

WHOLESALE SUPPLY AGREEMENT

Revised March 1, 2024

By clicking “Place Order” and using this Website or its mobile applications (collectively referred to as the “Website”), you acknowledge and agree to abide by these Terms of Sale. Additionally, you consent to our Notice of Privacy Policies, which outlines how the information you provide on this Website is utilized, and this document is incorporated into these terms and conditions by reference. It is essential that you carefully review the Terms of Sale, terms and conditions, and Notice of Privacy Policies as your use of the Website signifies your acceptance of these terms and your commitment to comply with them.

TOGETHER, THESE TERMS OF SALE, TERMS AND CONDITIONS, AND THE NOTICE OF PRIVACY POLICIES FORM YOUR SERVICE AGREEMENT (“AGREEMENT”) WITH US. THIS AGREEMENT PRESCRIBES THE LEGALLY BINDING TERMS GOVERNING YOUR UTILIZATION OF OUR WEBSITE, ANY MEMBERSHIP YOU MAY ESTABLISH ON THE SITE, AND YOUR ACQUISITION OR USAGE OF ANY PRODUCTS OR SERVICES OFFERED ON THE SITE. BY ACCESSING AND/OR USING THE WEBSITE, YOU AFFIRM AND DECLARE THAT YOU POSSESS THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT AND TO ADHERE TO ALL ITS STIPULATIONS. YOU MAY NOT ACCESS OR UTILIZE THIS WEBSITE OR ACCEPT THIS AGREEMENT UNLESS YOU ARE AT LEAST 18 YEARS OLD. IF YOU DISSENT TO ANY PROVISIONS OF THESE AGREEMENTS, PLEASE REFRAIN FROM ACCESSING AND/OR UTILIZING THE WEBSITE, REGISTERING FOR MEMBERSHIP, OR ACQUIRING PRODUCTS OR SERVICES THROUGH THE WEBSITE.

RECITALS

WHEREAS, Supplier is engaged in the business of manufacturing and/or distributing Commercial Wheels and Wheel End Accessories (the “Products”);

WHEREAS, Distributor desires to purchase the Products from Supplier for resale; and

WHEREAS, Supplier desires to sell the Products to Distributor for resale under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Appointment as Distributor

Supplier hereby appoints Distributor as its non-exclusive distributor for the Products within the territory of the United States of America and its Territories, and Distributor accepts such appointment.

2. Purchase Orders and Delivery

2.1 Distributor shall submit purchase orders to Supplier for the Products in writing. Supplier shall use its best efforts to fulfill such purchase orders promptly and in accordance with the agreed-upon delivery schedule.

2.2 All Products shall be delivered to Distributor's designated delivery location, unless otherwise agreed upon by the parties.

2.3 Upon delivery, Distributor shall be responsible for inspecting the Products for any damage or defects. Distributor shall not sign and accept the delivery until the Products have been inspected and found to be in satisfactory condition.

2.4 Any auxiliary charges incurred for delivery, such as "lift gate fee," "residential fee," or "demurrage," will be the responsibility of the Distributor and payable within 30 days of the invoice.

3. Pricing and Payment

3.1 The prices for the Products shall be as set forth in the price list provided by Supplier to Distributor, as may be amended from time to time by Supplier.

3.2 Distributor shall pay Supplier for the Products immediately via credit card, unless otherwise agreed upon in writing by the parties.

4. Minimum Advertised Prices (MAP)

4.1 Distributor agrees to adhere to the Minimum Advertised Prices (MAP) set forth by Supplier for the Products. Distributor shall not advertise or promote the Products below the specified MAP. The MAP can be found as the "MSRP" on the website.

4.2 Supplier reserves the right to modify the MAP at its discretion, it is the Distributors sole responsibility to adhere to any MAP changes.

5. Intended Use and Warranty

5.1 Distributor agrees that the Products shall be used only for their intended purpose as described in the product documentation provided by Supplier. Any misuse or unauthorized use of the Products shall not be tolerated and shall void any warranty provided by Supplier.

5.2 Supplier warrants that the Products shall conform to the specifications set forth in the applicable product documentation provided by Supplier. However, Supplier shall not be liable for any damages, defects, or malfunctions caused by the misuse or unauthorized use of the Products by Distributor or its customers.

6. Fitment Responsibility

6.1 Distributor acknowledges and agrees that the fitment of the Products to specific vehicles or applications is the sole responsibility of the Distributor. Supplier shall not be responsible for any issues arising from improper fitment of the Products.

7. Customer Service

7.1 Distributor agrees to provide customer service and support to its end-users/customers regarding the Products purchased from Supplier.

7.2 Supplier shall provide customer service and support to Distributor regarding the Products and shall not be responsible for providing direct customer service to end-users/customers of Distributor.

8. Intellectual Property

8.1 Supplier retains all right, title, and interest in and to any intellectual property rights associated with the Products.

8.2 Distributor shall not, without Supplier's prior written consent, use Supplier's trademarks, trade names, or other intellectual property rights in connection with the resale of the Products.

9. Term and Termination

9.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by either party upon 30 days' prior written notice to the other party.

9.2 Either party may terminate this Agreement immediately upon written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, if such breach remains uncured for a period of 30 days following written notice thereof.

10. Miscellaneous

10.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

10.2 This Agreement may not be amended or modified except by a written instrument signed by both parties hereto.

10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule.