



2440 N Coyote Dr. Suite 130, Tucson, AZ 85745 p: 520.201.4001
info@SteeleRacingProducts.com www.SteeleRacingProducts.com

DEALER APPLICATION

To apply for a dealer account with Steele Racing Products ("SRP"), you will need to e-mail a completed dealer application, a copy of your business license and pictures of your store front showing proof of a physical brick and mortar location to info@SteeleRacingProducts.com. SRP reserves the right to accept or decline an application at our own discretion.

All dealers are required to place an opening order at a specified size, normally stated as a buy-in, to open an account with SRP. The buy-in policy and dealer requirements create a healthy barrier to entry into the automotive aftermarket. It prevents sellers who are not invested in the future of the industry from gaining access. This effectively protects SRP's current partners, premium brand name, and allows focus on building a long-term, mutually beneficial working relationship.

DEALER REQUIREMENTS for Application:

1. Fully Completed Dealer Application: All fields must be filled out correctly and accurately
2. Sales Tax Exemption Certificate for Your State and Federal Tax Id: All applicants are required to furnish a state-issued Certificate and Federal Tax Id. No exceptions
3. Proof of a Professional Physical Location, Shop Facility and/or Proprietary Website
4. Comprehensive understanding of vehicles in target markets and ability to add value through installations, marketing, and performance.
5. Business concentrates its primary efforts in the automotive industry

The application review process may take a minimum 24 business hours.

Upon acceptance, you will be contacted by SRP to explain our processes and procedures, establish your account, and discuss opening orders and pricing.

RETAILER AGREEMENT

THIS RETAILER AGREEMENT (the "Agreement"), made and entered into this _____ day of 201____, by and between SRP with an address at 2440 N Coyote Dr. Suite 130, Tucson, AZ 85745, hereinafter called "Company", and _____ with an address at _____, hereinafter called "Retailer", collectively referred to as the "Parties", hereby agree as follows:

I. GRANT OF RIGHT

1.1 Company grants to Retailer, the non-exclusive right to purchase and resell at retail the Company's range of products (collectively referred to as "Products") at Retailer's stores ("Retail Centers") all operating under the same name.

1.2 Nothing in this Agreement grants Retailer an exclusive territory to market and resell the Products.

II. TERM

2.1 This Agreement shall begin on date of execution and shall remain in full force and effect unless ended by the Company.

III. TERMINATION

3.1 This Agreement can be terminated by the unilateral request of either party.

3.2 In the event that the Company seeks to terminate this Agreement, it will furnish written notice of termination to Retailer. In the event of termination or expiration of this Agreement, Retailer will be required to immediately return to Company any software, equipment, and merchandising material.

3.3 The Company may evaluate Retailer status annually and terminate agreement if no purchases have been made in the last rolling 12-month period. Termination will be notified in writing by the Company to the Retailer. In the event the Retailer would like to be reinstated, they must reapply.

IV. DESCRIPTION OF GOODS; SALE AND DELIVERY

4.1 Company shall sell, transfer, and deliver to Retailer the Products at the per unit cost set forth in paragraph 4.5 herein, and Retailer shall sell the product at the 'Suggested Retail Price' and never below the 'Minimum Advertised Price' ('MAP') as communicated by the Company, unless otherwise agreed in writing by the Parties.

4.2 Company shall have the right, at any time, to decrease or increase the Suggested Retail Price of Products.

4.3 Should the Company introduce a new model of Products that has a different Suggested Retail Price, Company shall strive to notify the Retailer of the new model's introduction but is not guaranteed. Subsequently, the Retailer's purchase price will be negotiated by the Company with the Retailer.

4.4 Company will provide the Retailer the Products packaged for retail in a sealed package.

4.5 Company will notify the Retailer of cost at which they will sell each product to Retailer on an at least monthly basis, which cost shall be subject to change at any time.

4.6 In the event that the Retailer qualifies for free shipping or shipping is at SRP expense, then SRP will determine the shipping method, whether freight, ground, etc.

4.7 Title to and risk of loss of products shall pass to the Retailer, FOB SRP. Thereafter, such risk of loss shall be on the Retailer, including any Products returned to the Company until their receipt by Company.

