



Retailer Application Checklist

Thank you for your interest in becoming an Apex Product Group retailer. This checklist outlines items that are needed to fully evaluate your application to become an authorized retail partner. Please package all of the following information together in one submission to avoid a delay in processing your request.

- Completed Retailer Profile – SIGNED & DATED
- Completed Retailer Credit Application – SIGNED & DATED
**** (Optional but will be necessary to qualify for program offers including extended terms)*
- Sales Tax Resale Certificate (USA)
- Retailer Agreement – SIGNED & DATED

Thank you for considering Apex Product Group to fill your customer needs. If you have any questions, please contact us at sales@apexproductgroup.com or call toll-free at 800-769-2996.



Retailer Profile (Required)

*Legal Business Name _____ *Date _____
*Store Name _____ *Legal Business Type _____
*Street Address _____ *Website _____
*City _____ *State / Province _____ *Country _____ *Postal Code _____
*Business Phone _____ *Business Fax _____
*Email _____ (Needed for Dealer Portal Communication)

Billing (If Different from Above)

*Street Address _____ *Website _____
*City _____ *State / Province _____ *Country _____ *Postal Code _____
*Business Phone _____ *Business Fax _____

*Date Business Started _____ *Authorized Buyer / Position _____
*Accounting Contact _____ *Accounting Email _____
*Name of Principal Shareholder(s) _____
*Franchise / Brand(s) Carried _____
*How Did You Hear About Us? _____
*Annual Sales Estimate _____

Interested Product Lines

- Kolpin
- Pro Armor
- Trail Tech

Select One for Initial Account Set-Up:

- Credit Card
- ACH (Additional Forms Required and Sent Upon Selection)

Optional:

Credit Consideration (Fill-Out "Retailer Credit Application")

Daily Orders will be invoiced with payment due on the 15th of the following month (Approx. 15 Terms)
Stocking Program Terms are subject to change and will be Published at the time of the program

***ACCOUNT SET-UP WILL TAKE 2-5 DAYS TO COMPLETE UPON APPROVAL**

Statement of Accuracy and Permission to Verify

Signature _____ Date _____
Printed Name _____

This application is subject to the Apex Product Group Retailer Agreement



Retailer Credit Application (Optional)

Apex Product Group CREDIT APPLICATION FOR BUSINESS ACCOUNT			
BUSINESS ACCOUNT INFORMATION			
Title:			
Company Name:			
Phone:	Fax:	E-mail:	
Registered Company Address:			
City:	State:	ZIP Code:	
Date Business Commenced:			
Sole Proprietorship:	Partnership:	Corporation:	Other:
BUSINESS AND CREDIT INFORMATION			
Primary Business Address:			
City:	State:	ZIP Code:	
How Long at Current Address:			
Phone:	Fax:	E-mail:	
Bank Name:			
Bank Address:			Phone:
City:	State:	ZIP Code:	
Type of Account:	Account Number:		
Savings:			
Checking:			
Other:			
BUSINESS / TRADE REFERENCES			
Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of Account:			
Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of Account:			
Company Name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
Type of Account:			
AGREEMENT			
By submitting this application, you authorize Apex Product Group to make inquiries into the banking and business/trade references you have supplied			
SIGNATURES			
Title:		Title:	
Date:		Date:	



Apex Product Group – Retailer Agreement

Retailer Requirements and Definition

Retail Applicants for Apex Product Group (“APG”) represented products are required to have an established business name and legal entity and be listed in the telephone book and online doing business as (1) an OEM authorized franchised/licensed powersports dealer, (2) a retail store advertising and maintaining an inventory of applicable powersports or outdoor lifestyle accessories or (3) a full-time recreational vehicle repair shop. A repair shop must have a retail display of accessories in order to buy anything other than replacement parts. To apply for Retail status please call, email, or visit our website to receive an application. Follow the instructions on the application, including providing all necessary documentation, and return a completed form for review. Applications will not be reviewed for consideration and potential processing until all items on the checklist have been received. A photo of your facility showing your inside floor plan and exterior business sign is highly encouraged and will ultimately be necessary for all applicants operating a new Retail business. APG reserves the right to refuse to sell to anyone who does not meet our retailer qualifications and may requalify Retailer status at any time.

