

Factory UTV LLC
9237 Beaty Drive, Sacramento, CA 95826
P: (916) 383-2730 E: info@factoryutv.net



Factory UTV LLC - Dealer Application and Agreement

Company Name: _____

Legal Name: _____
(if different from above)

Street Address: _____

City: _____ State: _____ Zip: _____

Website: _____

State Resale # _____ Federal Tax ID: _____

Type of Business: ☐ Sole Proprietor ☐ FALSE Partnership
☐ Corporation ☐ FALSE Other _____

FALSE I will resell the item(s) purchased from Factory UTV, LLC, which I am purchasing under this resale agreement, in the form of tangible personal property in the regular course of my business operations, and will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this agreement in any manner other than as just described, I will owe use tax based on each item's purchase prices or as otherwise provided by law.

Please select one: ☐ I have an e-commerce store and will be selling Factory UTV Products
☐ I do not sell products via e-commerce (I am a build shop / brick & mortar store)

Please select one: ☐ I will be using the drop-ship model of ordering Factory UTV products
☐ I would like to order Factory UTV products in bulk

FALSE I understand in order to receive full dealer benefits I will be required to maintain a minimum of 10 Factory UTV Product listings on my website. Should I fail to do so I can be moved to another dealer tier at any time.

Purchasing Contact: _____

Phone: _____ Email: _____

Billing Contact: _____

Phone: _____ Email: _____

Billing Address: _____
(if different from above)

City: _____ State: _____ Zip: _____

FALSE I certify that the above information is correct to the best of my knowledge. I understand by signing this application I am certifying I have read and agreed to the policies included in the attached pages.

Signature of applicant: _____ Date: _____

Factory UTV, LLC Dealer Agreement

1. Dealer Obligations

- 1.1. Qualification: Dealer shall own and operate a legally registered business engaged in the sale of aftermarket parts and accessories for Utility Terrain Vehicles "UTVs" (also known as side-by-side vehicles).
- 1.2. Advertising: Dealer will list, at minimum, ten (10) Factory UTV products on their website at all times in order to receive full dealer benefits ("Gold Tier"). Dealer will advertise Factory UTV as a vendor/preferred brand in order to qualify for partial dealer benefits ("Silver Tier"). Information for products may be found in the provided CSV files or taken directly from the product pages on www.factoryutv.net. Dealer will advertise Factory UTV discounts and promotions as detailed in Promotion Announcements to qualify for discounted pricing during promotions.
- 1.3. Product Orders: Dealer may place orders via phone or email.
Phone: 916.383.2730
Email: info@factoryutv.net
- 1.4. Customer Services: Dealer shall be responsible for post-sale customer services and shall not pass such services on to Factory UTV.
- 1.5. Minimum Advertised Pricing: Factory UTV, LLC recognizes that our success is tied to the success of our authorized dealers. We acknowledge that many of our dealers invest significant time and resources to deliver an excellent customer experience and we want to protect their ability to do so by discouraging price-based advertising that would be detrimental to their efforts. As a result, Factory UTV has established this **Minimum Advertised Price ("MAP") Policy**.
 - 1.5.1. General Guidelines: The Minimum Advertised Price for any Factory UTV product shall not be less than the current Manufacturer's Suggested Retail Price (MSRP) as published on the Factory UTV Dealer Price Sheet and in accordance with the price listed on the product page on the Factory UTV website (www.Factoryutv.net). Factory UTV establishes MAP pricing which Factory UTV may adjust at its sole discretion. The MAP is based on the net advertised price (i.e. net of all discounts, rebates, etc.) for all Factory UTV products.
 - 1.5.2. Price Sheet: Factory UTV Dealer Price sheet is made available to dealers only by Factory UTV and is not to be shared with any other entity for any other use. Approved use of the "Factory UTV Dealer Price sheet" includes the following: dealer orders, estimates, references in product information, dealer website changes, and POS system updates. Dealers are not to disclose dealer prices or rates with customers and/or other trade partners. Factory UTV makes a great effort to update dealers with the newest versions of the price sheet but is not liable for any discrepancy and/or outdated copies. If you notice a change in price between your dealer price sheet and the prices listed on our website (www.Factoryutv.net) please contact us to verify your current version.
 - 1.5.3. Advertising Guidelines: The MAP Policy applies to all advertisements of Factory UTV Products in any and all media, including but not limited to: flyers, posters,

coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media, apps, or any other electronic media. Website features such as "click for price", automated "bounce-back" pricing emails, pre-formatted email responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy. Any attempt to reduce the net advertised price below the applicable MAP for that product will be considered a violation of the MAP policy.

