

DEALER AGREEMENT

NEW ACCOUNT APPLICATION



DEALER ACCOUNT APPLICATION PROCESS

Thank you for your interest in becoming a dealer for C4 Fabrication. In this packet, you will find everything to start the process of becoming a dealer/distributor for C4 Fab. Included in this packet is a copy of our current Terms & Conditions and our Warranty policy.

You will need to complete and return the below items to your sales representative for processing:

- 1. Signed Terms & Conditions Forms
- 2. Copy of Business License
- 3. Copy of Tax Exempt Resale Certificate(s)

If you have any questions, please do not hesitate to contact a C4 sales representative.



ORDERING:

All orders placed for merchandise will be pre-paid at the time of the order entry. All orders MUST be submitted through the dealer portal on our website. Purchase orders or any other ordering methods are not accepted.

ORDER ACKNOWLEDGEMENT:

All Product(s) orders are subject to the Program Terms, without the need for further confirmation of the same when the order is placed. Any additional or different terms or conditions proposed by a Distributor/ Dealer in a purchase order or any other form of authorization or acceptance are objected to and excluded, without need of further notice of objection by C4 Fabrication, regardless if C4 Fabrication places or ships Product(s) pursuant to Distributor/Dealer's order. Further, in the event that C4 Fabrication receives an order from a customer that has not signed this C4 Fabrication Dealer/Distributor Program document, then such customer will, nonetheless, be deemed to have assented to the Program Terms if C4 Fabrication places or ships any of the ordered Product(s) pursuant to the customer's order.

SHIPPING POLICIES:

(Applies to regular ground shipments and truck freight)

While we do our best to ensure your order is properly packaged before it leaves our facility, on occasion product may get damaged, be it a transport mishap, mishandled box, or a not so happy delivery driver. If this happens, please reach out to us as soon as possible. Then follow these steps:

DO NOT ACCEPT YOUR DELIVERY without taking note of any damage that might have occurred on the delivery form. Shipping companies will not fulfill an insurance claim without the damage being noted by the customer. We cannot be held responsible for any product or powder coat damage incurred during transit. C4 FAB LLC will facilitate a claim, on the customers behalf with the carrier, but it is subject to the conditions listed above being met.

IF the damage is so severe that it is obvious the product inside has been damaged, do not sign for the item and refuse your delivery. If you sign for the package the shipping company will view it as rightfully yours and that you have accepted it AS IS.

IF the damage is less severe and the goods are intact, you can make a note of the damage on the delivery slip (or electronically with the driver) before signing for the delivery. This will begin the claims process and we will help you file a claim with the shipping company, but it will be your responsibility to replace or repair the product. All awarded claim money will be sent to the customer as reimbursement for shipping damage unless a prior arrangement has been made.

IF the package doesn't require a signature and it has been delivered while you were not present, and you discover that the package has been delivered damaged, please take photos of the damaged package before opening it. Next contact C4 FAB LLC via phone or email right away to explain that the package has been delivered damaged.

C4 FAB LLC IS NOT LIABLE FOR PACKAGES THAT ARE MISPLACED OR STOLEN AFTER THEY HAVE BEEN DELIVERED. If you are worried about your shipment potentially getting stolen, please have the item delivered to a different address where someone will be available to receive it. After an order is shipped, you will receive tracking information so you will know when the item will arrive. C4 Fab will not refund or reimburse your order in any way if the package is misplaced or stolen once the tracking info shows delivered.

C4 FAB LLC does NOT ship to PO box addresses!

Shipments outside the U.S. or to Alaska or Hawaii will have a higher shipping rate and require a shipping quote before ordering. Please email info@c4fabrication.com with your full shipping address and a list of the products you would like to



order. We will get a shipping rate quote from our shipping company and respond letting you know how much the charges will be. Our website will not accept addresses going to AK or HI or outside the U.S. so you will need to contact us to get a shipping rate quote first and then we can explain to you how to proceed with your order.

FREIGHT SHIPMENTS:

Large items like full size front and rear bumpers and rock sliders ship to the freight hub nearest the customers residential address, unless a commercial address is provided in which case product can be sent directly to the commercial address. Please specify business name in the shipping address section of the order form so that we know it is a commercial address. C4 FAB LLC WILL NOT BE HELD RESPONSIBLE FOR ANY STORAGE FEES ASSOCIATED WITH FREIGHT SHIPMENTS IF THE CUSTOMER CANNOT PICK UP THEIR SHIPMENT FROM THE FREIGHT HUB WITHIN TWO DAYS OF DELIVERY. C4 DOES NOT APPROVE THE USE OF A LIFT GATE OR ANY OTHER ACCESSORIAL ITEMS AT THE TIME OF DELIVERY, C4 WILL NOT BE HELD RESPONSIBLE FOR SUCH COSTS. Customer must provide a forklift or other means of removing their shipment from the truck when it is delivered to a commercial address.

