk e-mail or similar mass media. For the purpose of clarity, website features such as “click for price”, automated “bounce-back” pricing e-mails, pre-formatted email responses, forms, and automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the reseller and therefore are included in the definition of “Advertising”.

This policy does not affect the prices that dealers may charge customers in their stores. Similarly, “Advertising” does not apply to the pricing or advertising occurring within a physical store. Roadmaster recognizes that resellers should retain some flexibility in the marketing and sale of Roadmaster products, for example, in order to reflect local market conditions and retail practices.

### Violation Actions

For the first violation: Roadmaster generally provides the reseller with a warning. If the reseller is a member of Roadmaster’s authorized reseller program (ARP), Roadmaster will give notice through contact details previously provided to Roadmaster. If the reseller is not an ARP reseller, Roadmaster will use reasonable efforts to determine active contact information.

For the second violation, or if prompt action is not taken upon notification of the first violation: Roadmaster may withdraw any benefits and rights to offer, sell, display or promote the MAP Product(s) that are the subject of this violation for a period of a 30 day suspension. Roadmaster and/or its distributors will cancel all reseller orders for the MAP Product and/or other Roadmaster products and refuse to accept any new orders for a period of 30 days.

For the third violation: Roadmaster may withdraw any benefits and rights to offer, sell, display or promote the MAP Product(s) that are the subject of this violation for a period of a 3 month suspension. Roadmaster and/or its distributors will cancel all reseller orders for the MAP Product and/or other Roadmaster products and refuse to accept any new orders for a period of three months.

Repeated failure to abide by the MAP Policy will result in a unilateral and potentially indefinite suspension of benefits and rights to be a reseller of Roadmaster products.

# Exhibit A – Minimum Advertised Price (MAP Policy)

## Policy Details

This MAP Policy is violated by Advertisements that could be reasonably read to imply that a MAP Product is Advertised below its MAP Price. For example, a violation occurs where a MAP Product is Advertised at a MAP Price but the Advertisement is accompanied by or associated with statements such as “20% off of all products in our catalog,” “buy one, get one for half price” or “free with purchase”.

This MAP Policy does not apply to remanufactured, used or discontinued products, provided that such used, discontinued, or remanufactured products is identified as such in the Advertisement.

Dealers remain free to sell Roadmaster products at whatever prices they choose. Roadmaster will neither ask for nor will adopt any assurance of compliance or agreement from any reseller regarding this policy.

Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between the reseller and Roadmaster, including any Dealer Agreement or Distributor Agreement, nothing in such agreements shall constitute an agreement, covenant, promise, or other contractual obligation by the reseller to comply with this policy.

This policy is “non-negotiable”, that is, Roadmaster will not discuss any conditions or alterations to the policy with any reseller. In addition, Roadmaster will neither solicit nor accept any assurances of compliance with this Policy from any dealer or distributor. Roadmaster reserves the right to choose with whom it does business and to accept or reject any order at any time.

Roadmaster has adopted this policy unilaterally. Any and all decisions regarding compliance will be solely at Roadmaster’s discretion. The policy may not be construed as a contract or agreement with any dealer or distributor. Roadmaster reserves the right to change, modify or terminate this policy or the attached MAP schedule at any time without notice. This policy shall be enforced by Roadmaster and Roadmaster alone; Roadmaster will not solicit complaints about violations of this policy.

## **All questions about this MAP Policy should be submitted in writing and directed to:**

Roadmaster, Inc.  
Attn: MAP Policy Coordinator  
6110 NE 127th Ave.  
Vancouver, WA 98682

## **Important Notice Regarding Statements by Roadmaster Employees and Others**

Under no circumstances are Roadmaster employees, sales representatives, or any reseller of Roadmaster (distributor or dealer), authorized to discuss, modify, interpret or grant any exceptions to this policy with any reseller. Any action of an employee, sales representative, or distributor of Roadmaster products purporting to obtain the agreement of any person to any and all of the terms of this policy is unauthorized.