Credit Terms

All customers will receive orders on a credit card basis except those who have established an open account under agreed upon payment terms. All On Account invoices are due and payable 30 days following date of purchase. All past due accounts will be charged the maximum legal rate of interest. Open accounts lapsing into 60-day balances may revert to “On Hold” status. All merchandise purchased from APG remains the property of APG until the account is paid in full. In addition to the other obligations, representation and warranties set forth in this Retailer Agreement, Retailer hereby grants to APG and its affiliates and subsidiaries, a continuing security interest in Retailer’s rights, title, and interest to all goods, parts, garments, merchandise, or other apparel and any proceeds, additions, substitutions, or replacements thereof, sold or transferred to Retailer in the future under the terms of this Retailer Agreement. Checks returned unpaid for any reason are subject to a \$20.00 charge.

Purchase Order Terms and Conditions.

The purchase and sale of all goods placed pursuant to Retailer’s relationship with APG will be governed in accordance with the attached “General Terms and Conditions for the Sale of Goods.” No other Terms and Conditions submitted by Retailer will apply.

New Accounts

Orders are generally shipped COD or credit card. Open account status may be applied for by well-rated firms. To establish an open account, request a credit application when placing an order. **Please allow up to 30 days for processing the credit application.** APG reserves the right to reject any application.

Minimum Order Amount and Service Charges

APG does not require a minimum order amount. However, all orders totaling less than \$30.00 at Retailer cost are automatically charged a \$5.00 small order fee. All will call orders will be reviewed prior to approval and may be subject to an additional processing fee.

Drop Shipments

Drop ship orders are available for customers residing within the continental US and its territories. All drop ship orders are subject to a \$60.00 processing fee plus applicable freight charges. Drop shipments outside the US and its territories are not allowed.

Prices

All prices are subject to change without notice. We do, however, make every effort to hold our prices for an entire season. In case of a price change, items will be billed at prices in effect on the date the order is shipped. All prices are FOB APG Distribution Center unless otherwise noted.

Freight Policy

APG pays for freight on orders totaling \$100 or more (Continental US only) and reserves the right to choose method for shipping. Additional fees may be applicable for large and / or heavy items requiring special shipping considerations. Premium shipping services such as airmail or UPS and FedEx, next day, 2-day or 3-day air services may be requested at the dealer’s expense. **APG only pays ground freight on oils and additives.** Drop shipments **are included** in the free freight policy, but are subject to a \$60.00 drop ship fee plus any applicable oversize item fees. No free freight will be given on past due accounts.

Freight Claims

TRUCK SHIPMENTS: Claims for lost or damaged goods must be made directly to the carrier, as title to merchandise passes to the customer when goods have been consigned to and accepted by a public carrier. We will furnish any information we have to help you establish your claim. Visual damage to shipping carton or shortages must be noted and signed by the representative receiving the shipment and must be included on the freight bill.

UPS SHIPMENTS: Indicate “DAMAGED” when signing. **CARTON AND MERCHANDISE MUST BE KEPT BY DEALER.** Contact Customer Service for instructions on replacement.



Alaska, Hawaii & Puerto Rico

Please contact sales rep for freight policies and quotes.

Backorders

All efforts are made to ship order complete. In the event of backorder, all products will be shipped as soon as available. Please note under the FREIGHT POLICY, backorders do contribute to your free freight amount but the free freight total must be reached for each individual order. **SPECIAL and/or CUSTOM ORDERS CANNOT BE CANCELLED OR RETURNED.**

Returns

Return authorization is required. Contact Customer Service for your Return Authorization number, clearly mark all four sides of the package with the RA number, and return the package freight prepaid to the warehouse from which it was shipped. Credit cannot be issued for items purchased 30 days or more prior to return, closeout or discontinued items, special ordered items or electrical parts. Returned merchandise must be in its original package with any dealer labels and or price tags removed, and in resalable condition. A restocking fee will be charged on all returns except items that are determined to be defective or not as ordered.