RETURNS:

Purchases made at C4 FAB LLC can be returned for any reason up to 30 days after receiving shipment. All returned products must be in like new, unmodified, resalable condition and include original packaging and all hardware. The cost of return shipping is the responsibility of the customer in addition to a 20% restocking fee. Any products that are determined to not be in new condition will incur an additional 5% fee. Products that have been customized or modified in any way are not eligible for returns.

After 30 days, all non-warranty related returns are at the sole discretion of C4 FAB LLC. IF your return is approved, a restocking fee of 20% will apply. The customer will be required to submit photos as proof of condition. If the product is found to not be in like new condition a restocking fee of up to 30% will be applied. Your product will be examined after we receive it at our facility to determine its condition before issuing your refund. The cost of return shipping is the responsibility of the customer in addition to the restocking fee.

Before making a return, please call us first at 605-415-5300, or email info@c4fabrication.com

CANCELLATION POLICY:

Most C4 products have a two week or longer production lead time. All orders with a two week or longer lead time may be cancelled within 14 days of when the order was placed and will incur a 5% cancellation fee. After 14 days, all cancelled orders will incur a 20% cancellation fee.

Once a product has left our facility it will fall under our terms established in our Return Policy.

LIMITED WARRANTY:

C4 FAB LLC will warranty all products produced and distributed by C4 FAB LLC for ONE YEAR after the shipping date of the product. This warranty will include any issues caused by manufacture defects including failing or broken welds and/or failing or broken hardware and mechanical parts that are shipped with the product. C4 FAB LLC DOES NOT WARRANTY POWDER COAT FINISH ON ANY PRODUCTS THAT ARE SHIPPED POWDER COATED OR CAN BE ORDERED WITH THE OPTION TO BE POWDER COATED. Products will only be warrantied if installed in accordance with C4 FAB LLC installation guidelines. Any modification to the original product design, functionality, or use, by said customer voids all warranty eligibility. It is the sole



discretion of C4 FAB LLC to determine warranty eligibility. Our One Year Warranty is effective for as long as the original retail purchaser owns the product. This warranty terminates when the original retail purchaser sells or otherwise transfers the product to any other person.

C4 FAB LLC reserves the right to remedy defects in workmanship or materials in one of three ways.

C4 FAB LLC will issue replacements components to the customer that deems defective or inconsistent with the quality of its brand.

C4 FAB LLC will elect to issue the customer a full or partial refund for the defects or damages of the product.

C4 FAB LLC will pay the cost of having a shop near the customer perform repairs on the product if it is deemed that this option is more affordable and will satisfy the customers warranty request.

This warranty does not cover defects caused by normal wear and tear, rust, scratches, accidents, or products used for racing/competition. This warranty does not cover damage to the finish of powder coated products. C4 FAB LLC is not responsible for defects that are not in control of C4 FAB LLC such as, trail damage, highway damage or car accidents, overloading, incorrect assembly, poor maintenance practices or damaging acts of god such as extreme weather e.g.: hail, flooding, lightning, extreme wind.

REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND (AS DETERMINED BY C4 FAB LLC) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. ANY AND ALL DAMAGE TO A PURCHASER'S VEHICLE, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED.

C4 Fabrication's warranty obligations for all "Product(s)" are limited to defects in materials and workmanship, as solely determined by C4 Fabrication after careful inspection. Returns must include proof of purchase complete with date of purchase from C4 Fabrication or an authorized C4 Fabrication dealer/distributor.

NOTE: C4 Fabrication, its employees, and affiliates make no warranty that the use of its products or parts guarantees personal safety or freedom from physical injury or operates as a life saving device. C4 Fabrication disclaims all liability for any special, direct, incidental or consequential damages, or any damages whatsoever, including, without limitation, the loss of life or limb, or damages due to bodily or personal injury.

LFABRICATION

One Time Industry Order (Non Tax Exempt)	Tier 1	Tier 2	Tier 3
10% discount	15% discount	20% discount	25% discount
Minimum Order	Minimum Buy-in	Minimum Buy-in	Minimum Buy-in
\$1,500	\$5,000	\$10,000	\$15,000
No minimum Annual	Minimum Annual Purchases	Minimum Annual Purchases	Minimum Annual Purchases
Requirement	\$25,000	\$50,000	\$75,000
\$1000 kick-back if exceed	\$1500 kick-back if exceed	\$2000 kick-back if exceed	\$4000 kick-back if exceed
minimum \$25,000 Tier 1 annual	minimum \$50,000 Tier 2	minimum \$75,000 Tier 3 annual	\$150,000 annual sales
sales requirement	annual sales requirement	sales requirement	requirement

- -TAX EXEMPTION WILL ONLY BE GRANTED TO TIER 1 DEALERS AND ABOVE
- -If you are a current dealer, we will assign you to a tier based on your prior year sales
- -Annual kick-backs are provided to dealers that exceed the gross sales requirements of a higher-level tier
- -Annual kick-backs will be provided to the customer via gift cards
- -Tier discounts will be reevaluated annually



C4 FABRICATION MAP POLICY

C4 Fabrication has adopted a Minimum Advertised Price Policy (MAP) for all C4 Fabrication branded products. This revised policy; dated November 1st, 2021 replaces any previous version. C4 Fabrication's MAP price is equivalent to the MSRP on C4 Fabrication product(s).