- 1.5.4. Policy Violations: Factory UTV shall determine any noncompliance with this MAP policy, in its sole discretion. In the event Dealer chooses not to comply with the MAP policy, Factory UTV has the unilateral right to take any action it deems appropriate.
- 1.5.5. Exceptions: Factory UTV's MAP policy does not apply to the following:
 - Electronic mail sent in direct response to a customer inquiry.
 - Website "checkout" pages on which a customer makes their final purchase.
 - Phone conversations resulting from a customer inquiry.

2. Factory UTV's Obligation

- 2.1. Delivery and Pickup: Products shall be shipped to Dealer's designated depot or warehouse or other specified location, or be picked up at the warehouse of Factory UTV.
- 2.2. New Products: Factory UTV shall endeavor to notify Dealer of any new Product that may be distributed by Dealer.
- 2.3. Shipping and Returns
 - 2.3.1. Processing Time: Many products are built to order and will ship within a week.
 - 2.3.2. Restocking Fee: Once your order is placed it may be subject to a restocking fee even if it has not shipped yet.
 - 2.3.3. Cancellation Policy: If you contact us prior to your order being processed, we can cancel the order without any fees or charges. Once an order has been processed it may be subject to a restocking fee even if it has not shipped yet.
 - 2.3.4. Shipment errors or defects: Items sent by Factory UTV in error or as defective will be exchanged. If an item needs to be returned, please contact Factory UTV to get an RA# (Return Authorization Number) within seven (7) days of receipt. The RA# must be written clearly on the outside of the box and a copy of the invoice placed inside. Returns will not be processed without an RA#. All items (even defective items) must be in new condition and in their original packaging in 100% resalable condition, or we may refuse to issue credit. We will email a prepaid label for our shipment errors or defective items. We require additional information to process a defective return, including pictures, shipping information, etc. A replacement item will not be sent until the original item has been returned.
 - 2.3.5. All other returns: For discrepancies not related to defective items or Factory UTV shipment errors, Dealer must contact Factory UTV within seven (7) days of

receipt to get an RA# (Return Authorization Number). Customers have 14 days from receipt to return items prior to use. The RA# must be written clearly on the outside of the box and a copy of the invoice and letter of explanation placed inside. Returns will not be processed without a RA#. There is a restocking fee of up to 20% for the authorized return of new products. All returned items must be in new condition and in their original packaging in 100% resalable condition, or we may refuse to issue credit. The customer is responsible for all return shipping charges unless we shipped an incorrect or defective item, which is covered under shipment errors or defects. In some cases, we can offer a prepaid label at a discounted rate. The cost of the prepaid return label would be deducted from the return amount. Shipping fees are not refundable. We may require additional information to process a return, including pictures, shipping information, etc.

3. Dealer Pricing and Payment

- 3.1. Dealers ordering on a drop-shipping basis will receive a percentage off Factory UTV products ("discounted price"). Discounted Price is available for Gold Tier and Silver Tier Dealers. Pricing details will be provided upon approval of the Dealer Application. Dealers ordering in bulk will receive a Wholesale Price. Factory UTV may modify prices with a minimum of fifteen (15) days advance notice to Dealer.
- 3.2. Payment Terms: Unless Factory UTV has, in its discretion, determined to extend credits to Dealer, payment for each Purchase by Dealer will be due at the time of order.

4. Marketing Support

- 4.1. Marketing Materials: Factory UTV will provide Dealer with a reasonable supply of marketing materials with the announcement of any sale or discount.
- 4.2. Trademarks: The Products may bear certain trade names, trademarks, trade devices, logos, codes, or other symbols of Factory UTV, LLC (the "**Trademarks**"). Factory UTV, LLC grants to Dealer the non-exclusive, royalty-free right to use the trademarks for the purpose of carrying out the activities described in this Agreement, provided that Dealer will not be entitled to conduct business sure to the benefit of Factory UTV and will not vest in Dealer any rights in or to the Trademarks.