



Cali Raised Moto Dealer Agreement - 2023

Our commitment to our dealers and customers is to build the highest quality and most advanced lighting systems available to the market. We commit to stand behind all of our products with a Limited Lifetime Warranty.

1. Requirements of Dealers:

- 1.1. Must have an authentic retail store related to motorcycles, automobiles, ATV's etc., that use products that our company manufactures or provides products for.
- 1.2. Must have an up-to-date business license for the state in which business resides.
- 1.3. Must have a retail storefront in a commercial zone with proper signage and regular business hours.
- 1.4. Must supply pictures of the inside and outside of your business.
- 1.5. Promote Cali Raised Moto products by providing excellent service to our shared customer.
- 1.6. Adhere to our MAP pricing policy. If the MAP policy is not followed, any orders will be placed on hold until the violation has been removed this could result in your account being suspended.
- 1.7. Encourage and educate the customer on the proper installation and use of Cali Raised Moto products to ensure product performance, customer satisfaction and safety for the end user.
- 1.8. Educate our mutual customer on Cali Raised Moto warranty policies.
- 1.9. Keep your account in good standing, maintain minimum sale guidelines for participation in discount level programs.
- 1.10. All orders will be placed online via your Dealer Portal to ensure accuracy and the order is being placed in a timely manner.

2. Qualifications:

- 2.1. To qualify as an Authorized Cali Raised Moto dealer, you must complete the Web Application and Dealer Agreement for each authorized location including any internet sales website(s) in which you intend to sell our product from.
- 2.2. You must provide copies of your business license/registration, pictures of your store front and retail showroom for each authorized location as requested. Also, you will be required to provide a copy of your Resale certificate for each state that product will be shipped into (Drop ships).
- 2.3. You must meet criteria set forth by Cali Raised Moto regarding adequate building and retail space to properly display the product line and have sufficient inventory to service the needs of the customers.
- 2.4. Cali Raised Moto reserves the right to review all approved dealers from time to time, and may add, limit and/or revoke dealer authorization at their discretion.
- 2.5. Authorized Cali Raised Moto dealers are **not** authorized to sell Cali Raised Moto products to anyone or any company including the company under this agreement and/or any affiliates, employees or other persons associated that have the intent to copy, pattern, fabricate, reverse engineer or reproduce the product in any way shape or form. Nor may they resell Cali Raised Moto products unless the third party is an authorized Cali Raised Moto Dealer with a direct agreement with Cali Raised Moto.

3. Minimum Advertising Policy:

- 3.1. For Cali Raised Moto to effectively compete in our chosen markets, properly position Cali Raised Moto products in the marketplace, and preserve Cali Raised Moto's reputation for providing high value products and premium support, Cali Raised Moto must exercise control over the distribution of our products.
- 3.2. Therefore, all sales of Cali Raised Moto products will be subject to the distribution and advertising policy.
- 3.3. Each reseller is free to independently establish pricing above Cali Raised Moto's suggested retail prices and develop and execute its own advertising campaigns respectively. However, Cali Raised Moto will

Authorized Agent Initial: _____



without assuming any liability, cancel all orders and will refuse new orders from any reseller immediately following Cali Raised Moto verification that such reseller has intentionally advertised any Cali Raised Moto product as a net retail sales price less than the minimum suggested retail price established and announced by Cali Raised Moto from time to time also referred to as the MSRP.

- 3.4. Cali Raised Moto reserves the right to review each infringement on an individual basis and govern reinstatements subjectively.
- 3.5. The following will also be considered a violation of this Policy:
 - 3.5.1. Any advertising that invites a prospective purchaser to contact the reseller in any way or recommending the purchaser to add products to a virtual cart or bin, to learn the price of any Cali Raised Moto product (suggesting that products are being offered less than MSRP); and
 - 3.5.2. Any advertising that bundles a Cali Raised Moto product with any other product, coupon, or other item at an advertised price that results in the effective advertised price for the Cali Raised Moto product being less than the MSRP.
 - 3.5.3. If any discount listed is advertised as any version of "sitewide" then Cali Raised Moto products must be **IDENTIFIED AND EXPLICITLY EXCLUDED** from the sale.
 - 3.5.4. Tampering with, removing, altering any Cali Raised Moto branded warranty inserts, instructions, decals or other promotional materials intended to reach the end user.
- 3.6. The MSRP for all products will be posted and distributed by Cali Raised Moto annually and updated as seen fit by Cali Raised Moto.
- 3.7. Cali Raised Moto neither solicits, nor will it accept, any assurance of compliance with this policy. All questions regarding the interpretation of this policy must be directed to your account manager.
- 3.8. You may not list any Cali Raised Moto product on any of the following sites: Ebay, Facebook Marketplace, Amazon, Craigslist, or any Online Marketplace other than your Cali Raised Moto approved website(s).

4. E-Commerce/Online Marketplace/Internet

- 4.1. Dealers intending to sell Cali Raised Moto product via E-Commerce, Online Marketplace or other Internet Channels must receive Cali Raised Moto approval for limited use of Cali Raised Moto intellectual property within these electronic channels. This includes domain names, graphics, logos, other products being sold on the site, and shipping or return policies.

5. Terms

- 5.1. Payment terms are not currently offered as of fiscal year 2023.
- 5.2. All payments are due at the time of order invoice via credit card or wire transfer.

6. Shipments

- 6.1. The dealer is responsible for all freight charges via Cali Raised Moto ship methods. The dealer will choose from the ship methods currently offered by Cali Raised Moto.

