



P.O Box 186 | Humboldt, KS 66748 | 800.248.6564 | www.bwtrailerhitches.com

MVP AUTHORIZED DEALER APPLICATION

You may also complete this Authorized Dealer Sign-up form at www.bwtrailerhitches.com/mvp

Otherwise, please complete this Application and submit it with the signed Authorized Dealer Agreement by Fax to 620-869-9031; or by mail to MVP Officer, B&W Trailer Hitches, PO Box 186, Humboldt, KS 66748.

Company Name _____

Address _____

City _____ State/Province _____ Zip _____

Primary Phone _____

Website _____

Tax Id. No. (FEIN) _____ (We use this only to validate your application.)

Contact:

Name: _____ Title: _____

Phone: _____ Email: _____

Credit:

If you would like to establish a line of credit directly with B&W, please fill out the credit information.

Name of Bank: _____ Phone: _____

Contact Person: _____ Fax: _____

Business Trade Reference: _____ Phone: _____

Contact Person: _____ Fax: _____

Complete Mailing Address: _____

About Your Company:

We offer:

☐ Turnoverball Gooseneck Hitch ☐ Tow & Stow Receiver Hitch ☐ Companion 5th Wheel Hitch ☐ Biker Bar

We purchase: _____ Direct from B&W Trailer Hitches

_____ From a Distributor: Primary _____ Secondary _____

Do you intend to sell B&W products on the internet? ☐ Yes ☐ No

Will you install B&W products? ☐ Yes ☐ No

Are you interested in a B&W point-of-purchase display? ☐ Yes ☐ No

Would you like your company included in the dealer search on bwtrailerhitches.com? ☐ Yes ☐ No



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Authorized Dealer Agreement

The Dealer (Full Business Name): _____ Tax Id. No. (FEIN): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Owner/Manager: _____

THIS AGREEMENT is made as of the Effective Date (as defined on the signature page) by and between B&W Trailer Hitches, a division of B&W Custom Truck Beds, Inc. ("B&W"), a Kansas corporation located at the address shown on the signature page of this Agreement, and the Dealer (as defined above) located at the address shown above.

1. Appointment. Subject to the terms and conditions of this Agreement, B&W appoints the Dealer and the Dealer agrees to perform as B&W's Nonexclusive Authorized Dealer for the Products during the Term. (For certain definitions of capitalized terms, see Section 5 of this Agreement.) Except as expressly authorized in writing by B&W, the Dealer agrees to submit orders for item(s) of the Products to one or more of the Distributors during the Term and, subject to the prices and terms and conditions of sale determined between the Dealer and each such Distributor (but consistent with this Agreement) to purchase from such Distributor such item(s) described in each such order.

2. Responsibilities. Except as otherwise approved in writing by B&W in advance, the Dealer will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and service requests from customers and prospective customers; (c) represent the Products in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of the Dealer and B&W or either thereof; (d) refrain from knowingly or negligently directly or indirectly selling any or all of the Products for resale; (e) use the Intellectual Property only as permitted by B&W; (f) refrain from questioning or challenging the rights claimed by B&W or its Affiliate(s) in the Intellectual Property or assisting in any way any other(s) in doing so; (g) comply with all laws and all of the B&W Policies; and (h) promptly and in timely fashion comply with whatever request may be made by B&W or any or all of the Distributors relating to any law or expectation thereof or the modification or recall of any or all of the Products.

3. Termination. This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than forty-five (45) days after such receipt for termination on other grounds (which may be with or without cause); or (c) as provided in Section 4(e)(ii) of this Agreement. Upon termination of this Agreement, the Dealer shall immediately cease all use of anything which would give the impression that the Dealer is an authorized dealer or representative of or for the Products or has any affiliation whatsoever with B&W or the Products (except only with respect to the Dealer's inventory of the Products at the time of termination).

4. Miscellaneous. (a) This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Dealer without the express written consent of B&W. Each delegation, transfer or assignment by the Dealer without such consent shall be void. The relationship between B&W and the Dealer shall be that of independent contractors, and nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or franchise between B&W and the Dealer or shall constitute or be deemed to constitute the Dealer as agent of B&W for any purpose whatsoever. The Dealer shall have no authority or power to bind B&W or to contract in the name of and create a liability against B&W in any way for any purpose.

(b) At any time and without prior notice: (i) B&W may modify any or all of the B&W Policies and (ii) any or all item(s) of the Products may change, in which case, the Dealer acknowledges and agrees that each of the Distributors may without liability or penalty cancel all pending orders (even if accepted) from the Dealer for such changed item(s) and refuse to accept any new orders from the Dealer for such item(s). Except as otherwise expressly provided in this Agreement, each modification of the B&W Policies shall be effective immediately, unless B&W notifies the Dealer in writing of another effective date. B&W's interpretation of each of the B&W Policies will control.