Warranties and Guarantees

Return authorization is required. Contact Customer Service for your Return Authorization number and clearly mark on all four sides of the box. Instructions for return or scrap will be issued during the return authorization process. If product is to be returned, a shipping call tag will be issued. Returned merchandise will be inspected upon arrival and credit or replacement will be issued. In the case that the defect is not as initially represented, partial credit can be assessed. Damages arising from the design or manufacturing of any item are the sole responsibility of the manufacturer.

Shortages or Damaged Merchandise

Must be reported at the time the package is opened - **NO EXCEPTIONS**. All orders are checked for accuracy after picking and are weighed to 1/10th of an ounce to give us three ways of checking. **ALL BOXES AND PACKING MUST BE SAVED** and returned to APG to receive credit for shortages. APG will cover applicable postage.

Credits

Retailer shall not deduct any amounts from payments until a credit memo is received from APG. Under no circumstances is Retailer allowed to deduct unauthorized amounts from payments.

Refused COD's

A 15% restocking fee, plus freight both ways, will be charged to your account if you change your mind and refuse a COD.

Cost of Collecting

Delinquent accounts may be assessed a finance charge equal to 1.5% per month (19.56% AER) of the past due balance. A charge may also be assessed for any collection costs associated with the indebtedness of dealer. APG reserves the right and dealer agrees through this agreement to allow APG to use credit cards on file to collect delinquent balances when balances have reached delinquent status.

Limit of Liability

In no event shall Seller be liable for any special, indirect, incidental, punitive or consequential damages arising out of or connected with this Acknowledgment or the Goods, regardless of whether a claim is based on contract, tort, strict liability or otherwise, nor shall Buyer's damages exceed the purchase price of the Goods.

Taxes

Buyer shall pay or reimburse Seller as appropriate for any sales, use, excise or other tax imposed or levied with respect to the payment of the purchase price of the Goods or the conveyance of title in the Goods to Buyer. In no event shall Buyer be responsible for any tax imposed upon Seller's income or business establishment.

Governing Law

These and all other applicable terms and conditions will be governed by the laws of the State of Minnesota and Retailer agrees to venue and jurisdiction in the State and County of Hennepin County, Minnesota.

Headings

Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

Minimum Advertised Price (MAP) Policy and Retail Policy

Retailer agrees not to sell any APG products/goods without authorization to any individual or company that has the intent to re-sell such products. Retailer is authorized to sell APG products/goods solely on URL's ("Website" or collectively "Websites") listed on the retailer application. Retailer does not have approval to sell APG products/goods on any other website(s) including marketplaces such as Amazon, EBay, Jet, Rakuten, etc. unless prior authorization has been given by APG in writing. Selling on unapproved website(s) or marketplaces is considered a violation of the Agreement and is cause for immediate termination. Retailer agrees to abide by the Minimum Advertised Price Policy, which may be found in separate document or at www.apexproductgroup.com.



9955 59th Avenue North
Plymouth, MN 55442
Phone: 800-769-2996
www.apexproductgroup.com

Termination

This Retailer Agreement may be terminated at any time by either party upon 90 days written notice to the other party. This Retailer Agreement may be terminated by 30 days written notice by APG should Retailer breach any term or condition of this Retailer Agreement.

By signing, the Retailer acknowledges and agrees to all stipulations specified herein. Furthermore, Retailer understands that by not adhering to these regulations the Retailer's status may be revoked and Retailer will no longer be authorized to purchase APG products for resale. This Retailer Agreement is not a guarantee to do business and APG reserves the right to discontinue business at any time, and for any reason without notice.

Retailer Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____



General Terms and Conditions for the Sale of Goods

1. Applicability. These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller named on the applicable purchase order ("Seller") to buyer ("Buyer"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying purchase order (the "Sales Confirmation") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. All orders are binding on Buyer upon acceptance by Seller. Acceptance occurs within five (5) business days after receipt of purchase order by Seller.

2. Delivery. The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the delivery point. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

3. Non-delivery. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 5 days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Shipping Terms. Delivery shall be made FCA Seller's facility. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

5. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods to the carrier or shipper. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Minnesota Uniform Commercial Code.

