



AUTHORIZED DEALER APPLICATION

General Policy Notes:

PRL Motorsports Resellers are authorized to purchase the PRL Motorsports product line from a PRL Motorsports Authorized Dealer. PRL Motorsports reserves the unilateral right to terminate a PRL Motorsports Reseller, which does not adhere to these policies. PRL Motorsports reserves the right to modify these policies from time to time. All PRL Motorsports dealer policy documents and any updates are published on our Dealer Application page on www.PRLMotorsports.com

1. Right to Use -

- a. PRL Motorsports hereby grants to Dealer, the limited, revocable, non-transferable, and non-exclusive right during the term of this Agreement, to market, distribute and sell PRL Motorsports Product(s). The automotive components as set forth on www.prlmotorsports.com, the user guides, reference manuals, and other materials created by PRL Motorsports for distribution and use in tandem with such components.
- b. PRL Motorsports reserves the right to discontinue developing, producing, licensing, or distributing any of the Products and to modify, replace, or add to the Products in its discretion at any time.
- c. Without the prior written consent of PRL Motorsports, Dealer shall refrain from and take all steps to prevent copying, reverse engineering, disassembling, decompiling, modifying the Products, or granting any other person or entity access or the right to do so.

2. Packaging & Labeling of Products -

- a. Dealer shall distribute all packaging, warranties, disclaimers, and end-user agreements intact as shipped by PRL Motorsports and shall require all customers to adhere to the terms of any end user agreements applicable to the Products.
- b. This Agreement applies to PRL Motorsports Products. Unless otherwise agreed by PRL Motorsports in a separate agreement, Dealer shall use PRL Motorsports's trademark only for purposes of advertisement, promotion, and sale of the corresponding Products and for no other purposes. Dealer shall use such trademark in accordance with the guidelines established by PRL Motorsports from time to time. The use of any PRL Motorsports's trademarks, service marks, logos, or slogans in any manner likely to confuse, mislead, or deceive the public, or to be adverse to the best interests of PRL Motorsports is not permitted. The registration and use of internet domain names with such marks or names to redirect internet traffic to the dealer is prohibited.

3. Prices -

- a. The unit prices for the Products to be paid to PRL Motorsports by Dealer shall be as published on the PRL Motorsports website or as set forth in PRL Motorsports's Dealer Price List as issued by PRL Motorsports. PRL Motorsports has the right to change the unit price at any time for any Products. Dealer is free to determine its own resale prices for the Products, but is expected to abide by the MAP policy.

4. Procedures -

- a. No order shall be binding on PRL Motorsports unless accepted. Acceptance shall occur only through PRL Motorsports's written confirmation or shipment. Shipment may be partial, but shall nonetheless indicate full acceptance subject to prompt completion of shipment.
- b. Terms and Conditions. Any terms or conditions appearing on the face or reverse side of any order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the parties, even if signed and returned, unless both parties hereto expressly agree in a separate writing to be bound by such different or additional terms or conditions.

5. Re-sale of Kits -

a. Some PRL Motorsports products/kits/components are provided to dealers as part of a PRL Motorsports System and are not for resale under any circumstances.

6. Delivery & Returns -

a. Risk of loss or damage for the Products shall be considered to pass to Dealer upon release of the Products by PRL Motorsports for delivery to carriers or shippers transporting the Products to Dealer's point of destination. Products shall be deemed accepted by Dealer upon delivery to such carrier and you waive all right of revocation. In the event of any damage to Products in shipment, the Dealer will be responsible for resolving any resulting claims with the carrier. Dealer shall be responsible for freight, insurance, and storage charges incurred in transit. A 15% restocking fee will be assessed on all returns.

7. Limited Warranty & Disclaimer -

a. The sole and exclusive remedy of Dealer, as well as its successors and assigns, for any defect or nonconformity in the Products shall be to obtain replacement of the defective units that are returned to PRL Motorsports's point of shipment, freight prepaid. PRL Motorsports agrees to honor reasonable replacement requests received from Dealer or its customers pursuant to the terms of this Agreement pertaining to the defective units. Dealer shall instruct all end-users to submit all replacement requests to Dealer for forwarding to PRL Motorsports. Dealer shall request return authorization from PRL Motorsports prior to release of the defective units.

EXCEPT AS OTHERWISE PROVIDED IN THIS ARTICLE, PRL MOTORSPORTS DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND STATEMENTS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HONDATA BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF THE USE OR OPERATION OF THE PRODUCTS, DELAYS IN DELIVERY OR REPAIR, LOSS OF USE OF THE PRODUCTS, OR DAMAGE TO ANY DOCUMENTS OR OTHER PROPERTY OF DEALER OR ITS CUSTOMERS.

8. Sale of Dealership -

a. Should a dealership change legal owners the discount structure is subject to re-evaluation and a new dealer agreement will need to be submitted for the vendor status to remain in place.

9. Termination -

- a. Either party may, at its discretion, terminate this Agreement at any time by notifying the other party of its decision to such effect at 1 week prior to the proposed termination date.
- b. In addition, and without limiting any other rights available under the law, PRL Motorsports may, at its option, terminate this Agreement and/or suspend delivery of the Products (regardless of whether already ordered):
- c. In the event that the Dealer is delinquent on any amount in excess of \$ 1,500 for longer than 60 days following demand for payment.
- d. In the event that Dealer materially defaults on its obligations hereunder and fails to cure its default within 30 days after having been given notice of such default.
- e. In the event that Dealer makes no purchases for 12 months.
- f. In the event that Dealer violates MAP policy.
- g. Effective immediately and without any requirement of notice, in the event that; (a) Dealer files a petition of bankruptcy; files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors; or makes an assignment for the benefit of creditors; (b) a receiver, trustee or similar officer is appointed for the business or property of Dealer; (c) any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against such party and not stayed, enjoined, or discharged within 60 days; or the Dealer adopts a resolution for, or undertakes to effect a, discontinuance of its business or dissolution.
- h. In the event that PRL Motorsports discontinues all production of the Product(s).
- i. Unless otherwise expressly provided in this Agreement, any termination hereunder shall not be deemed a cancellation of any orders submitted before the effective date of such termination. Notwithstanding any termination of this Agreement, all sections of this doctrine shall survive and remain in effect in accordance with their terms. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

Agreement:

All PRL Motorsports Policies shall become effective on the date indicated below and shall continue in full force and effect until its termination by either party in accordance with the terms of this Agreement. By signing this agreement, the Dealer has acknowledged they have read and understand everything within the PRL Authorized Dealer Agreement.

Dealer Signature: _____

Dealer Name (Printed): _____

Dealer Title: _____

Date: _____ / _____ / _____



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