7. Drop Shipments

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- 7.1. The dealer will be responsible for the submission of the customer's shipping information required by Cali Raised Moto in order to execute shipment of product directly to the customer including a legal shipping address including the name of the recipient including any legal or professional title as appropriate and where it makes sense to designate the care of forwarder along with the street address including apartment number and any directional information such as NW, SE, NE, SW etc. and the town or city followed by the state and zip code. Customer information for Cali Raised Moto drop shipments MUST always include a working contact phone number and email for the customer in order for us to process shipping with our standard carriers. Any order that is not deliverable and incurs storage fees or re-routing fee's will be paid by the dealer.
- 7.2. The dealer agrees to a charge for drop ship orders of \$10.00 per shipment and will agree to continue to provide the shared customer with all aspects of sales and service for the products purchased to include providing order information, receipt, tracking information and order updates, offering opportunities for exchange or refund at the dealer location if preferred by the customer if potentially dissatisfied. Any other service-related discussions should be discussed with your sales representative.

8. Warranties/Returns/Exchanges

- 8.1. Cali Raised Moto will warranty all Cali Raised Moto manufactured parts for a Limited LIFETIME of use. This Limited Lifetime 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. Each manufactured product **must be** installed following Cali Raised Moto's recommended fitment and installation procedures. Any customization or modification to the original product design, functionality, or use, either by said customer or by any other party voids all warranty eligibility. Proper documentation of faulty product is required in order to be considered for Warranties/Returns/Exchanges and is up to the sole discretion of Cali Raised Moto if it qualifies.
- 8.2. Cali Raised Moto also sells 3rd party products that complement our product line. When those products are purchased through the Cali Raised Moto website or store location, we will honor ALL ORIGINAL MANUFACTURERS WARRANTIES.
- 8.3. Subject to the limitations and exclusions described in this warranty, Cali Raised Moto will remedy defects in materials or workmanship by repairing or replacing, at its option, a defective product without charge for parts or labor. In addition, Cali Raised Moto may elect, at its option, not to repair or replace a defective product but rather issue to a purchaser a refund equal to the purchase price paid for the product or a credit to be used toward the purchase of a new Cali Raised Moto product.
- 8.4. No warranty is given on Cali Raised Moto manufactured product for defects caused by normal wear and tear, cosmetic rust, scratches, accidents, unlawful vehicle operation, products used for racing or competition, or that have been modified or repaired in any way.
- 8.5. The Cali Raised Moto Warranty does not include the powder coated finish.
- 8.6. No warranty is given for defects resulting from conditions beyond Cali Raised Moto's control including, but not limited to, misuse, neglect, overloading, improperly maintained or failure to assemble, mount or use the product in accordance with Cali Raised Moto's written instructions or guidelines included with the product or implied use made available to the purchaser.

DISCLAIMER OF LIABILITY

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND OR CREDIT (AS DETERMINED BY CALI RAISED MOTO) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS

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WARRANTY. DAMAGE TO A PURCHASER'S VEHICLE, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CALI RAISED MOTO'S SOLE LIABILITY TO ANY PURCHASER IS LIMITED TO THE REMEDY SET FORTH ABOVE. IN NO EVENT WILL CALI RAISED MOTO BE LIABLE FOR ANY LOST PROFITS, LOST SALES, OR FOR ANY CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR ANY OTHER DAMAGES OF ANY KIND OR NATURE.

9. WARRANTY CLAIMS

9.1. For Warranty Claims, Please Submit your claim through email to info@caliraisedmoto.com. The Dealer will manage customer correspondence with Warranties that have been submitted.

- Your name
- Your email address
- Order Number
- Reason for warranty claim
- Product code and name of Item returning for repair or replacement.

9.2. Once we enter your warranty claim in the system, you'll receive an RMA# (Return Merchandise Authorization number).

9.3. If your Warranty requires a Return, please print your RMA clearly on the shipping label and the package. Once you receive your RMA#, please send the package to the address below.

9.4. **NOTE:** When choosing a shipper to return warranted products, keep in mind that Cali Raised Moto cannot be held liable or responsible for items lost in transit. Please use a carrier that can provide tracking and insurance.

CALI RAISED MOTO
RMA: _____
8581 ROLAND ST UNIT H
BUENA PARK, CA 90621

9.5. ***Please note that in the case of a warranty, return, or an exchange the purchaser is responsible for full cost of mailing the product back to Cali Raised Moto.**

9.6. All returns/exchanges must be pre-arranged and shipped with an RMA # and the proper documentation required by Cali Raised Moto and are subject of an assessment of up to 20% of the original orders value for restocking fees which will be determined for each return at our discretion. The email to initiate a return is, info@caliraisedmoto.com

***** WARNING: Neither the seller nor the manufacturer will be liable for any loss, damage, or injury directly or indirectly arising from the use of or inability to determine the use of our products. Before using, the user shall determine the suitability of the product(s) for its intended use(s), and the user shall assume all responsibility and risk in connection therewith. *****

10. Acknowledgement

10.1. By signing, the retail representative acknowledges and agrees to all stipulations specified above. Furthermore, the retailer understands that by not adhering to these regulations the retailer's dealer status

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may be revoked without notice by Cali Raised Moto and the retailer will no longer be authorized to purchase Cali Raised Moto products for resale. This agreement is not a guarantee to do business and Cali Raised Moto reserves the right to discontinue business at any time, and for any reason without notice.

Initial: _____

10.2. I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.

Initial: _____

10.3. I understand that as an Authorized Cali Raised Moto dealer, I am **not** authorized to sell Cali Raised Moto products to anyone or any company including the company under this agreement and/or any affiliates, employees or other persons associated that have the intent to copy, pattern, fabricate, reverse engineer or reproduce the product in any way shape or form.

Initial: _____

Company Name: _____

Authorized Agent Name: _____

Authorized Agent Position: _____

Signature: _____

Date: _____

Authorized Agent Initial: _____