6. Inspection and Rejection of Nonconforming Goods. Buyer shall inspect the Goods within 5 business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller.

"Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. At Seller's sole discretion, Buyer shall (i) ship, at Seller's expense and risk of loss, the Nonconforming Goods to Seller's facility or (ii) destroy and certify the destruction of the nonconforming Goods at Seller's Expense. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in Section 7 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. Price. Buyer shall purchase the Goods from Seller at the price[s] (the "Price[s]") set forth on the Sales Confirmation. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. Payment Terms. Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer or check and in US dollars. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 business days following written notice thereof. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

9. Disclaimed Warranty. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND/OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

10. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

11. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods. Buyer shall defend, indemnify and hold Seller harmless against all claims, in whatever form, asserted against Seller that arise out of or relate to Buyer's breach of this provision.

12. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.



APEX PRODUCT GROUP

9955 59th Avenue North
Plymouth, MN 55442
Phone: 800-769-2996
www.apexproductgroup.com

18. **Governing Law.** All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Minnesota.

19. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Minnesota in each case located in the City of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding

20. **Notices.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

21. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. **Survival.** Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction/Arbitration and Survival.



Effective date: August 1, 2017

Subject: Retail Advertising Policy

Dear Apex Product Group Retail Partner:

Polaris Sales, Inc. D/B/A Apex Product Group ("APG") is committed to offering the highest quality products that consumers demand. These brands include **Kolpin®**, **Pro Armor®**, and **Trail Tech®** (collectively referred to as the "Brands"). APG owns the trademarks, various derivatives thereof, logos, copyrights to materials in its catalogs and other intellectual property associated with the Brands (collectively referred to as "Marks"). Retailers are granted a limited, revocable, non-exclusive, non-transferable license to use the Marks in connection with any print or internet advertising associated with the brands as long as they adhere to APG policies, including this Retail Advertising Policy (the "Policy").

This Policy is designed (i) to generally support the Brands as a premium offering in the marketplace, (ii) to ensure all Retailers dedicate sufficient resources to promote the Brands, (iii) to enable Retailers to continue to employ knowledgeable sales associates to support the Brands, (iv) to enable Retailers to provide high quality pre-sale and post-sale services in support of the Brands, and (v) to otherwise promote activities that will enhance the desirability of the Brands. ***Each Retailer is free to independently set its resale prices for any product at its own discretion***, but APG's Policy establishes advertised price standards for the Brands. This Policy has been adopted unilaterally by APG for the express purposes set forth above. Failure to abide by this Policy may result in penalties, including termination as a Retailer.

Covered Advertising

Retailers shall not publish a retail advertised price through Covered Advertising (defined below) that is less than the manufacturer's suggested retail price ("MSRP"), except from the period starting the day after Thanksgiving ("Black Friday") through January 14th, Retailers are authorized to publish a retail advertising price that is up to fifteen percent (15%) below the MSRP.

"Covered Advertising" is defined as:

1. Print advertising such as newspapers, magazines, print inserts, outdoor billboards/signage;
2. Broadcast advertising such as radio and TV;
3. Direct advertising such as catalogs, flyers, newsletters, direct mail pieces/coupons, and broadcast faxes, whether mailed, hand-delivered, or shipped in-box with product;
4. Electronic mail (e-mail) advertising. Any web pages that link from the e-mail are considered part of the e-mail advertisement;
5. Internet advertising such as banner, pop-up, and pop-under ads; and
6. Any website accessible to the public including traditional retailers, club membership sites, e-tailers, vendors, portals, shopping sites, blogs, forums, auction sites, etc. Any "level" of a website above the "shopping cart" is considered an advertisement. With respect to auction sites such as eBay, the minimum acceptable bid/price must be no less than MSRP (15% from Black Friday through January 14th) and the Retailer must be identified with its store's trade name or "doing business as" name in the auction listing.

The types of advertising not covered by this Policy are:

1. In-store merchandising;
2. A website shopping cart as long as the product was placed by a customer who clicked or selected "Order" or "Add to Cart" or a comparable command.



This Policy only relates to current active merchandise for the Brands. Any products deemed as closeouts are not subject to the discounting/advertising provisions of this Policy.

