



MAXIMUM VALUE PROGRAM AUTHORIZED DEALER PRICING POLICY

As part of its Maximum Value Program, B&W Trailer Hitches, a division of B&W Custom Truck Beds, Inc., ("B&W") has unilaterally determined to implement this Authorized Dealer Pricing Policy (this "Policy") effective as of June 1, 2009 (the "Effective Date"). This Policy is applicable to each B&W authorized dealer located in the United States of America (the "USA") receiving this Policy or to or for which this Policy is made available or intended (individually, a "Dealer") with respect to each of the branded and private label products (individually, a "MVP Product" and collectively, the "MVP Products") for which a minimum resale price (a "MVP Price") is communicated or made available to such Dealer by B&W Notice (as defined below).

Violations of this Policy

Although each Dealer remains free to establish its own resale prices, after B&W verifies to its satisfaction that a Dealer has violated this Policy, B&W will, without assuming any liability, immediately revoke the authorization of such Dealer (the "Violator") to purchase the Affected Products (as defined below). A Dealer may violate this Policy in either or both of two ways:

- By offering (whether through quotation, advertising, promotion or otherwise and regardless of place or medium used), by selling (whether in-store, on-line (in or out of the cart, if any), through a catalog or otherwise) or by otherwise providing (except in exchange for bona fide returns) one or more of the MVP Products in the USA during the Policy Period at a net adjusted price (as defined below) less than its respective then-current MVP Price established by B&W.
- Except as otherwise expressly permitted by this Policy, by: (a) offering, selling or providing (regardless of price) one or more of the MVP Products during the Policy Period on an Internet auction site (such as eBay or any other site which allows or conducts auctions or accepts bids) or (b) knowingly or negligently selling or providing on consignment to any individual(s), entity or entities who or which offer(s), sell(s) or provide(s) (regardless of price) one or more of the MVP Products on such a site.

For purposes of this Policy, the "Policy Period" with respect to a Dealer means the time period beginning on the Effective Date and ending on the termination date described in a future notice to such Dealer from B&W, whether in hardcopy or electronic form or posted on www.mvp.turnoverball.com or another website designated by B&W (individually and collectively, "B&W Notice").

Result of Violation

Effective as of the date of the revocation of authorization, all pending orders from the Violator for any of the Affected Products will be cancelled and no new orders for any of the Affected Products will be accepted. At the same time, the Violator's authorization from B&W to purchase B&W products other than the Affected Products is not changed. For purposes of this Policy, the "Affected Products" means all of the products which are part of the same product family as that of the product where the violation occurred, so that a violation of this Policy with respect to any product sold in one of the following three families—(a) Turnover Ball Gooseneck Hitch, (b) Companion 5th Wheel Hitch or (c) B&W Tow & Stow Receiver Hitch®—will mean a loss of all the products sold in that family. B&W also may exclude certain products (such as particular accessories) from the definition of the Affected Products.

Inventory Repurchase

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 the Affected 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.



Calculation of Net Adjusted Price

For purposes of this Policy, "net adjusted price" means the lower of the price at which a MVP Product is offered by a Dealer to a customer (potential or actual) or that actually paid to a Dealer for a MVP Product by such Dealer's customer after:

- taking into account all discounts, deductions, rebates and allowances given to such customer (regardless of source, whether given or taken at the time of sale or otherwise and considered by B&W to be part of such offer or sale);
- excluding, if paid by such customer, all applicable taxes and all shipping, delivery and installation charges (However, if such Dealer pays any or all of such taxes and charges that otherwise would be paid by such customer, the amount paid by such Dealer will be considered a discount, except as otherwise expressly provided in this Policy.);
- subtracting, in the case of free goods or services and similar benefits for such customer provided or made available by such Dealer, the fair market value (as determined by B&W) of all such goods, services and benefits (regardless of source, whether given or taken at the time of sale or otherwise and considered by B&W to be part of such offer or sale); and
- subtracting, in the case of reduced-price goods and services and similar benefits for such customer provided or made available by such Dealer, the difference between: (a) the fair market value (as determined by B&W) of all such goods, services and benefits (regardless of source, given or taken at the time of sale or otherwise and considered by B&W to be part of such offer or sale) and (b) the amount to be paid or actually paid for such goods, services and benefits.