V. PERMISSION TO USE MARKS

5.1 Company hereby grants to Retailer the right to use Company's trademarks, trade names, logos and such identification ("Marks") only in connection with the resale of the Products provided Retailer complies with the terms of this Agreement. Retailer acknowledges that the Marks are a valuable and important property right and are essential to the goodwill and reputation of the Products. Retailer further acknowledges Company's interest in the Marks and Retailer shall not claim any right to or title or interest thereto. Therefore, any advertisements of SRP products must contain the Company's marks to identify that it is in fact the Company's product.

5.2 Retailer warrants that Retailer shall always obtain Company's prior written authorization to use and display, or permit the use and display of, the Marks at any retail outlet.

5.3 Retailer shall follow all rules, regulations, standards, and guidelines Company establishes from time to time relating to the use and display of the Marks in connection with the resale of the Products.

VI. QUALITY; RETAILERS RESPONSIBILITIES AND RESTRICTIONS

6.1 Retailer shall comply with the following obligations with respect to quality of Products, requirements relating to the marketing, storage, and resale of the Products and restrictions on Retailer.

6.2 Retailer shall not resell, nor may any operator of Retail Centers resell products at Retail Centers other than the Products purchased by Retailer from Company to be resold under the Marks pursuant to the terms of this Agreement.

6.3 The quality of the Products must be strictly maintained and not adulterated, commingled, or blended with any other products or substances in any manner.

6.4 All Products must be clearly identified, correctly labeled, and resold under their proper marks.

6.5 Retailer shall use its reasonable efforts to develop and actively promote the sales of Products. Company reserves the right to market and sell, and authorize others to market and sell, the Products in any manner Company chooses, including, without limitation, through its own Retail Centers or through designated wholesalers or other retailers.

6.6 Retailer shall not sell, deliver, or otherwise supply the Products to any Retail Outlet (for example, but not limited to Amazon, eBay, Walmart) that the Company has not authorized, in writing. Further, Retailer shall not supply the Products to any company or retailer who Retailer knows or has reason to know will resell the Products under trademarks or brand names other than those of Company.

6.7 Retailer is authorized to sell only in their store front and/or their own website, unless approved in writing by the Company (for example, but not limited to no eBay, Walmart or Amazon sales without written approval).

6.8 Retailer shall not sell on social media or undercut SRP's MAP and Suggested Retail Price. Such action will be subject to disciplinary action as follows:

1st offense: Warning

2nd offense: Account suspended for 5 days

3rd offense: Account suspended for 30 days - or indefinitely

6.9 Company does not allow the sell by Retailer of any of their products at less than the full Suggested Retail Price. Bundling or giveaways of other products or services that are packaged along with the Company product is not allowed unless approved by the Company in writing.

VII. COMPANY'S MARKETING RIGHTS

7.1 Company may, from time to time: (a) add, change, or modify the grade, Products brand name, delivery package, or other distinctive designation of any Product; (b) change or modify the formulations and specifications of any Product; and (c) upon 15 days' prior notice, discontinue at any time the sale of any Product in which event the Parties will be relieved of any further obligation with respect to that Product.

VIII. MODIFICATION OF DEALER CONTRACT

8.1 Modification of the Dealer Contract by the Company occurs on a regular and consistent basis. The latest version of the Dealer Contract is located and can be requested at any time. Whatever version of the Dealer Contract that is posted on the Company web-site is the current version and is in full force and effect.

IX. TAXES

9.1 Retailer shall pay all federal, state, and local taxes, excises, duties, license fees, inspection fees, and other assessments and charges of any kind and nature, now or hereafter levied, ("Taxes") assessed by any governmental authority, relating to the importation (if applicable), manufacture, sale, purchase, transportation, storage, resale, or use of the Products insofar as the same is not expressly included in the price for the Products. If Retailer pays directly any Tax normally remitted by Company, Company may require proof of payment of such charges from Retailer and may require Retailer to provide a bond or other form of security necessary to protect Company against loss arising from nonpayment. Retailer shall furnish Company with satisfactory tax exemption certificates where an exemption is claimed.