(c) This Agreement shall be governed by and interpreted under the laws of the State of Kansas without regard to that state's conflicts of laws provisions. Any and all disputes arising out of or relating in any way to this Agreement between the Parties (or the Affiliate(s) of either) shall be litigated at the trial level as a bench trial only in federal court in Topeka, Kansas or state court in Iola, Kansas, as **each Party, on behalf of itself and its Affiliate(s), hereby waives trial by jury**, submits to personal and subject matter jurisdiction in such courts and agrees that neither the Dealer nor the Dealer's Affiliate(s) will contest venue.

(d) Time is of the essence of this Agreement. This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. B&W shall not be liable for loss, damage or delay resulting from any cause whatsoever beyond its reasonable control. In no event shall B&W be liable for consequential, incidental or special damages, loss or expense to any or all of the Dealer, purchaser(s) or user(s) for any reason(s) whatsoever. In the event of any conflict between the B&W Policies and this Agreement, the B&W Policies will control. Wherever required by the context hereof, each pronoun used herein shall be deemed to include both the singular and the plural and to encompass each gender.

(e) If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in this Agreement, B&W, at any time, may elect by written notice to the Dealer (effective upon receipt thereof or as otherwise designated by B&W therein) that: (i) such requirement be substituted for or added to such provision(s) or part(s) thereof to the minimum extent necessary to validate such provision(s) or part(s) thereof or (ii) this Agreement be terminated. If any provision(s) or part(s) thereof in this Agreement shall be held invalid, the remainder of this Agreement shall continue in full force and effect, and each such provision or part thereof shall be deemed not to be part of this Agreement.

(f) This Agreement and each of the B&W Policies, as modified from time to time: (i) constitute the entire understanding of the Parties binding upon them; (ii) are intended to govern the relationship between the Parties; (iii) supersede all agreements, representations or statements between the Parties, either oral or written; and (iv) except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by both of the Parties.

(g) Except as otherwise provided in this Agreement or as the Parties otherwise may expressly agree in writing, no failure, refusal, neglect, delay, waiver, forbearance or omission by B&W to exercise any right(s) under this Agreement or to insist upon full compliance by the Dealer with the Dealer's duties, obligations or restrictions hereunder shall constitute a novation or waiver of any provision(s) of this Agreement or otherwise thereafter limit B&W's right to fully enforce any or all of the provision(s) and part(s) thereof of this Agreement.

(h) The following shall survive the termination of this Agreement: (i) Sections 1 and 2(c) through 5 of this Agreement; (ii) each of the definitions contained in this Agreement; and (iii) each of the B&W Policies which by its own terms expressly states that it survives the termination of this Agreement or which B&W otherwise designates as so surviving.

(i) Each notice described in this Agreement to either Party must be in writing and shall be sent to the intended recipient (with all fees paid) by certified mail, express courier service, facsimile or e-mail to such recipient's address referred to on the first (1st) page of this Agreement and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

5. Certain Definitions. For purpose of this Agreement: (a) "Nonexclusive Authorized Dealer" means that (i) the Dealer may hold itself out as a dealer authorized by B&W for the Products during the Term and (ii) B&W may offer and sell anywhere and everywhere any or all of the Products and anything else directly or indirectly to one or more individuals and entities other than the Dealer; (b) the "Products" means those products made available to the Dealer by any or all distributors specifically authorized by B&W to sell to the Dealer (individually, a "Distributor" and collectively, the "Distributors"); (c) the "Term" means the period from the Effective Date until this Agreement is terminated pursuant to Section 3 hereof; (d) the "Intellectual Property" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which B&W or its Affiliate(s) claim(s) rights; (e) "Affiliate(s)" means any or all of the individual(s), entity and entities controlling, controlled by or under common control with the Party identified; (f) the "B&W Policies" means collectively the then-current version(s) of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) from time to time issued in writing or made available electronically by B&W to the Dealer and not expressly excluded by B&W from the B&W Policies; and (g) a "Party" means B&W or the Dealer and the "Parties" means B&W and the Dealer.

Each Party, intending this Agreement to be effective as of the Effective Date, has caused this Agreement to be executed by its duly authorized representative.

THE DEALER

By: _____

Name: _____

Title: _____

Date: _____

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Agreed and accepted in Humboldt, Kansas:
B&W

By: _____

Joseph W. Works
President

Date: _____

The Effective Date: _____

B&W Trailer Hitches, a division of
B&W Custom Truck Beds, Inc.
1216 Hawaii Road
PO Box 186
Humboldt, KS 66748
Attn: MVP Administrator
Fax: (620) 869-9031
christinaumbarger@turnoverball.com



VALUE PROTECTION POLICY FOR DEALERS

MINIMUM RESALE PRICE POLICY + ADVERTISING AND MARKETING POLICY

REPLACES AUTHORIZED DEALER PRICING POLICY

EFFECTIVE AS OF JUNE 15, 2020

1. Background. B&W Trailer Hitches, a division of B&W Custom Truck Beds, Inc., ("**B&W**") unilaterally implemented an Authorized Dealer Pricing Policy effective as of June 1, 2009 (the "**Original Policy**"). To accommodate certain changes to the Original Policy, this Value Protection Policy for Dealers (this "**Policy**") will replace the Original Policy effective as of June 15, 2020 (the "**Policy Effective Date**"). Until the Policy Effective Date, the Original Policy remains in full force and effect. Violations under the Original Policy will be (a) addressed according to its terms and (b) carried over to this Policy on the Policy Effective Date.