C4 Fabrication products have been established as a premium brand with a reputation for high quality and performance. C4 Fabrication has invested considerable resources in marketing and product development to build and maintain this reputation, establish a favorable marketing position and generate good will toward the C4 Fabrication brand.

C4 Fabrication supports and enforces our MAP Policy to prevent advertising that tends to depreciate or degrade the image and position of the C4 Fabrication brand, products and trademarks in the marketplace maintaining the quality C4 Fabrication brand reputation. By adopting a MAP policy, C4 Fabrication Dealer/distributors and Customers benefit from enhanced profitability, loyalty and product image.

No part of C4 Fabrication's MAP policy is designed to determine, control or influence the actual selling price of C4 Fabrication branded products. This MAP policy does not apply to the actual price at which products are sold in a retail location, over the telephone or in response to a customer inquiry. This MAP policy does not apply to signs or price tags located within a physical retail store and not visible from outside of a retail store. Authorized C4 Fabrication Dealers/ Distributors are free to set the actual retail price of each C4 Fabrication product.

For purposes of this MAP policy, "advertising" is defined as any form of media including, but not restricted to forms of social media, print, radio, television, billboards, brochures, posters, catalogs, letters, coupons, internet, E-commerce, direct mail, e-mail solicitations, e-mail newsletters, mass promotional mail, faxes, online auctions or any internet link to a website based shopping cart.

Any attempt to advertise C4 Fabrication products at prices other than set by this MAP policy directly or indirectly, including on the internet, will be considered an attempt to undermine the MAP policy and will therefore be considered a violation of the policy.

C4 Fab products must be advertised at full MSRP, as listed on our website, inclusive of free shipping. If C4 Fab runs a sales promotion, we will inform our dealers that they may lower their MAP for the duration of our sale to remain competitive. If we are running a promotion where you are allowed to lower your MAP, C4 Fab will inform you.

PRODUCT DESIGN:

We reserve the right, without notice, to change any material, specifications, part numbers or labeling without incurring any obligation to the buyer for past or future merchandise purchases.

INTELLECTUAL PROPERTY:

C4 Fabrication maintains ownership of all brands, trademarks, logos, images, registrations and all other intellectual, proprietary information for all C4 Fabrication products. Trademark infringement and counterfeiting will be dealt with to the fullest extent of the law.

FABRICATION



TERMS & CONDITIONS

TO INDUCE C4 FABRICATION TO EXTEND CREDIT TO CUSTOMER, CUSTOMER AGREES TO PAY ALL INVOICES WITHIN THE STANDARD TERMS OF THE SALES WHICH ARE "NET (15) DAYS" FROM THE DATE OF INVOICE. IF FOR ANY REASON ANY CUSTOMER CHECK IS RETURNED DUE TO NON-SUFFICIENT FUNDS, CUSTOMER WILL BE REQUIRED TO REPLACE THE ORIGINAL CHECK AMOUNT, ALONG WITH ANY ASSESSED BACK SERVICE CHARGES, WITH A CERTIFIED BANK CHECK UPON RECEIPT OF NOTIFICATION FROM C4 FABRICATION. CUSTOMER HEREBY GRANTS TO C4 FABRICATION APPROVAL TO CONTACT THE TRADE AND BANK REFERENCES PROVIDED HEREIN. IF IT IS NECESSARY FOR C4 FABRICATION TO PLACE CUSTOMER ACCOUNT IN THE HANDS OF A COLLECTION AGENCY OR AN ATTORNEY, CUSTOMER AGREES TO PAY THE COST OF COLLECTION PLUS THE COST OF ATTORNEY FEES, COURT COSTS, AND INTEREST AS PERMITTED BY THE LAWS GOVERNING THIS TRANSACTION. CUSTOMER UNDERSTANDS THAT C4 FABRICATION MAKES NO COMMITMENT TO EXTEND CREDIT IN ANY PARTICULAR AMOUNT, AND THAT ANY EXTENSION OF CREDIT BY C4 FABRICATION MAY BE WITHDRAWN OR DISCONTINUED AT ANY TIME, FURTHERMORE, C4 FABRICATION MAY REFUSE TO EXTEND CREDIT FOR ANY SPECIFIC SALES ORDER OR IMPOSE ADDITIONAL CONDITIONS TO ANY EXTENSION OF CREDIT, IN ALL CASES AT C4 FABRICATION'S SOLE DISCRETION. CUSTOMER HEREBY STATES THAT ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT.

CUSTOMER HAS READ AND UNDERSTOOD THE AFOREMENTIONED C4 FABRICATION TERMS AND CONDITIONS. CUSTOMER WILL ABIDE BY THE C4 FABRICATION TERMS AND CONDITIONS AS SET FORTH AND WILL BE NOTIFIED IN WRITING WHEN THE TERMS AND CONDITIONS OF BUSINESS CHANGE.

Printed Name of Authorized Signee	Title of Authorized Signee
Signature of Authorized Signee	 Date

FABRICATION

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egal Name of Customer Business		
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Company Address