

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

This Lippert Automotive Authorized Distributor Policy for the United States ("Distributor 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 Distributors 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 Lippert Automotive for distribution to Authorized Dealers (as defined below), you ("Distributor" or "you" or "your") agree to adhere to the following terms.

1. Authorized Customers.

(a) Distributor is authorized to sell Products purchased from Lippert Automotive only to Authorized Dealers in the United States. An "Authorized Dealer" is an individual or business entity that:

- (i) purchases Products from a Lippert Automotive Authorized Distributor and resells the Products as part of a commercial enterprise;
- (ii) has received and abides by the Lippert Automotive Authorized Dealer Policy for the United States (the "Dealer Policy"); and
- (iii) has not had its Authorized Dealer status revoked by Lippert Automotive or been identified by Lippert Automotive as ineligible to become an Authorized Dealer.

(b) If any customer or prospective customer of Distributor is not yet an Authorized Dealer, Distributor shall immediately provide the Dealer Policy to such customer/prospective customer. If such customer/prospective customer accepts the terms in the Dealer Policy, Distributor may thereafter sell Products to such customer unless and until Lippert Automotive revokes such customer's "Authorized Dealer" status. Authorized Dealers are determined by Lippert Automotive in its sole discretion.

(c) Pursuant to the terms of the Dealer Policy, your Authorized Dealer customers are not permitted to sell the Products on any online forum (including online marketplaces such as Amazon and eBay) without the separate written consent of Lippert Automotive. Direct all inquiries by your customer/prospective customers desiring to sell the Products on any online forum to policyadmin@curtgroup.com.

(d) Notwithstanding anything to the contrary in this Distributor Policy, Distributor shall not sell Products to any entity that operates a third-party marketplace website, including, but not limited to, Amazon, Sears, Target, or Walmart.

(e) Distributor shall not sell Products to End Users without Lippert Automotive's prior written consent. 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.

(f) Distributor shall cease or suspend sales to any customer promptly upon request of Lippert Automotive.

(g) Distributor shall not sell, ship, or promote the Products outside of the United States of America or to anyone Distributor knows or has reason to know intends to sell, ship, or promote the Products outside of the United States of America without Lippert Automotive's prior written consent.

(h) Distributor shall distribute policies, updates to policies, Product information, educational materials, and other information to its Authorized Dealer customers as requested by Lippert Automotive from time to time.

2. **Online Sales.** Distributor shall not offer for sale or sell the Products on or through any Publicly Accessible Website without the prior written consent of Lippert Automotive.

(a) A “Publicly Accessible Website” is a website, online marketplace, mobile application, or other online forum that advertises Products or offers Products for sale and displays Product pricing information in a location that can be viewed by a prospective customer without creating an account and logging in.

(b) **All third-party online marketplace websites (including, but not limited to, Amazon, eBay, Sears Marketplace, and Walmart Marketplace) are Publicly Accessible Websites. Sales on these websites are prohibited without Lippert Automotive’s prior written consent.**

(c) A website operated by Distributor to facilitate orders from Authorized Dealers that requires the Authorized Dealer to obtain an account and log in to view Product listings and pricing information is not considered a Publicly Accessible Website.

(d) The terms of this Distributor Policy supersede any prior agreement between Distributor and Lippert Automotive or CURT Manufacturing, LLC regarding the sale of the Products online. Any authorization previously granted to Distributor by Lippert Automotive or CURT Manufacturing, LLC to sell the Products on or through a website, mobile application, or other online forum is hereby revoked.

3. **Sales Practices.** Distributor 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. Distributor shall not make any warranties or representations concerning the Products except as expressly authorized by Lippert Automotive. Distributor shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Distributor’s business and/or (b) related to the marketing and sale of the Products. Distributor shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Lippert Automotive or the Products. Distributor shall not advertise Products not carried in inventory.

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

5. **Intellectual Property.**

(a) Distributor acknowledges and agrees that Lippert Automotive or its licensors own all proprietary rights in and to the Lippert Automotive brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the “Lippert Automotive IP”). Distributor 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 Distributor’s status as an Authorized Distributor. All goodwill arising from Distributor’s use of the Lippert Automotive IP shall inure solely to the benefit of Lippert Automotive or its licensors.

(b) Distributor’s use of the Lippert Automotive IP shall be in accordance with any guidelines that may be provided by Lippert Automotive 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. Lippert Automotive reserves the right to review and approve, in its sole discretion, Distributor’s use or intended use of the Lippert Automotive IP at any time, without limitation. In marketing the Products, Distributor shall only use images of Products either supplied by or authorized by Lippert Automotive and shall ensure that all Product images and descriptions are accurate and up to date.

(c) Distributor shall not create, register, or use any domain name, social media screenname, or mobile application name that contains any Lippert Automotive Product name or any trademark owned

by or licensed to Lippert Automotive, nor a misspelling or confusingly similar variation of any Lippert Automotive Product name or any trademark owned by or licensed to Lippert Automotive.

6. **Relationship to Other Policies and Agreements.** This Distributor Policy supplements any then-current wholesaler or distribution agreement between you and Lippert Automotive and supersedes any wholesaler or distribution agreement you may have on Lippert Automotive's terms or CURT Manufacturing, LLC's terms.

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

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

9. **Modification.** Lippert Automotive reserves the right to update, amend, or modify this Distributor Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Distributor'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 Lippert Automotive to Distributor will be deemed Distributor'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 Lippert Automotive whereby Lippert Automotive or a Lippert Automotive-approved third party ships Products on your behalf to customers who order Products, 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.