2. Application. This Policy (a) is applicable to each Dealer and (b) consists of (i) a policy regarding minimum resale price ("**Minimum Resale Price Policy**" or the "**MRP Policy**"), which establishes a price below which specified B&W Products may not be offered or sold and (ii) a policy, which addresses how B&W Products may be advertised and marketed ("**Advertising and Marketing Policy**" or the "**A&M Policy**"). The MRP Policy applies to certain B&W Products, while the A&M Policy, unless otherwise noted, applies to all B&W Products. Certain terms are defined in Section 12 of this Policy.

3. Purpose. The products sold by B&W are of high quality with a premium image for excellence and innovation earned through extensive product and market development activities and superior service. Some Dealers have taken or may take advantage of these facts by advertising or selling B&W Products as loss leaders, promoting or applying unfair discounts or misusing intellectual property of B&W or references to B&W or its products. In an effort to help safeguard the reputation of B&W, insure the long-term viability of each of its brands and protect the investment of those Dealers that provide valuable services to end users, B&W has adopted this Policy.

4. Minimum Resale Price Policy.

(a) The Covered Products. The MRP Policy establishes a minimum resale price ("**MRP**" and referring to either the singular or the plural or both, "**MRP(s)**") for each of the B&W Products specified by B&W Notice (individually, a "**Covered Product**" and collectively, the "**Covered Products**"), including without limitation on the price list(s) or product list(s) provided or otherwise made available to Dealers by B&W Notice (individually and collectively, the "**Covered Products List**"). Unless otherwise directed by B&W, each time the same Covered Product is offered or sold by a Dealer in pairs or other groupings, the offer or selling price must be no less than the applicable MRP multiplied by the number of units in such offer or sale.

(b) Application. Each form of marketing using or containing Price Information regarding one or more of the Covered Products employed by or on behalf of a Dealer is subject to the MRP Policy. **When applied to websites, Price Information found outside the cart (or other container), in the cart (or other container) and at checkout is subject to the MRP Policy.** In addition, the MRP for a Covered Product may vary depending upon where the Price Information appears to which it applies.

(c) Changes Relevant to the MRP Policy. B&W, at any time, may vary any or all of the MRP(s) for a Covered Product or add to or delete any or all of the Covered Products, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select B&W program(s) or any other B&W policy or in any other situation announced by B&W from time to time. B&W will endeavor to provide prior notice of each new MRP or such change in the Covered Products, generally not less than five (5) days in advance. While B&W will communicate each MRP and such change by B&W Notice (including without limitation through the Covered Products List), each Dealer is responsible for making sure that it is aware of each appropriate Covered Product and MRP in each circumstance.

(d) Violations of the MRP Policy. Although **each Dealer remains free to establish its own resale prices**, such Dealer violates the MRP Policy by (i) offering, selling or otherwise providing any or all of the Covered Products at a Net Adjusted Price less than the corresponding MRP(s) established by B&W from time to time and communicated by B&W Notice or (ii), as provided in the MRP Policy, being deemed to have violated it. The MRP(s) for offers and sales made to end users located in the USA will be in USA dollars, while those made to end users in Canada will be in Canadian dollars. For purposes of this Policy, "**Net Adjusted Price**" means the price at which a Covered Product is offered by or for the benefit of a Dealer to an end user or that actually paid to or for the benefit of a Dealer for a Covered Product by an end user after (A) applying all discounts and similar price reductions and (B) excluding certain taxes and shipment charges.

(e) How Net Adjusted Price is Calculated. Except as otherwise provided in the MRP Policy, Net Adjusted Price for each Dealer will be calculated by taking into account all discounts, deductions, rebates and allowances offered or provided to an end user, regardless of source, whether given or taken at the time of offer, sale or otherwise and considered by B&W to be part of such offer or sale.

(f) Exclusions from Net Adjusted Price. The following are excluded from the calculation of Net Adjusted Price for each Dealer:

(i) **Rebates/Coupons Initiated by B&W:** Each offer or sale referring to or applying a coupon, discount, credit, rebate, free goods or the substantive equivalent (a "**Financial Incentive**") will not be considered part of Net Adjusted Price if such Financial Incentive is provided by B&W or its designee(s): (A) directly to an end user or (B) to such Dealer for provision to and use by an end user;

(ii) **Gift Cards:** Each offer or sale referring to or applying one or more Gift Cards, as long as such use is in a transaction separate from the purchase or award of such card(s) (However, any or all Gift Cards offered or furnished with the purchase of one or more of the Covered Products will be considered a discount, except as otherwise provided in the MRP Policy.);

To illustrate this point, unless the MRP Policy says otherwise, the application of a Gift Card to reduce the purchase price of a Covered Product is not considered a discount, unless such card is given at the time of such purchase and as part of it. Similarly, offering or providing a Gift Card with the purchase of a Covered Product (regardless whether it is used immediately) is treated as a discount, e.g., "Buy a B&W hitch and receive a \$35 Gift Card."

(iii) Free/Reduced-Price Shipping and Other Services: Any or all of free or reduced-price shipping, installation, removal and disposal may be offered or furnished by such Dealer without it being considered to be a discount when offered or furnished in connection with a potential or actual purchase that includes at least one of the Covered Products, provided that, as determined by B&W: (A) such offer applies to all other products in each category in which each such Covered Product resides and (B) the value thereof is reasonable; and

(iv) Excluding Taxes/Certain Charges: If to be paid or paid by an end user, all applicable taxes and all shipping, delivery and insurance charges are excluded (However, if such Dealer offers to pay or pays any or all of such taxes and such charges that otherwise would be paid by an end user, the amount so offered or paid by such Dealer will be considered a discount, except as otherwise provided in the MRP Policy.).

(g) **Treatment of Bundles**. A Dealer violates the MRP Policy by offering or selling a Bundle, unless such combination: (i) appears on the MVP price list(s) from B&W prior to such offer or sale or (ii) otherwise has received express approval by B&W Notice to such Dealer in advance of such offer or sale.

(h) **The MRP Policy Exemptions**. A Dealer does not violate the MRP Policy by offering or selling one or more of the Covered Products at a Net Adjusted Price that is less than the applicable MRP(s) if such offer or sale is made in accordance with one or more of the following exemptions (collectively, the **"MRP Policy Exemptions"**) and otherwise complies with this Policy:

(i) Returns: In the case of returns of any or all items of the Covered Products permitted by B&W, each offer or sale thereof to B&W or to any or all of the Distributors;

(ii) Special Programs: The offer or sale under one or more special programs (if any) designated by B&W, as long as such Dealer complies with the terms and conditions of such program(s) specified or otherwise expressly approved by B&W Notice in advance;

(iii) Storewide, Site-wide or Category-wide Promotions: A storewide, site-wide or category-wide promotion involving a Financial Incentive that would, after its application, result in offer or sales price(s) for any or all of the Covered Products below its or their respective MRP(s), as long as: (A) such Dealer has received B&W Notice expressly approving in advance the participation of each of the B&W Products eligible for such promotion (collectively, the **"Promotion-Eligible Products"**); (B) such Dealer complies with the terms and conditions of such approval; (C) such Financial Incentive may be applied to all or almost all of the products offered by such Dealer or, in the case of a category-wide sale (such as towing products), no fewer than two (2) brands in the category other than that or those of B&W; and (D) such application takes the Net Adjusted Price for each of the Promotion-Eligible Products to no less than the MRP supplied by B&W specifically for such promotion;

(iv) Card Benefit: A card benefit consisting of a Financial Incentive associated with the use of a designated credit or debit card (a **"Card Benefit"**) that would, after its application, result in offer or sale price(s) for any or all of the Covered Products below its or their respective MRP(s), as long as (A) such Dealer has received B&W Notice expressly approving in advance the participation of each of the B&W Products eligible for such Card Benefit; (B) such Dealer complies with the terms and conditions of such approval; (C) such Card Benefit may be applied to all or almost all of the products offered by such Dealer; and (D), unless expressly approved in advance by B&W Notice, nothing promoting such Card Benefit mentions, uses, depicts or otherwise refers to or appears adjacent to or near any or all of (1) the Covered Products and (2) the B&W Intellectual Property;

(v) Loyalty Points: The accrual of "points" or other things of value (**"Loyalty Points"**) in connection with the purchase or receipt of any or all products and services from such Dealer and the subsequent application of Loyalty Points (but only in one or more transactions other than the one(s) in which they were earned), even if such application results in offer or sale price(s) for any or all of the Covered Products below its or their respective MRP(s), as long as: (A) such Dealer has received B&W Notice expressly approving in advance the participation of each of the B&W Products eligible for Loyalty Points (collectively, the **"Loyalty-Eligible Products"**); (B) such Dealer complies with the terms and conditions of such approval; (C) Loyalty Points may be accrued and applied to all or almost all of the products and services offered by such Dealer, (D), unless expressly approved in advance by B&W Notice, the everyday accumulation rate for Loyalty Points applicable to the purchase of any or all of the Loyalty-Eligible Products is no more than that applicable to all or almost all other brands of products offered by such Dealer (as determined by B&W regardless of category); and (E), unless expressly approved in advance by B&W Notice, nothing promoting Loyalty Points mentions, uses, depicts or otherwise refers to or appears adjacent to or near any or all of (1) the Covered Products and (2) the B&W Intellectual Property;

(vi) Used or Discontinued Products: The offer or sale of any or all items of the Covered Products that (A) cannot reasonably be considered new, including without limitation those which are display or demonstration units, as long as each such item is clearly and conspicuously described as "used" and, to the extent relevant, labeled as "used" or (B) are discontinued by B&W effective (1) when such item(s) do(es) not appear on the then-current Covered Product List or the price list(s) or product list(s) issued by B&W or (2) on the date(s) referred to in B&W Notice of discontinuance; and

(vii) Certain Offers and Sales: The offer or sale of any or all of the Covered Products to a bona fide unit of government, not-for profit entity or employee of such Dealer, in each case, for its, his or her personal use (and not for resale), provided that such offer or sale is reasonable (as determined by B&W) and not advertised or promoted publicly.