Retailers must not include statements or options related to the Brands which may lead consumers to perceive the offer of prices below MSRP from January 15th through Thanksgiving Day, or more than 15% below MSRP from Black Friday to January 14th. Statements such as “call”, “call for price”, “email to get the lowest price”, “guaranteed lowest prices”, “best offer”, “place in shopping cart to see our lowest price”, “at least x% off”, or other similar statements should not be used.

All packages (i.e., those that include a combination sale of both Branded products and products not covered under this Policy) must be advertised no less than the cumulative MSRP of all the products included in the package, except from Black Friday to January 14th in which case the packaged products must be advertised no less than 15% under the cumulative MSRP of all the products included the package.

The Brands must be specifically excluded from any type of store-wide sale or promotion unless the advertised discount is within the guidelines of this Policy.

From time to time the Brands may engage in promotions with respect to certain products included in the Policy. APG reserves the right to unilaterally modify or suspend the Policy with respect to these promotions.

Policy Violations

Authority

Violations of this Policy shall be determined by APG in its sole discretion. APG’s designated Policy Administrator is the only person authorized by APG to communicate Policy updates, changes, or decisions. No other APG representative or agent is authorized to confirm compliance with, discuss, or amend this Policy. APG will not accept any communication from a Retailer who has violated this Policy regarding the violation or the willingness of the Retailer to bring its advertising into compliance with the Policy. APG also does not entertain complaints from its Retailers regarding another Retailer’s advertising or pricing practices.

Consequences

Failure to abide by this Policy may result in penalties, including those specifically set forth below, as well as being terminated as an APG retailer.

Retailer violations of the Policy will be addressed under this four step enforcement process:

First violation: Retailer will receive a written notification informing the Retailer that it will be subject to a two (2) day prohibition from purchasing the products involved in the violation. Corrective action must be implemented within 48 hours for electronic advertisements (email/internet sites) and the relevant production cycle for print and other advertisements, but no later than thirty days. If corrective action is not implemented within the aforementioned timeframe, the two-day prohibition will be extended and Retailer’s rights to use the Marks will be forfeited and not permitted until reinstated at the sole discretion of APG.

Second violation within 180 days of first violation: Retailer will receive a written notification informing the Retailer that it will be subject to a thirty (30) day prohibition from purchasing the products involved in the violation and the Retailer’s rights to use the Marks will be forfeited and not permitted during this period. If corrective action is not implemented within the timeframe delineated above, the thirty (30) day prohibition can be extended and Retailer’s rights to use the Marks will be forfeited and not permitted until reinstated at the sole discretion of APG. Violations after 180 days from the first violation will be considered a new first violation.



Third violation within 180 days of second violation: Retailer will receive a written notification informing the Retailer that it will be subject to a ninety (90) day prohibition from purchasing the products involved in the violation and the Retailer's rights to use the Marks will be forfeited and not permitted during this period. If corrective action is not implemented within the timeframe delineated above, the ninety (90) day prohibition can be extended and Retailer's rights to use the Marks will be forfeited and not permitted until reinstated at the sole discretion of APG. Violations after 180 days from the second violation will be considered a new first violation.

Fourth violation within 180 days of the third violation: Retailer will receive a written notification informing the Retailer that it will be subject to a minimum one (1) year prohibition from purchasing the products involved in the violation and the Retailer's rights to use the Marks will be forfeited and not permitted during this period. If corrective action is not implemented within the timeframe delineated above, the one (1) year prohibition can be extended and Retailer's rights to use the Marks will be forfeited and not permitted until reinstated at the sole discretion of APG. Violations after 180 days from the third violation will be considered a new first violation.

Notwithstanding the above, based on the sole discretion of APG, a dealer who demonstrates multiple first violations of this Policy over a multi-year period may be subject to a permanent prohibition from purchasing the products and the Retailer's rights to use the Marks will be forfeited and not permitted.

Limitations on Sales: The Retailer shall only sell the Brands at the Retailer's store, Retailer's mail order catalog, Retailer's internet or auction site, or at retail booths operated by the Retailer at industry events such as races, rallies and shows.