# Exhibit B – Return Policy

## **RETURN POLICY EFFECTIVE JUNE 1, 2019**

Roadmaster, Inc. ("Roadmaster") accepts product returns from its authorized dealers subject to the following terms and conditions:

- Returned products must be in new, undamaged condition. For a product with missing parts, Roadmaster may, at its sole option, either refuse return of the product or deduct the cost of the missing parts from the credit provided to the authorized Dealer's account.
- Return shipping of the products are the sole responsibility of Dealer, including, without limitation, freight, taxes, insurance, and storage costs. Dealer is solely responsible for risk of loss during return shipping.
- All returned products are subject to a 20% restocking fee calculated based on the full dealer pricing purchase price.
- Roadmaster will credit the authorized Dealer's account for the returned products, less the restocking fee.
- Roadmaster in its sole discretion may modify or discontinue its Return Policy for any of the products ordered by Dealer after such modification or discontinuation.



# Exhibit C – Product Warranty

## LIMITED LIFETIME WARRANTY EFFECTIVE JUNE 1, 2019

Roadmaster, Inc. (“Roadmaster”) products are covered by a Limited Lifetime Warranty, and certain Covered Products may also be covered by a limited Extended Warranty, as such capitalized terms are defined and subject to the limitations below. The Limited Lifetime Warranty and any applicable Extended Warranty are collectively referred to as the “Limited Warranty”.

The Limited Warranty only applies to the original retail purchaser who is a consumer of the product (the “Customer”) and is not transferable. In addition, the Limited Warranty only applies to products purchased from a dealer that was an Authorized Dealer at the time of purchase. An “Authorized Dealer” means (a) a registered dealer listed at [roadmasterinc.com/dealers](http://roadmasterinc.com/dealers), or (b) a dealer not listed on the unauthorized reseller list available at [roadmasterinc.com/unauthorized](http://roadmasterinc.com/unauthorized). If the Customer is unsure whether the dealer was an Authorized Dealer at the time of purchase, or has any other questions, the Customer should call Roadmaster at (800) 669-9690.

As a condition of servicing a product under the Limited Warranty, any claim must be made within 30 days of discovery of the claim by the Customer and must be returned according to the Roadmaster Return Policy, available at [roadmasterinc.com/returnpolicy](http://roadmasterinc.com/returnpolicy).

### 1. Limited Lifetime Warranty

Roadmaster warrants, for as long as the Customer owns the product, that at the time the product is purchased it is free from defects in materials or manufacturing and conforms to Roadmaster’s specifications for the product, provided that such product is installed and maintained in accordance with Roadmaster’s instructions and is not subjected to any Excluded Activity (the “Limited Lifetime Warranty”).

“Excluded Activity” means any of the following: (a) alteration or repairs by anyone other than Roadmaster, (b) misuse, abuse, or improper maintenance, (c) commercial use, (d) Acts of God (including without limitation hurricanes, tornadoes, floods, or other severe weather or natural phenomena), (e) failures due to products, services, or equipment supplied by anyone other than Roadmaster, and (f) any other treatments, uses, or installations for which the product was not intended.

### 2. Two-Year Conditional Extended Warranty

In addition to the Limited Lifetime Warranty, Roadmaster warrants, for each Covered Product purchased on or after the Product Effective Date set forth below and for which Roadmaster receives from the Customer an accurately completed registration card within sixty (60) days of the purchase date by the Customer, that for a period of two years from the date of purchase that such Covered Product will remain in good working order provided that it is installed and maintained in accordance with Roadmaster’s instructions and is not subjected to any Excluded Activity (the “Extended Warranty”).

The registration card may also be completed through an online registration card available at [roadmasterinc.com/warranty](http://roadmasterinc.com/warranty) within thirty (30) days of the purchase date by Customer.

If Roadmaster repairs or replaces the Covered Product, the Extended Warranty continues for the remaining portion the Extended Warranty Period or 60 days from the date Roadmaster ships the repaired or replaced product to Customer, whichever is greater.

### 3. Disclaimer of Other Warranties

THE LIMITED WARRANTY IS THE EXCLUSIVE AND SOLE EXPRESS WARRANTY GIVEN BY ROADMASTER, AND SUPERSEDES ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. NO AGENT, REPRESENTATIVE, DEALER, OR EMPLOYEE HAS THE AUTHORITY TO ALTER OR INCREASE THE OBLIGATIONS OR LIMITATIONS OF ANY WARRANTY OFFERED BY ROADMASTER.

ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THIRTY DAYS, OR THE END OF THE EXTENDED WARRANTY, WHICHEVER IS LONGER.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

### 4. Incidental and Consequential Damages Disclaimer.

IN NO EVENT SHALL ROADMASTER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM DEFECTS IN THE PRODUCT, NONDELIVERED OR DELAYED DELIVERY OF REPAIRED OR REPLACED PRODUCTS, OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT.

# Exhibit C – Product Warranty

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

## 1. Returning Products

For the Limited Warranty to apply, Customer must return the product according to the Roadmaster Return Policy (available at [roadmasterinc.com/returnpolicy](http://roadmasterinc.com/returnpolicy)).

The Roadmaster Return Policy will require the customer to obtain a return authorization number within thirty (30) days of discovering the claim. Upon issuing the return authorization number, Roadmaster will authorize the customer to ship the product to a return location Roadmaster designates, either directly to Roadmaster or to a service center authorized by Roadmaster. The returned product must include the return authorization number and a copy of the original invoice, bill, or other proof of the original date of purchase. For service under the Extended Warranty, the date of purchase must coincide with the originally filed registration card or electronic registration card. Customer is solely responsible for getting the product to such designated return location, including all risk of damage and loss and all costs of shipping, freight, taxes, or other incidental charges related to delivery. Please refer to the Roadmaster Return Policy for all details and requirements.

## 2. Exclusive Remedy Under the Limited Warranty.

After verifying coverage of the product under the Limited Warranty, Roadmaster will provide one of the following remedies at Roadmaster's sole option: (1) replacement components for any nonconforming or defective product, or (2) a refund of a percentage of the purchase price for the nonconforming product equal to the percentage of the time remaining on the Extended Warranty as of the date Roadmaster is notified of the nonconformity.

Roadmaster may, at its sole option, use new and/or reconditioned parts in servicing products under the Limited Warranty. Roadmaster may also use parts or products of original or improved design. All replaced products and all parts removed from repaired products become the property of Roadmaster. The Limited Warranty does not cover, and Roadmaster will not be liable for, the cost of labor for removal or reinstallation of components, disposal, shipping, freight, taxes, or other incidental charges.

The above remedies are the sole and exclusive remedies for any breach of warranty.

## 3. Applicable Law

The Limited Warranty will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Oregon, without reference to its choice of law rules. The U.N. Convention on Contracts for the International Sale of Goods will not apply to the Limited Warranty. The Limited Warranty gives you specific legal rights, and you may have other rights which vary from State to State.

## 4. Severability

If any provision of this Limited Warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect. Invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Limited Warranty.

## 5. Address for Notices to Roadmaster

Any notices should be directed to:

Roadmaster, Inc.  
6110 NE 127<sup>th</sup> Ave  
Vancouver, WA 98682

## 6. Covered Products

The following Products are Covered Products with a Product Effective Date of June 1, 2019: Tow Bars, Baseplates, Supplemental Braking Systems, Sway Bars, Steering Stabilizers, Safety Cables, Wiring Kits, Braking Accessories, Towing Accessories, Tow Dollies, Rock Shields, Cleaners & Sealants, Hitch Products, Hitch Accessories, Tire Carriers, Fifth Wheel Hitches, Shock Systems, and Slipper Spring Systems.

# Exhibit D – Drop Shipping Terms

## **DROP SHIPPING TERMS EFFECTIVE JUNE 1, 2019**

Roadmaster, Inc. (“Roadmaster”) accepts Dealer’s request for drop shipping subject to the following terms and conditions:

- Dealer shall pay a non-refundable handling charge of five (5) dollars per order drop-shipped, independent of the number of items in the order.
- Dealer is solely responsible for providing a valid address of the customer within the Territory.
- Any returned orders are subject to the Roadmaster Return Policy, and Dealer agrees to pay any additional shipping, handling, or other charges that result from a returned order, incorrect address, or otherwise undeliverable order.
- Dealer shall inform the customer that Roadmaster shall not be responsible for, nor accept returns for, any Products damaged during shipping if such damage is not documented by the carrier at the time of delivery.
- Manufacturer reserves the right to refuse to dropship any party, including a party that Manufacturer believes (ii) is a reseller, including but not limited to a distributor or dealer, (ii) will resell the Products, directly or indirectly, outside the Territory or resold on any Third-Party Online Sales Channel.