X. WARRANTY AND DISCLAIMER

10.1 Company warrants that all products sold to retailer will meet the then-current specifications of company. Company makes no other warranties of any kind as to the products sold to retailer, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

XI. COMPLIANCE WITH LAWS

11.1. Retailer shall, at its expense, obtain all permits and licenses which may be required under any applicable Federal, state or local law, ordinance, rule or regulation by virtue of any act performed in connection with the operation of each Retail Centers.

XII. EXCUSES FOR NON-PERFORMANCE

12.1 Both Parties will be excused from their obligations under this Agreement (except for financial obligations) to the extent that performance is delayed or prevented by the following matters: circumstances reasonably beyond the Parties' control including, but not limited to, flood, ice storm, snowstorm, or earthquake; fire or explosion; delay or loss of transportation or delivery equipment; mechanical breakdown; strikes or other labor trouble, plant shutdown, riots, or other civil disturbances; or voluntary or involuntary compliance with any Law or request of any governmental authority.

XIII. CONFIDENTIALITY

13.1 Each of the parties agree to maintain the confidentiality of any proprietary or confidential information of the other party that may be disclosed in connection with any transaction between the Retailer and the Company. Any information of the respective parties shall be deemed to be proprietary or confidential, unless expressly provided to the contrary. Upon the termination of the relationship between the parties for any reason, each party agrees to promptly return to the other any confidential information

of such other party in such first party's possession.

132 All information shared between SRP and Retailer will be considered confidential and proprietary. This includes any and all information regarding new product, purchases, sales, promotional activities, customers, terms, requirements, or data that may be shared in daily business activities.

XIV. INDEMNITY

14.1 To the extent permitted by law, Retailer shall indemnify and defend Company, its members, subsidiaries, affiliates and joint venture partners, and their respective directors, officers, employees, and agents ("Indemnified Parties") against all claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses, including, without limitation, attorneys' fees and litigation costs, whether incurred for an indemnified party's primary defense or for enforcement of its indemnification rights (collectively, "Claim"), including, without limitation, any claim for harm, injury, or death to any person, or damage to property or to the environment arising out of or in connection with any of the following matters:

A. Retailer's performance or nonperformance under this Agreement, including, without limitation, Retailer's possession, sale, transportation, storage, handling, and use of the products;

B. Any action or omission of Retailer or Retailer's employees, agents, contractors, assigns, or third Parties; and

C. Any event or occurrence at or involving the operation of any Retailer's outlet.

14.2 Retailer's obligation to indemnify and defend extends to any claim caused by the concurrent or contributory negligence or fault of an indemnified party but not to any claim shown by final non-appeasable judgment to have been caused by the indemnified party's sole negligence or any defect in the products not caused or contributed to by any negligence or fault of Retailer.

XV. GENERAL

15.1 Neither this Agreement nor any right under or interest in this Agreement may be assigned by Retailer without the express written consent of Company.

15.2 Notwithstanding anything in this Agreement to the contrary, Company shall have the right to amend, modify, or change this Agreement in case of legislation, government regulation, or change in circumstance beyond the control of Company that might affect materially the relationship between Company and Retailer.

15.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and venue for any claims or disputes arising out of this Agreement shall be in Arizona.

15.4 This Agreement and attached proposal contain the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties.

15.5 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement will not constitute a waiver of that right or excuse any other failure to perform any such term or condition by the other party. The provisions of this Agreement are severable and to the extent that any provision hereof is determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

15.6 All notices required by these conditions to be written may be served by letter or email. Notices to such Party shall be served at their address shown previously in this Agreement or such other address as such Party may have notified in writing to the others. The notice shall be deemed to have been received:

- A. In the case of delivery by hand, when delivered; or
- B. In the case of pre-paid post, on the second day following the day of posting; or
- C. In the case of facsimile, on acknowledgement by the recipient facsimile receiving equipment, provided that the facsimile is confirmed by post.
- D. In the case of an email, when sent to the authorized email address of the recipient.

