

7.18.2018

CURT MANUFACTURING, LLC AUTHORIZED RETAILER POLICY

This CURT Manufacturing, LLC Authorized Retailer Policy ("Retailer Policy") is issued by CURT Manufacturing, LLC ("CURT") and applies to Authorized Retailers of the CURT family of brands, which includes, but may not be limited to ARIES, LUVERNE, RETRAC, and UWS brand products, the full list of which may change from time to time at the sole discretion of CURT and may be found at <http://www.curtgroup.com/> ("Products") in the United States of America. By purchasing Products from CURT for retail sale, you ("Retailer," "you," or "your") agree to adhere to the following terms. Please read this Retailer Policy carefully. Until such status is otherwise revoked by CURT, in CURT's sole and absolute discretion, Retailer shall be considered an "Authorized Retailer" hereunder. This Retailer Policy is effective as of August 1, 2018.

1. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Otherwise, the Products may not be eligible for certain services and benefits, including, wherever permitted by law, coverage under CURT's Product warranties.

(a) **Authorized Customers.** Retailer shall sell Products solely to End Users of the Products. An "End User" is any purchaser of the Product(s) who is the ultimate consumer of the Product and who does not intend to resell the Product to a third party. Retailer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. Retailer shall not sell or transfer any of the Products to any person or entity for resale without the prior written consent of CURT. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other retailers, or any other person or entity Retailer knows or has reason to know intends to resell the Products.

(b) **Geographic Location of Sales.** Retailer shall not sell, ship or invoice Products to customers outside of the United States of America or Canada without the prior written consent of CURT.

(c) **Online Sales.**

(i) Retailer is permitted to market for sale or sell the Products on the Internet through Permissible Websites. A "Permissible Website" is a website that (i) is operated by Retailer in Retailer's legal name; (ii) conspicuously states Retailer's full legal name, mailing address, telephone number, and email address; (iii) does not give the appearance that it is operated by CURT or any third party; and (iv) does not include in its domain name (including any top-level domain or subdomain) any CURT trademark or product name nor a misspelling of any CURT trademark or product name. CURT reserves the right to terminate, at any time and in its sole discretion, its approval for Retailer to market and sell Products on the Permissible Websites, and Retailer must cease all such marketing and sales on the Permissible Websites immediately upon notice of such termination. Retailer shall not market or offer for sale the Products on or through any publicly accessible website other than a Permissible Website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, without the prior written consent of CURT. No CURT employee or agent can authorize such online sales through oral statements. The terms of this Retailer Policy supersede any prior agreement between CURT and Retailer regarding the sale of the Products online.

(ii) With respect to sales of Products through the Permissible Websites, Retailer shall be responsible for all fulfillment to its customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products. Retailer agrees not to use any third-party fulfillment service to store inventory or fulfill orders for the Products unless separately authorized by CURT in writing. Further, Retailer agrees not to represent or advertise any product as "new" that has been returned or repackaged.

(iii) By selling Products through a Permissible Website, Retailer represents and warrants that the Permissible Websites are and will remain in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards, including, but not limited to, the World Wide Web Consortium Web Content Accessibility Guidelines 2.0 (at the AA level, or, in the absence of a AA level standard, at the A level) and the Payment Card Industry Data Security Standard ("PCI DSS"). Retailer further represents and warrants that it maintains detailed privacy policies and is, and will remain, in compliance with its privacy policies and the requirements of any contract to which Retailer is a party. Further, Retailer represents and warrants that it has implemented and maintains written information security guidelines, which will include physical, administrative and technological controls designed to prevent the unauthorized access to, disclosure, destruction, or loss of personally identifying information.

(iv) In marketing the Products on the Permissible Websites, Retailer shall only use images of Products either supplied by or authorized by CURT and shall keep all Product descriptions up to date. Retailer's use of the CURT IP (as hereinafter defined) on the Permissible Websites shall be in conformance with any guidelines that may be provided by CURT and must be commercially reasonable as to the size, placement, and other manners of use.

(d) **Sales Practices and Inventory.** Retailer shall conduct its business in a reasonable and ethical manner at all times, whether engaged in the sale of CURT Products or other products, and shall not engage in any deceptive, misleading or unethical practices or advertising at any time, nor make any warranties or representations concerning the Products except as expressed or authorized by CURT. Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Further, Retailer shall carry an inventory of the Products adequate to meet the needs of, and to furnish prompt and efficient delivery of Products to, its customers.