5. Advertising and Marketing Policy.

(a) **Use of the B&W Intellectual Property or References to B&W Products**. A Dealer violates the A&M Policy if any advertisement, promotion or other marketing vehicle (regardless of the medium used, whether Conventional Advertising, Electronic Content or otherwise) used or done by or on behalf of such Dealer (i) includes any or all of the B&W Intellectual Property or mentions, uses, depicts or otherwise refers to any or all B&W Products and (ii) does not conform to (A) the Usage Policies or (B) any or all of the following provided to such Dealer: (1) B&W Notice that furnishes direction or express approval and (2) Disapproval Notice.

(b) **Other Ways to Violate the A&M Policy**. Except as expressly authorized by B&W Notice or otherwise allowed by this Policy, with respect to any or all items of B&W Products, a Dealer violates the A&M Policy by knowingly or negligently, directly or indirectly:

(i) **Prohibited Terms:** Advertising, promoting or selling using (A) the terms “lowest price,” the “lowest prices,” “prices too low to show,” “make an offer,” “best offer,” “call for discount,” “email for discount,” “call for price,” “email for price,” “call for coupon code,” “email for coupon code” or “add to cart [or other container] for discount”; (B) any form of low-price guarantee or price matching; (C) any express or implied representation(s) that one or more prices below the MRP(s) are available; or (D) the substantive equivalent of any or all of these terms or concepts;

(ii) **Promotion and Sale:** Advertising, promoting or selling in any or all of the following ways: (A) outside the USA and Canada (except to the extent any or all advertising and promotion efforts cannot be reasonably restricted geographically, but this exception does not apply to sales made to anyone located outside the USA and Canada), (B) using anything other than USA dollars for offers and sales to end users located in the USA or Canadian dollars for offers and sales to those located in Canada, (C) using any business name(s) or storefront(s) subject to Disapproval Notice provided to such Dealer; and (D) employing Electronic Content (online or otherwise) in any fashion to the extent that Disapproval Notice has been provided to such Dealer for any or all business names, storefronts, websites, marketplaces and platforms used for such purpose by such Dealer (for purposes of this Policy, **Walmart.com, Jet.com, Sears.com, Kmart.com, and DiscountBandit.com will each be deemed to be the subject of Disapproval Notice, so, unless B&W provides B&W Notice otherwise, no Dealer may offer or sell any or all B&W Products there**);

(iii) **Resale:** Selling in either or both of the following ways: (A) to anyone for resale (other than, in the case of returns of any or all items of B&W Products permitted by B&W, to B&W or any or all of the Distributors) and (B) to anyone other than end users permitted by B&W, including without limitation selling to the Special Accounts;

(iv) **Electronic Content:** With respect to activities that use or involve Electronic Content (A) offering or selling anonymously, (B) failing to clearly and prominently indicate the full name, address and telephone and email contact(s) of such Dealer where feasible (as determined by B&W); (C) giving the impression (as determined by B&W) that any or all of the websites or platforms used by such Dealer is or are operated by B&W; and (D) failing to fully and promptly comply with the direction provided by B&W Notice or in each Disapproval Notice;

(v) **ASINs:** Creating or assisting in or otherwise cooperating with anyone other than B&W in the creation and maintenance of Amazon Standard Identification Numbers (“**ASINs**”) for any or all B&W Products, as B&W is solely responsible for managing this function;

(vi) **Deceptive Behavior:** As determined by B&W, engaging in (A) false, deceptive or misleading advertising, promotion or sales practices or (B) any conduct that is or could be detrimental to the reputation or integrity of any or all of such Dealer, the Distributors (as applicable), B&W and B&W Products;

(vii) **Domains:** Using any or all of B&W, its trademarks or other of the B&W Intellectual Property (or any variant(s) thereof) as or as part of one or more Domains, URLs or the substantive equivalent employed by or for the benefit of such Dealer, regardless whether such use is in connection with the offering or sale of any or all B&W Products;

(viii) **Certain Purchases:** Purchasing any or all B&W Products other than from B&W, a Distributor or, in the case of bona fide returns only, an end user;

(ix) **Questioning Rights:** Questioning or challenging the rights claimed by B&W or its designee(s) in or to the B&W Intellectual Property or assisting in any way any other(s) in doing so; and

(x) **Modifications/Counterfeits:** Offering or selling one or more products that are modified or counterfeit version(s) of any or all B&W Products, unless, in the case of modifications only, each such modification is expressly approved in advance by B&W Notice.