Certain Free or Reduced-Price Services Not Considered Discounts

Notwithstanding anything to the contrary in this Policy, any or all of the following services may be offered or provided by a Dealer for free or at a reduced price without it or them being considered to be a discount when offered or provided in connection with a purchase that includes at least one of the MVP Products, as long as the value thereof is reasonable (as determined by B&W):

- Payment by such Dealer of some or all actual shipping or delivery charges for any or all of such purchase
- Delivery by such Dealer of some or all of the MVP Products included in such purchase
- Installation by such Dealer of some or all of the MVP Products included in such purchase
- Removal and disposal by such Dealer of any or all of the product(s) replaced with such purchase

eBay or Similar Websites

Notwithstanding anything to the contrary in this Policy, a Dealer may offer and sell any or all of the MVP Products on eBay or similar websites which are acceptable to B&W, as long as each such offer and each such sale is made: (a) through such Dealer's storefront and (b) at a "buy-it-now" price or, as determined by B&W, the equivalent type of price. All other aspects of this Policy apply to such offers and sales, including without limitation each corresponding MVP Price.

Additional Restrictions

If a Dealer (directly or through another party on behalf or for the benefit of such Dealer) in connection (directly or indirectly) with the offering or sale of any or all of the MVP Products invites or in any other way encourages any or all of such Dealer's potential customers and customers to call, e-mail or otherwise communicate to obtain a price and such price is less than one or more of the MVP Prices (as determined by B&W), such conduct will be deemed to be a violation of this Policy with the same effect as advertising, promoting, offering, selling or otherwise providing each of the MVP Products associated with such conduct at less than its respective MVP Price.



Failure to Itemize as a Violation

The failure of the Dealer to itemize on any or all proposals, quotations, contracts and invoices provided to or prepared for the benefit of any or all of such Dealer's potential customers and customers the price charged for each of the products and services shown or referred to on such proposal(s), quotation(s), contract(s) or invoice(s) will be deemed to be a violation of this Policy with the same effect as advertising, promoting, offering, selling or otherwise providing each of the MVP Products in connection with such use at less than its respective MVP Price.

Exemptions

As long as a Dealer does not otherwise violate this Policy, such Dealer offering or selling to a potential customer or customer one or more of the MVP Products after the Effective Date below its respective MVP Price is exempt from this Policy and will not violate it, if such offering or selling is due to any or all of the following done by such Dealer:

(a) Each potential sale or sale

- to an employee of such Dealer for personal (non-commercial) use on or with his or her own vehicle, provided that such sale is reasonable (as determined by B&W);
- of one or more of the MVP Products with minor cosmetic defects (as determined by B&W) or which cannot be sold as new because they are floor models or are used; and
- of a product that is or was one of the MVP Products, but has been discontinued by B&W;
- to a unit of government or a not-for-profit entity for its own use; and

(b) Existing Marketing Efforts.

For purposes of this Policy, "Existing Marketing Efforts" means: (i) bona fide advertising and promotional materials (including without limitation printed catalogs) that cannot reasonably be modified prior to the Effective Date (such exemption is effective until such time that it is reasonable to revise such materials to be consistent with this Policy); (ii) a bona fide contract between such Dealer and a customer, provided that such contract is in writing and becomes or became effective no later than the Effective Date; and (iii) a bona fide written proposal from such Dealer made prior to the Effective Date that is accepted by a customer in writing no later than fifteen (15) days after the Effective Date, provided that each of the MVP Products subject to such accepted proposal will be delivered to such customer no later than thirty (30) days after the Effective Date.

If such Dealer otherwise violates this Policy or B&W determines that such Dealer does not qualify for or abused any or all of these exemptions, such exemptions will be deemed withdrawn by B&W retroactive to the Effective Date. Except in extraordinary circumstances, B&W will not consider any requests for other exemptions.

Additional Policy Terms and Conditions

This Policy and each MVP Price may be modified, extended, suspended, discontinued or rescinded in whole or part by B&W Notice at any time (including without limitation during any B&W promotional period(s)), with such action(s) effective immediately or as otherwise described by B&W. If B&W negotiates a price with a customer that is less than the MVP Price and offers a Dealer the opportunity to fulfill a contract at such price, acceptance by such Dealer of such opportunity will not constitute a violation of this Policy. The Explanation, if any, accompanying or referring to 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, B&W's view will control.

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, 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 is or may be used in any or all of such agreements) with respect to which compliance is mandatory.



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

Questions, Additional Information or Information Regarding Potential Violations

All questions or requests for additional information regarding this Policy or information regarding potential violations of this Policy (which must be in writing) are to be addressed to the following person (the "Policy Administrator"):

Christina Umbarger
MVP Administrator
B&W Custom Truck Beds, Inc.
1216 Hawaii Road
P.O. Box 186
Humboldt, KS 66748
Voice: (620) 473-3664
Fax: (620) 473-3766
christinaumbarger@turnoverball.com

Only the Policy Administrator or her 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.