

7.18.2018

CURT MANUFACTURING, LLC AUTHORIZED RESELLER POLICY

This CURT Manufacturing, LLC Authorized Reseller Policy ("Reseller Policy") is issued by CURT Manufacturing, LLC ("CURT") and applies to Authorized Resellers 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 an Authorized CURT Distributor for retail sale, you ("Reseller," "you," or "your") agree to adhere to the following Reseller Policy. Please read this Reseller Policy carefully. Until such status is otherwise revoked by CURT in CURT's sole and absolute discretion, Reseller shall be considered an "Authorized Reseller" hereunder. This Reseller Policy is effective as of August 1, 2018.

1. **Manner of Sale.** Reseller 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.** Reseller 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. Reseller shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use. Reseller 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 resellers, or any other person or entity Reseller knows or has reason to know intends to resell the Products.

(b) **Geographic Location of Sales.** Reseller 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.** Reseller shall not market or offer for sale the Products on or through any publicly accessible 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 online sales through oral statements. The terms of this Reseller Policy supersede any prior agreement between CURT and Reseller regarding the sale of the Products online. Any authorization previously granted to Reseller by CURT to sell the Products online is hereby revoked.

(d) **Sales Practices and Inventory.** Reseller 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. Reseller shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products. Further, Reseller 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.** Reseller 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. Reseller shall not

remove, translate, or modify the contents of any label or literature on or accompanying the Products. Reseller 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.** Reseller and Reseller'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. Reseller and Reseller'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. Reseller 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. Reseller and Reseller'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. Reseller agrees to cooperate fully with CURT in any investigation or evaluation of such matters.

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

(a) **Product Storage and Handling.** Reseller 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, Reseller shall inspect the Products for damage, defect, or other nonconformance (collectively, "Defects"). If any Defect is identified, Reseller must not offer the Product for sale, and must promptly report the Defect to CURT at techsupport@curtgroup.com.

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

3. **Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE WARRANTY SECTION OF THE DOCUMENTS ACCOMPANYING THE PRODUCTS OR IN PRODUCT LITERATURE FURNISHED BY CURT CONTAINING PRODUCT WARRANTIES, AS IN EFFECT FROM TIME TO TIME (THE "STATEMENT OF WARRANTY"), CURT MAKES NO REPRESENTATION OR WARRANTY TO RESELLER OF ANY NATURE OR KIND REGARDING THE PRODUCTS. CURT DISCLAIMS ALL OTHER WARRANTIES TO RESELLER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE. CURT'S SOLE OBLIGATION AND LIABILITY TO RESELLER IN RESPECT OF ITS WARRANTY AS SET FORTH IN THE STATEMENT OF WARRANTY SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT PRODUCT AT ITS COST. CURT SHALL NOT BE LIABLE TO RESELLER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF SALES, OR LOSS OF PROFITS.

4. **Intellectual Property.** Reseller 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 (collectively, the “CURT IP”). Reseller 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 Reseller’s status as an Authorized Reseller. CURT reserves the right to review and approve, in its sole discretion, Reseller’s use or intended use of the CURT IP at any time, without limitation. All goodwill arising from Reseller’s use of the CURT IP shall inure solely to the benefit of CURT.

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

6. **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), 4 (Intellectual Property), or 5 (Termination) of this Reseller 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 Reseller 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 Reseller 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 Reseller with Reseller’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.

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

8. **Miscellaneous.** CURT reserves the right to update, amend, or modify this Reseller Policy at any time. Unless otherwise provided, such amendments will take effect immediately and Reseller’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 Reseller will be deemed Reseller’s acceptance of the amendments. If any provision of this Reseller Policy is held contrary to law, the remaining provisions shall remain valid. This Reseller 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 Reseller Policy, Reseller expressly submits to personal jurisdiction and venue in the federal or state courts in Eau Claire, Wisconsin.

9. **MAP Policy.** CURT has a unilateral CURT Manufacturing, LLC United States Minimum Advertised Price Policy (“MAP Policy”) that applies to all authorized resellers 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 Reseller any assurance of compliance with the MAP Policy.