15.7 This Agreement can be executed in multiple counterparts, each of which shall be deemed enforceable without production of the others.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Company: Steele Racing Products
Title: Dealer Sales Administrator
Revision: 10-05-19

Retailer _____

By: _____

Title: _____

Dealer Application **Date:** / /

Billing Information: (Address that the card you provide is billed to)

Owner Name: _____ Phone: _____

Company Name: _____ Fax: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Primary Contact Name: _____ Phone: _____

Email: _____ (Person that will be placing orders)

If Tax Exempt, Please Note We MUST Have A Physical Copy of Your Tax Exemption Form

Sales Tax#: _____ Federal ID #: _____

Your Website: _____ Email: _____ (for invoices)

Shipping Information: Same as Billing Different (please fill out below)

Company Name: _____ Attention: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

What type of market do you cater to?

Off-Road/Leisure Off-Road/Professional Custom Builder Dunes Trails

Other: _____

Preferred Payment Method:

Credit Card

Wire Transfer

Dealer Type:

Store Front

E-Commerce

Store Front +
E-Commerce



2440 N Coyote Dr. Suite 130, Tucson, AZ 85745 p: 520.201.4001
info@SteeleRacingProducts.com www.SteeleRacingProducts.com

Minimum Advertised Price Policy

SRP has unilaterally adopted this Minimum Advertised Price Policy (“MAP Policy”) on selected products, which shall apply to all distributors and retailers (collectively “Resellers”) who resell SRP products to end users located in the U.S. and globally. SRP is adopting this MAP Policy to preserve its strong reputation for providing customers with high value products and strong after-sales support. SRP greatly values the efforts of all Resellers to distribute SRP products.

The MAP Policy shall work under the following guidelines:

1. The MAP Policy shall apply to all SRP products sold by Retailers and may be adjusted by SRP at its sole discretion.
2. The MAP Policy applies to all advertisements of any SRP products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, email newsletters, email solicitations, television, radio, and public signage. The MAP Policy applies to any written correspondence regarding pricing, however does not restrict Retailer from verbal negotiation on product pricing. In that regard, this MAP Policy does not apply to the actual sales price on any “check-out page” of any Reseller’s website or related internet site (typically the page at which the end user finally purchases the products). This MAP Policy does apply to any other page(s) on the Reseller’s website.
3. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
4. Bundling with other products or gift cards, whether SRP brand or other brand, is strictly prohibited, unless approved in writing.
5. The MAP Policy applies only to advertised prices and does not apply to the price at which the products are sold or verbally offered for sale to an individual consumer within the Resellers retail location or over the telephone. SRP Resellers remain free to sell the selected MAP products at any prices they elect.
6. The MAP Policy does not establish maximum advertised prices. All Resellers may offer SRP products at any price in excess of the MAP established for such products. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
7. The MAP Policy does not in any way limit the ability of any dealer to advertise that “they have the lowest prices” or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.

8. From time to time, SRP may activate promotions for products covered by the MAP Policy because the products are being discontinued or because they are just being released. In such events, SRP reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Resellers of such a change. SRP further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon seven days advance written notice to Resellers, provided that such changes shall apply equally to all Resellers.
9. In cases of violation of the MAP Policy, Resellers will be allowed twenty-four (24) hours to bring advertising into compliance or the Reseller will be subject to the following disciplinary action. SRP will not provide prior notice or issue warning before taking action under this policy.
 - a. 1st offense: Warning
 - b. 2nd offense: Account suspended for 5 days
 - c. 3rd offense: Account suspended for 30 days - or termination
10. This MAP Policy is solely SRP decision and responsibility. No employee or sales representative of SRP has any authority to discuss or modify this policy and any action of any person, which claims to modify this policy or to solicit or obtain the agreement of any person to the policy, is unauthorized and invalid. Any questions about this policy should be in writing and directed to SRP's management team, which will then respond only in writing. No oral communications about this policy are authorized. This MAP Policy and any MAP Product Listing is subject to modification or discontinuance by SRP, in its sole and absolute discretion, at any time. Any action taken by SRP under this policy shall be without liability to SRP.
11. This form shall be signed and returned to SRP and, in doing so, will bind the Reseller to abide by the MAP Policy and Reseller requirements spelled out in this document.

Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing below.

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Authorized Representative: _____

Title: _____ Date: _____