6. The Grandfathered Conduct Exemption. Provided that a Dealer otherwise complies with this Policy, such Dealer does not violate it by conduct that, as determined by B&W, cannot reasonably be modified prior to the Policy Effective Date or the effective date of a change in the MRP(s), the Covered Products, the Usage Policies or this Policy until such time that it is reasonable to modify such conduct (as determined by B&W) to be consistent with this Policy, as long as, if this Policy was in place at the time such conduct occurred, it complied with the then-current terms thereof (the “**Grandfathered Conduct Exemption**”).

7. Additional Ways to Violate this Policy. Except as expressly authorized or directed by B&W Notice or otherwise permitted by this Policy or to the extent limited to the Covered Products as provided herein, a Dealer (directly or through another party on behalf or for the benefit of such Dealer) engaging in any or all of the following conduct (or the substantive equivalent thereof) in connection (directly or indirectly) with the offering or sale of any or all B&W Products will be deemed to be a violation of this Policy:

(a) **MRP Descriptions:** In connection with the offer or sale of any or all of the Covered Products, stating or implying that it is or they are subject to the MRP Policy or any policy or practice affecting minimum advertised or minimum resale or retail price;

(b) **Auctions:** Offering or selling any or all of the Covered Products in an auction environment, such as, but not limited to, on an online auction site (e.g., eBay) or any site using an auction, make-an-offer or best-offer format, except that such Dealer may offer or sell on such site as long as (i) it does so in that or those portion(s) other than the auction environment of such site and (ii) such site is not subject to Disapproval Notice;

(c) **Failure to Exclude:** Except as otherwise permitted by this Policy, the failure to expressly exclude each relevant Covered Product from each general offer or sale by such Dealer involving a Financial Incentive that takes or after application takes the Net Adjusted Price below the relevant MRP(s) (e.g., “Save 20% on all towing equipment”);

(d) **Sign-up Discounts:** Each offer of a Financial Incentive for (i) sign-up by an end user (whether email or text sign-up, new customer sign-up or lapsed customer sign-up), (ii) referral of an end user or (iii) the substantive equivalent of any or all of these terms or concepts;

(e) **Action Invitations:** Providing an invitation to click, rollover, call, email, visit a location (such as a website, store or showroom) or otherwise communicate to obtain a price, coupon code or the substantive equivalent for any or all of the Covered Products;

(f) **Pick-up Discounts:** Offering or furnishing one or more pick-up discounts or the substantive equivalent, unless such offering or furnishing does not take Net Adjusted Price below the relevant MRP(s);

(g) **Group Pricing:** With respect to the Covered Products, the offer or sale to group purchasers, except at price(s) no less than each applicable MRP;

(h) **Trade-ins:** Advertising or promoting a trade-in offer or applying a trade-in Financial Incentive for one or more B&W Products or any other product(s) in connection with or applicable to any or all of the Covered Products, regardless whether a specific trade-in price or value is advertised or promoted;

(i) **Failure to Itemize:** On any and all proposals, quotations, contracts, invoices and receipts provided to or prepared for the benefit of any or all of such Dealer's potential and actual customers in connection with the offer or sale of any or all of the Covered Products (individually and collectively, **"Customer Communication"**), the failure of such Dealer to itemize the price charged for each of the products and services shown, referred to or otherwise included on or in such Customer Communication, regardless whether such Customer Communication contains any reference(s) to any of the Covered Products;

(j) **Audit Compliance.** Failure to promptly provide information requested by B&W or otherwise cooperate with B&W in auditing compliance by such Dealer or others with this Policy or otherwise, which audit(s) may include without limitation one or more representatives of B&W during normal business hours (i) appearing at the place(s) of business of such Dealer and examining books and records related to such compliance and (ii) interviewing relevant personnel; and

(k) **Circumvention:** Each tactic which B&W determines is intended to circumvent application or operation of this Policy.

8. Consequences of Violating this Policy. One or more of the following will occur following verification by B&W to its satisfaction that a Dealer has violated this Policy (if, in the view of B&W, the nature or severity of a violation is sufficient, the penalty for the Second or Third Violation may be applied anytime):

Violation	Consequences
First Violation	B&W will provide notice of the First Violation to such Dealer and may request that such Dealer remove or stop, or cause to be removed or stopped, such violation within the time period specified in such notice (regardless whether any action need be taken, a violation has been accrued).
Second Violation	Effective as of the date specified in notice from B&W to such Dealer and continuing for the next ninety (90) days, the authorization of such Dealer to purchase any or all B&W Products will be immediately revoked by B&W, so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer.
Third Violation	Effective as of the date specified in notice from B&W to such Dealer and continuing until B&W provides notice to such Dealer otherwise, if ever, the authorization of such Dealer to purchase any or all B&W Products designated by B&W (the "Designated Products") will be immediately revoked by B&W, so that all pending orders (even if accepted) from such Dealer will be cancelled and no new orders will be accepted from such Dealer for any or all of the Designated Products.

9. Buyback. In the event that a Dealer violates this Policy, such Dealer, if so notified by B&W, will be deemed to have sold to B&W or its designee(s) all or any part of such Dealer's inventory of B&W Products (free of all liens, claims and encumbrances) identified by B&W or such designee(s) at the price such Dealer paid or is due for such identified inventory, less a restocking charge of fifteen percent (15%) of such price. In addition, such Dealer will pay the freight and all related charges to ship such identified inventory (if and as directed to do so by B&W). Such Dealer will make such identified inventory available to B&W or such designee(s) (promptly after B&W requests such Dealer to do so) for inspection, repurchase and shipment. At the option of B&W, such Dealer may be compensated for such identified inventory by credit to such Dealer's account in the amount paid or owed.

10. Treatment of Violations. If a Dealer fails to remove or stop, or cause to be removed or stopped, a violation within the time period specified by B&W in the notice of such violation, such failure will be a subsequent violation of this Policy. Each violation of this Policy is cumulative. Except as otherwise provided in this Policy, the consequences of each violation can take effect regardless whether the consequences for the preceding violation(s) are still running. The same act(s) or failure(s) to act may result in multiple violations.

11. Do-Not-Sell List. For each Dealer purchasing any or all B&W Products from one or more of the Distributors, this Policy will be enforced through a Do-Not-Sell List.

12. Certain Definitions. For purposes of this Policy:

(a) the **"B&W Intellectual Property"** means trademarks, trade names, service marks, trade dress, copyrights, logotypes, Domains, URLs, images, artwork, designs, copy, data, data bases, marketing information, trade secrets, confidential information and anything else in which B&W or its designee(s) claim(s) rights, regardless whether steps have been taken to register such rights with any government authority or private registrar;

(b) **"B&W Notice"** means notice from B&W to a Dealer provided or made available electronically or otherwise, such as, but not limited to, posting on one or more websites designated by B&W;

(c) **"Bundle"** (in the plural, **"Bundles"**) means a combination of one of the B&W Products with one or more (i) other B&W Products or (ii) other products offered or sold together (as determined by B&W);

(d) **"Conventional Advertising"** means newspapers, magazines, rotos, direct mail, catalogs, radio, television, signs and each other medium so designated by B&W;

(e) **"Dealer"** (in the plural, **"Dealers"**) means an individual or entity located in either or both of the United States of America (**"USA"**) and Canada that (i) promotes and sells one or more products offered by B&W regardless of brand (collectively, **"B&W Products"**) to any or all actual or potential end user purchasers (collectively, **"end users"** and individually, an **"end user"**), whether doing so directly or through another party that does such things as advertise or fulfill orders on behalf of such individual or entity, or (ii) is a Distributor, but only to the extent, if any, that such Distributor performs as a Dealer;

(f) **"Disapproval Notice"** means B&W Notice that disapproves of one or more uses, certain conduct or otherwise;

(g) the **"Distributors"** (**"Distributor"** in the singular) means, collectively, each individual or entity designated as such by B&W Notice (unless and until such notice is provided by B&W, each individual and entity otherwise permitted by B&W to sell to one or more Dealers will be considered a Distributor);

(h) **“Domains”** means domain names, subdomains and the substantive equivalent;

(i) **“Do-Not-Sell List”** means B&W Notice which indicates that (i) one or more individuals or entities are not authorized by B&W to promote or sell B&W Products or (ii) the authorization of a Dealer to promote and sell B&W Products has been revoked in whole or part with respect to all such products or revoked only with respect to certain of such products.

(j) **“Electronic Content”** means information that (i) can be accessed by an internet browser or the substantive equivalent, including, but not limited to, (A) internet shopping sites, (B) marketplaces and (C) comparison search engines (CSEs) to which a Dealer supplies Price Information (e.g., Google Shopping, Rakuten, eBay, Amazon and PriceGrabber); (ii) is provided by or through one or more applications (apps) for mobile devices (e.g., tablets and smartphones), including, but not limited to, social media apps (e.g., Twitter, Instagram and Facebook) and mobile gaming platforms; or (iii) is furnished by or through (A) electronic solicitations or other electronic communications (e.g., robocalls, caller-on-hold and other audio recordings, messaging (such as SMS (text), MMS (multimedia) and IM (instant)), webcasts, email and online or other electronic chats), (B) electronic advertisements (such as email newsletters, pop-ups and banners) or (C) the substantive equivalent;

(k) **“Gift Cards”** (**“Gift Card”** in the singular) means prepaid store value money cards, other forms of store credit or the substantive equivalent typically issued by a Dealer or a bank to be used as an alternative to cash for purchases;

(l) **“negligently”** means should have known (as determined by B&W);

(m) **“offering”** and its variants means making available in any way, whether through advertising, promotion, proposal or otherwise and regardless of place or medium used and whether doing so face-to-face, in-store, online, through a catalog or in any other manner;

(n) **“Price Information”** means information regarding price, whether express or implied, such as a discrete price, price formula, reference to price or anything related to price (e.g., representations or inferences regarding savings, discount(s) or value) and the substantive equivalent;

(o) the **“Special Accounts”** means, collectively, each individual or entity so designated by B&W Notice;

(p) **“substantive equivalent”** means as determined by B&W;

(q) **“URLs”** means Uniform Resource Locators; and

(r) the **“Usage Policies”** means policies made available by B&W through B&W Notice regarding (i) the use of the B&W Intellectual Property and (ii) uses, depictions or other references of or to any or all B&W Products (including without limitation those policies relating to format and content).

