

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

This Lippert Automotive Authorized Retailer Policy for the United States ("Retailer 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 Retailers 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 resale to End Users (as defined below), you ("Retailer" or "you" or "your") agree to adhere to the following terms.

1. **Authorized Customers.** Retailer 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. Retailer shall not sell or transfer Products to any person or entity Retailer 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). Retailer shall not sell or transfer a quantity of the Products to any individual greater than that typically purchased for personal use. Retailer shall not sell, ship, or promote the Products outside the United States of America without our prior written consent.

2. **Online Sales.**

(a) Retailer is authorized to offer for sale and sell Products through Permissible Public Websites in accordance with the terms herein. A "Permissible Public Website" is a website or mobile application that:

- (i) is operated by Retailer in Retailer's legal name or registered fictitious name;
- (ii) is not a third-party storefront on an online marketplace (including, but not limited to, Amazon, eBay, Sears Marketplace, and Walmart Marketplace); and
- (iii) is operated in compliance with the terms and conditions set forth in the Lippert Automotive Online Sales Guidelines, attached as Exhibit A, as we may amend from time to time.

(b) **Retailer shall not offer for sale or sell Products on or through any website, online marketplace, mobile application, or other online forum other than a Permissible Public Website without our prior written consent.**

(c) We reserve the right to terminate, at any time and in our sole discretion, our approval for Retailer to sell Products on the Permissible Public Websites, and Retailer must cease all such sales on the Permissible Public Websites immediately upon notice of such termination. The terms of this Retailer Policy supersede any prior agreement between Retailer and us or CURT Manufacturing, LLC regarding the sale of the Products online.

3. **Sales Practices.** Retailer 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. Retailer shall not make any warranties or representations concerning the Products except as expressly authorized by us. Retailer shall comply with all applicable laws, rules, regulations, and policies (a) applicable to Retailer's business and/or (b) related to the marketing and sale of the Products. Retailer 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. Retailer shall not advertise Products not carried in inventory. Retailer shall only purchase Products from us.

4. **Product Care, Customer Service, and Other Quality Controls.** Retailer 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) Retailer 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"). Retailer 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 Retailer's status as an Authorized Retailer. All goodwill arising from Retailer's use of the Lippert Automotive IP shall inure solely to the benefit of us or our licensors.

(b) Retailer'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, Retailer's use or intended use of the Lippert Automotive IP at any time, without limitation. In marketing the Products, Retailer 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) Retailer 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 us, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to us.

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

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

8. **Authorized Retailer Status.** Until such status is otherwise revoked by us in our sole and absolute discretion, Retailer shall be considered an "Authorized Retailer." We reserve the right to terminate Retailer's status as an Authorized Retailer with written or electronic notice. Upon termination of your status as an Authorized Retailer, Retailer shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer 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 Retailer Policy at any time. Unless otherwise provided, such amendments will take effect immediately, and Retailer'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 Retailer will be deemed Retailer's acceptance of the amendments.

EXHIBIT A

LIPPERT AUTOMOTIVE ONLINE SALES GUIDELINES

1. The Permissible Public Websites must not give the appearance that they are operated by Lippert Automotive or any third party.
2. Anonymous sales are prohibited. Retailer's full legal name or registered fictitious name, mailing address, email address, and telephone contact must be stated conspicuously on the Permissible Public Websites and must be included with any shipment of Products from the Permissible Public Websites or in an order confirmation email sent at the time of purchase.
3. At Lippert Automotive's request, Retailer will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise the Permissible Public Websites.
4. The Permissible Public Websites shall have a mechanism for receiving customer feedback, and Retailer shall use reasonable efforts to address all customer feedback and inquiries received in a timely manner. Retailer agrees to provide copies of any information related to customer feedback (including any responses to customers) regarding the Products to Lippert Automotive for review upon request. Retailer agrees to cooperate with Lippert Automotive in the investigation of any negative online review associated with Retailer's sale of the Products and to use reasonable efforts to resolve any such reviews. Retailer shall maintain all records related to customer feedback for a period of one (1) year following the creation or submission of such a record, to the extent legally permitted. Nothing in this paragraph shall be construed to require Retailer to disclose identifying information about its customers to Lippert Automotive.
5. The Permissible Public Websites shall be in compliance with all applicable privacy, accessibility, and data security laws, regulations, and industry standards.
6. Retailer shall be responsible for all fulfillment to its customers who order Products through Permissible Public Websites, any applicable taxes associated with such purchases of Products, and any returns of Products.

EXHIBIT B

**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 (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.