

Apex Chassis Reseller & MAP Agreement

This agreement is entered into as of _____ 2022 between Apex Chassis, LLC an Arizona Limited Liability Company (“Apex”) and _____ of _____ (address), a (state) (LLC, Corp, Proprietorship) (“Reseller” or “Resellers”), together, the Parties.

Apex desires to sell certain items to Reseller, and Reseller desires to purchase and resell these items through an ‘online’ or Internet-based store front, retail store or other method. As a condition of sale, and in order to use the terms “Authorized Apex Chassis Reseller”, Apex requires Reseller to comply with certain conditions which are as follows:

Section A – Apex Chassis brand and trademark use

APEX and all our brands, trademarks and service marks (collectively, “IP”) are and shall remain the exclusive property of Apex Chassis, LLC. Apex hereby grants a limited use, restricted license to use IP for the following purposes

- 1) Promotion of the Apex IP on various websites and in retail locations
- 2) Use of IP as described:
 - a) Brand name and logo on a part description page(s) or retail merchandising
 - b) Use of specific terminology regarding warranty
 - c) Use of the term “Authorized Apex Chassis Reseller”
- 3) ALL USES OF APEX CHASSIS NAME, LOGOS AND GRAPHICS REQUIRE AUTHORIZATION PRIOR TO PUBLICATION. Our logos and graphics will be provided in a ready-to-use format and may not be modified or altered in any way.

Section B – Minimum Advertised Price (“MAP”). MAP is simply the lowest price that any Apex parts can be advertised in any forum. As an Authorized Reseller, you are free to sell at a lower or higher price however we have found that without some management of advertised prices, it becomes a ‘race to the bottom’ with Resellers undercutting each other a dollar at a time until nobody can make a profit.

- a) As a condition of this agreement, Reseller expressly and irrevocably agrees to abide by the Minimum Advertised Price List as provided periodically.
- b) MAP is defined as the minimum advertised price listed on Reseller’s website or other promotional materials of any kind, electronic or printed. The MAP is listed in US dollars, regardless the country where Reseller is based.
- c) Reseller may sell at any price Reseller desires to sell at the point-of-sale (such as a customer’s shopping cart), provided no subsequent Reseller advertising promotes, lists or otherwise identifies a selling price less than MAP to anyone other than the purchaser of the item.
- d) Combinations which include Apex parts must have an advertised price greater than or equal to the sum of the Apex parts individual MAP prices.
- e) MAP applies to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination

pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

- f) Free shipping and/or handling does not violate the MAP.
- g) Failure to comply with MAP will result in the termination of the Authorized Reseller & MAP Agreement.

Section C – Allowable Terminology attributed to Apex

- a) All Reseller descriptions of Apex Chassis products must conform to the supplied product descriptions. Any deviation from these descriptions must be approved in advance in writing (email or letter).

Section D – Mandatory Terminology including Apex Limited Lifetime Warranty

- a) Warranty. Apex products are covered by a Limited Lifetime Warranty.
 - a. Apex's warranty details are listed on our website at www.apexchassis.com/warranty and this link must be prominently displayed in the part description.
 - b. Resellers are the front line of the warranty program. Reseller is free to address the customer concerns and/or direct the customer to the Apex warranty information on our website. Apex's warranty obligation is limited to the details listed in (a) above. All warranty returns require submission of a fully completed Warranty Claim Form available on our website. Certain restrictions apply, and are fully detailed at: www.apexchassis.com/warranty
- b) General advice to customers. The relationship between you as a Reseller and your customer is yours, and we respect that. We require that any specific questions regarding fitment of a particular part, or suitability for an application (such as off-highway vehicles) be handled within the description of the product itself. Apex does NOT promote and strongly suggests you refrain from making statements about Apex products not supported by fact or our promotional materials. Resellers are solely responsible for any statements not expressly provided by Apex staff or our promotional materials.

Section E – Use of negative statements about other resellers. Apex has introduced MAP pricing to maintain fairness in the marketplaces where our products are sold. It is expressly forbidden to 'bad mouth' another reseller or retailer to gain market advantage.

Section F – Payment Terms between Parties to Agreement. Unless otherwise agreed to in writing, all customers (Resellers) are on a cash pay basis (cash, check, credit card, electronic transfer) unless they have an approved Credit Terms Agreement in place. If Reseller desires credit terms, APEX approval is conditioned on a Business Credit Report. Granting of such credit is at the sole discretion of Apex. By signing this agreement, Reseller consents to Apex conducting a business credit check. Sole Proprietors must complete a consumer credit check authorization.

Section G – Drop Ship from Apex. Apex will, at the Reseller's request, drop ship orders to Reseller's customers with the following conditions:

- A) All drop ship sales must be paid at the time the order is placed
- B) Postage or shipping MUST be pre-paid by the Reseller – Reseller is encouraged to send pre-paid postage label to Apex at the time of order. Failing to provide the shipping label will

- result in delays. It is the Reseller's obligation to verify the accuracy of the shipping label, Apex will have no obligation for mistakes on shipping labels.
- C) Minimum drop ship service is \$50 (to Apex) or a \$5 handling charge will be added to the price to the Reseller.
 - D) Drop ship orders will be sent ASAP, however Apex cannot be held liable for delays beyond our control. Apex maintains regular business hours 8am to 4:30pm weekdays, and the following service standards for regular business days are as follows:
 - a. Order and shipping label received BEFORE 12PM Arizona time – same day delivery to carrier (USPS, FedEx, UPS).
 - b. Order and shipping label received AFTER 12PM Arizona time – next business day delivery to carrier (USPS, FedEx, UPS).

Section H – Termination. Apex may terminate at any time for violation with simple notice. Violations of any Apex policy will be noted to the Reseller via email or telephone. Termination means Apex will no longer sell Apex products to Reseller, and Reseller will no longer have any rights to use Apex IP (brand, logo, trademarks or service marks), and Reseller agrees to remove any and all references to Apex from their websites and marketing efforts within 5 business days from the date of notice.

Section I – Apex Brand Visibility. It is expressly prohibited for any Reseller to remove, cover up or otherwise remove the APEX branding on any APEX part. Resellers are welcome to co-brand by adding their own Reseller brand to Apex parts, such as stickers – but may not cover, obscure or remove any APEX logo.

Section J – Manufactured By Apex. Resellers are expressly forbidden from representing that any person or company other than Apex Chassis has manufactured any APEX branded part they sell or install.

Section K – Counterfeit or 'knock off' goods. By entering into this Agreement, Reseller acknowledges that they will have access to Apex's confidential, proprietary, and trade secret information. This includes, but is not limited to, Apex's designs, specifications, manufacturing processes, marketing and business plans, and other confidential information. Reseller expressly agrees that they will not directly, indirectly, or otherwise instruct, allow or encourage any person or entity to copy, replicate, duplicate, or otherwise mimic or "knock off" Apex's products, or sell any Apex branded products not purchased from Apex or produced by a party branded as or otherwise purported to be Apex product

Furthermore, any Reseller found to be in breach of Section I will be immediately terminated and legal action will be commenced. Apex has invested heavily in our products and will defend our name and reputation vigorously.

Section L – Confidentiality. In addition to the requirements of Section I, Reseller agrees that during this existence of this Agreement and at any time thereafter, Reseller shall not at any time directly or indirectly disclose to any person, firm, or corporation, in any manner whatsoever, any of Apex’s confidential, proprietary, or trade secret information that is not otherwise publicly available.

Section J – Updates & Revisions. Apex may update, edit or make changes to this document from time to time at its sole and absolute discretion, and will notify our customers by posting this update on our website. Consenting to any terms revisions is a condition of maintaining a wholesale account with Apex.

AGREED AND ACCEPTED this _____ day of _____ 2022. This agreement may also be acknowledged via secure login to our website and selecting a digital consent.

By: _____

Print Name: _____

Title: _____

Please complete company information, sign print and date this form, then **scan all 4 pages** & email to sales@apexchassis.com. **Thank you!**