11. Additional Provisions. Effective as of the Policy Effective Date, this Policy supersedes and cancels each other policy applicable to each Dealer from B&W for any or all B&W Products, if any, regarding minimum advertised price (MAP), minimum resale price or, to the extent covered by this Policy, the advertising and marketing matters referred to herein. For any reason(s) deemed appropriate by B&W (including without limitation based on the request of a Dealer for B&W to consider such things as, but not necessarily restricted to, limited-time promotional offers for a Dealer event or otherwise), but in no case other than as the unilateral decision of B&W, this Policy may be modified, extended, waived, suspended, discontinued or rescinded in whole or part by B&W Notice at any time (including without limitation during any B&W-designated promotional period(s)), with such action(s) effective immediately or as otherwise described by B&W. If B&W negotiates a price or prices with an end user that is or are less than the MRP(s) and provides a Dealer the opportunity to fulfill one or more orders at such price(s), acceptance by such Dealer of such opportunity will not constitute a violation of this Policy.

The availability of any or all items of B&W Products may be changed by B&W anytime, in which case, any or all of B&W, each Distributor and each other individual or entity supplying a Dealer may without liability or penalty (a) cancel all pending orders (even if accepted) from a Dealer for such changed item(s) and (b) refuse to accept any new orders from a Dealer for such item(s). Unless B&W designates otherwise, for purposes of compliance with this Policy, each business (regardless of the name(s) used and location(s)) directly or indirectly owned, operated or associated with a Dealer (as determined by B&W) will be considered part of such Dealer, so that each violation by any such business will be aggregated with that or those of each other such business and attributed to such Dealer. If the approval of B&W under this Policy is sought by a Dealer, the failure to obtain it no later than seven (7) days after receipt by B&W of such request will be deemed to be a disapproval of each thing for which such approval is sought.

Regardless whether expressly indicated in this Policy, each notice referred to herein (including without limitation B&W Notice): (a) may, as determined by B&W, be given in writing or electronically and (b) will be considered to be received as designated by B&W. The Explanation (which also may be referred to as “Frequently Asked Questions,” “FAQs” or the substantive equivalent), if any, accompanying or associated with this Policy is intended to help answer questions in connection with it, but is not part of this Policy. In the event of any disagreement over the interpretation or enforcement of this Policy, the view of B&W will control.

If B&W determines that a Dealer does not qualify for or abused any or all of the MRP Policy Exemptions and the Grandfathered Conduct Exemption, such exemption(s) with respect to such Dealer will be deemed withdrawn by B&W retroactive to the Policy Effective Date or such other date specified by B&W. Except in extraordinary circumstances, B&W will not consider any requests for other exemptions. The consequences of violating this Policy are non-exclusive and do not limit or waive in any way the legal, equitable and other remedies available to B&W, particularly for conduct relating to the B&W Intellectual Property. If applicable law contains any requirement or prohibition that is inconsistent with this Policy, B&W may, effective as designated by B&W, add or substitute such requirement, otherwise accommodate such prohibition or rescind this Policy in whole or part without liability.

B&W will not discuss any conditions of acceptance related to this Policy. In addition, B&W neither solicits, nor will it accept, any assurance of compliance with this Policy. Notwithstanding anything to the contrary which may be expressed or implied in or by one or more agreements between a Dealer and B&W, a Dealer and a Distributor or otherwise, nothing therein shall constitute an agreement by such Dealer to comply with this Policy, as, among other things, this Policy is not and should not be construed to be one of the B&W Policies (as such term or the substantive equivalent is or may be used in any or all of such agreements or otherwise) for which such compliance is mandatory.

12. [Questions, Additional Information or Information Regarding Potential Violations](#). All questions or requests for additional information regarding this Policy and all information regarding potential violations of this Policy must be in writing and are to be addressed to the following person at B&W responsible for this Policy ("**Policy Administrator**"):

Ms. Christina Umbarger
Policy Administrator
B&W Custom Truck Beds, Inc.
1216 Hawaii Road
P.O. Box 186
Humboldt, KS 66748 USA
email: christinaumbarger@turnoverball.com

Only the Policy Administrator or the Policy Administrator's designated representative(s) is or are authorized by B&W to answer questions regarding this Policy, to comment on this Policy or to accept information regarding potential violations. Except for the Policy Administrator and such representative(s), no B&W employee or independent sales representative has authority to comment upon or to take any action under this Policy.

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