

**LIPPERT AUTOMOTIVE AUTHORIZED DEALER POLICY
FOR THE UNITED STATES
Effective Date: January 1, 2022**

This Lippert Automotive Authorized Dealer Policy for the United States ("Dealer Policy") is issued by LCI Industries, Inc. and CURT Manufacturing, LLC, along with their subsidiaries and affiliates, doing business as Lippert Automotive ("Lippert Automotive" or "us" or "we") and applies to Authorized Dealers in the United States of America of Lippert Automotive towing and truck accessory product brands, which includes, but is not limited to, CURT, ARIES, LUVERNE, RETRAC, UWS, and Ranch Hand branded products, and a list of which may be found at lci1.com/brands/ ("Product(s)"). By purchasing Products from us or an Authorized Distributor of the Products for resale to End Users (as defined below), you ("Dealer" or "you" or "your") agree to adhere to the following terms.

1. **Authorized Customers.** Dealer is authorized to sell Products only to End Users in the United States. An "End User" is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party in an uninstalled state. Dealer shall not sell or transfer Products to any person or entity Dealer knows or has reason to know intends to resell the Products in an uninstalled state (this includes B2B accounts, wholesalers, and drop-shippers for other resellers). Dealer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Dealer shall not sell, ship, or promote the Products outside the United States of America without our prior written consent.

2. **Process to Become Authorized For Online Sales.**

(a) ***Dealers are required to obtain Lippert Automotive's separate written consent via the Lippert Automotive Online Seller Application or Agreement or other formal written means in order to be "authorized" to offer for sale and sell the Products on any online forum. Without such authorization, Dealer's Product sales are only authorized for brick-and-mortar pursuant to the terms of this Dealer Policy.***

(b) If you have not been previously authorized to sell the Products online but would like to be considered for online sales, please contact us at policyadmin@curtgroup.com.

(c) ***If you believe you have been previously authorized by Lippert Automotive to sell the Products on any online forum via the Online Seller Application or Agreement or other formal written means, please immediately disclose Lippert Automotive at policyadmin@curtgroup.com all URLs used to offer for sale or sell the Products. Such disclosure will enable Lippert Automotive to review its records related to the same. Any prior online sales authorizations granted by CURT Manufacturing LLC via the Online Seller Application and Agreement must continue to be in compliance with said terms. Notwithstanding the foregoing, you are not authorized to sell the Products via a third-party storefront on any online marketplace (including, but not limited to, Amazon, eBay, Sears Marketplace, and Walmart Marketplace) without Lippert Automotive's prior written consent; any such consent granted prior to the effective date of this Dealer Policy is hereby revoked.*** We reserve the right to terminate, at any time and in our sole discretion, our approval for Dealer to sell Products on any or all online forums, and Dealer must cease all sales on such online forums, immediately upon notice of such termination.

3. **Sales Practices.** Dealer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Dealer shall not make any warranties or representations concerning the Products except as expressly authorized by us. Dealer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Dealer's business and/or (b) related to the marketing and sale of the Products. Dealer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of us or our Products. Dealer shall not advertise Products not carried in inventory. Dealer shall only purchase Products from us or Authorized Distributors of the Products.

4. **Product Care, Customer Service, and Other Quality Controls.** Dealer shall comply with the Lippert Automotive Product Care, Customer Service, and Other Quality Controls, attached as Exhibit B, as we may amend from time to time.

5. **Intellectual Property.**

(a) Dealer acknowledges and agrees that we or our licensors own all proprietary rights in and to our brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Lippert Automotive IP"). Dealer is granted a limited, non-exclusive, non-transferable, revocable license to use the Lippert Automotive IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Dealer's status as an Authorized Dealer. All goodwill arising from Dealer's use of the Lippert Automotive IP shall inure solely to the benefit of us or our licensors.

(b) Dealer's use of the Lippert Automotive IP shall be in accordance with any guidelines that may be provided by us from time to time, including the guidelines accessible at <https://www.lci1.com/brand-guidelines> as Lippert Automotive may amend from time to time, and must be commercially reasonable as to the size, placement, and other manners of use. We reserve the right to review and approve, in our sole discretion, Dealer's use or intended use of the Lippert Automotive IP at any time, without limitation. In marketing the Products, Dealer shall only use images of Products either supplied by or authorized by us and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Dealer shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Product name or any trademark owned by or licensed to Lippert Automotive, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Lippert Automotive.

6. **Relationship to Other Policies and Agreements.** Except as provided herein, this Dealer Policy, supersedes any reseller, dealer, or retailer agreement or policy you may have on Lippert Automotive's terms or on CURT Manufacturing, LLC's terms and supplements any then-current retailer, dealer, or reseller agreement between you and Lippert Automotive on your terms.

7. **Compliance Review.** We may review Dealer's activities for compliance with this Dealer Policy, and Dealer agrees to cooperate with any such investigation, including, but not limited to, permitting inspection of your facilities and records related to the sale of the Products.

8. **Authorized Dealer Status.** Upon our approval of you to be an Authorized Dealer, until such status is otherwise revoked by Lippert Automotive in Lippert Automotive's sole and absolute discretion, Dealer shall be considered an "Authorized Dealer." We reserve the right to terminate Dealer's status as an Authorized Dealer with written or electronic notice. Upon termination of your status as an Authorized Dealer, Dealer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Dealer is an Authorized Dealer of Lippert Automotive Products or has any affiliation whatsoever with Lippert Automotive; and (iii) using all Lippert Automotive IP.

9. **Modification.** We reserve the right to update, amend, or modify this Dealer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Dealer's continued use, advertising, offering for sale, or sale of the Products, use of the Lippert Automotive IP, or use of any other information or materials provided by us to Dealer will be deemed Dealer's acceptance of the amendments.

EXHIBIT A
LIPPERT AUTOMOTIVE
PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Lippert Automotive regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight.
2. Sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging. To the extent Products are installed on behalf of an End User, retain all Product materials included in the original Product packaging and with the Products, and provide such materials to the End User.
4. Do not advertise or resell as “new” any Product that has been returned opened or repackaged.
5. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Lippert Automotive at techsupport@curtgroup.com.
6. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection, fit, installation, proper use, fit installation, competing similar products, and standard protocols and features of the Products, as well as any applicable warranty or return policy. Be available to respond to customer questions and concerns both before and after sale of the Products and respond to customer inquiries promptly.
7. Except for a drop-shipment arrangement with (i) Lippert Automotive whereby Lippert Automotive or a Lippert Automotive-approved third party ships Products on your behalf, or (ii) an Authorized Distributor whereby the Authorized Distributor ships Products on your behalf, to customers who order Products (including orders through the Permissible Public Website(s)), under no circumstances permit orders to be fulfilled in any way that results in the shipped Product coming from inventory other than your own.
8. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Lippert Automotive. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Lippert Automotive reserves the right to request additional information regarding the use of third-party logistics providers and prompt provision of such information to Lippert Automotive is required. Cooperate with Lippert Automotive in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. Cooperate with Lippert Automotive with respect to any Product tracking systems that may be implemented from time to time.
10. Cooperate with Lippert Automotive with respect to any Product recall or other consumer safety information dissemination efforts.
11. Report to Lippert Automotive any customer complaint or adverse claim regarding the Products and assist Lippert Automotive in investigating any such complaints or adverse claims.
12. Cooperate with Lippert Automotive in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.