(e) **Product Packaging and Display.** Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, or other identifying information on Products or their packaging is prohibited. Retailer may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not advertise, market, display, or demonstrate non-CURT products together with the Products in a manner that would create the impression that the non-CURT products are made by, endorsed by, or associated with CURT.

(f) **Customer Service.** Retailer and Retailer's sales personnel shall be familiar with the special features of all Products marketed for sale, including the differences between Products and competing similar products and information on standard protocols and features of such Products. Retailer and Retailer's sales personnel must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as the specifications and features of the Products, the differences between the Products and competing products, and any applicable warranty. Retailer must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Retailer and Retailer's agents must represent the Products in a professional manner and refrain from any conduct that is or could be

detrimental to the reputation of CURT. Retailer agrees to cooperate fully with CURT in any investigation or evaluation of such matters.

2. **Product Care and Quality Controls.** Retailer shall care for the Products as set forth herein.

(a) ***Product Storage and Handling.*** Retailer shall exercise due care in storing and handling the Products and shall fully comply with any and all instructions provided by CURT regarding any aspect of the Products, including, but not limited to, storage, handling, and shipping.

(b) ***Product Inspection.*** Promptly upon receipt of the Products, Retailer shall inspect the Products for damage, defect, or other nonconformance (collectively, "Defects"). If any Defect is identified, Retailer must not offer the Product for sale, and must promptly report the Defect to CURT at techsupport@curtgroup.com.

(c) ***Recalls and Consumer Safety.*** To ensure the safety and well-being of the End Users of the Products, Retailer shall cooperate with CURT with respect to any Product recall or other consumer safety information dissemination effort. Should Retailer learn of any incident that could reflect or indicate a safety concern associated with any Product, Retailer shall promptly report the incident or other information learned to CURT at techsupport@curtgroup.com.

3. **Intellectual Property.** Retailer acknowledges and agrees that CURT owns all proprietary rights in and to the CURT brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "CURT IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the CURT IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease immediately upon termination of Retailer's status as an Authorized Retailer. CURT reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the CURT IP at any time, without limitation. All goodwill arising from Retailer's use of the CURT IP shall inure solely to the benefit of CURT.

4. **Termination.** In addition to all other available remedies, if Retailer violates this Retailer Policy, CURT reserves the right, in its sole and absolute discretion, to terminate Retailer's status as an Authorized Retailer through written or electronic notice to Retailer of such termination. Upon termination of Retailer's status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer of CURT Products or has any affiliation whatsoever with CURT; and (iii) using all CURT IP.

5. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach of Sections 1 (Manner of Sale), 2 (Product Care and Quality Controls), 3 (Intellectual Property), or 4 (Termination) of this Retailer Policy, it is agreed and understood that CURT will have no adequate remedy in money or other damages at law. Accordingly, CURT shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Retailer Policy of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Retailer Policy. No failure, refusal, neglect, delay, waiver, forbearance, or omission by CURT to exercise any right(s) herein or to insist upon full compliance by Retailer with Retailer's obligations herein shall constitute a waiver of any provision herein or otherwise limit CURT's right to fully enforce any or all provisions and parts thereof.

6. **Audit.** CURT reserves the right to audit and/or monitor Retailer's activities for compliance with this Retailer Policy, including, but not limited to, inspection of Retailer's facilities and records concerning the Products.

7. **Miscellaneous.** CURT reserves the right to update, amend, or modify this Retailer Policy upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the CURT IP, or use of any other information or materials provided by CURT to Retailer under this Retailer Policy following notice of the amendments will be deemed Retailer's acceptance of the amendments. If any provision of this Retailer Policy is held contrary to law, the remaining provisions shall remain valid. This Retailer Policy and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Retailer Policy, Retailer expressly submits to personal jurisdiction and venue in the federal or state courts in Eau Claire, Wisconsin.

8. **MAP Policy.** CURT has a unilateral CURT Manufacturing, LLC United States Minimum Advertised Price Policy ("MAP Policy") that applies to all authorized retailers of CURT Products located in the United States of America. This Section is intended to inform you of the MAP Policy. It does not constitute consideration for any agreement between you and CURT, and does not separately constitute an agreement between you and CURT regarding the price you will charge your customers for the Products. CURT does not seek, nor will it accept, from Retailer any assurance of compliance with the MAP Policy.