

Long Range America, LLC (Idaho) Dealer Agreement

Ver 6 1-11-21

These terms and conditions apply to the sale of products by Long Range America to all dealers. The terms and conditions expressed herein supersede all earlier publications and agreements and become effective on all orders received upon/after agreement and are subject to change without notice. All prices are in U.S. dollars and do not include shipping or handling costs unless separately noted. A current copy of this document will be provided by email at time of initial dealer registration and with each update as released.

Definitions

- a) Long Range Automotive (“LRA”) of Lilydale, Australia is the manufacturer of the tanks offered under this agreement.
- b) Long Range America, LLC (Idaho) (“LRAM”) is the U.S. based distributor / exclusive agent for Long Range Automotive in North America.
- c) “Dealer” shall mean wholesale customer approving and signing this agreement; and
- d) “Products” shall mean all goods, including marketing material, available from Long Range America from time to time.

Active Account Status

- 1. LRAM requires the following for all new dealers **to establish dealer relationship:**
 - a. Purchase initial tank or tanks;
 - b. Provide necessary business and staff information to configure your account and support team;
 - c. Review product documentation and familiarize yourself with product;
 - d. Successfully install first tank, train customer and deliver tank; and
 - e. Support a customer review of product, installation, dealer experience and delivery.
- 2. LRAM requires the following for all dealers **to maintain dealer relationship:**
 - a. Make effort to sell and install at least 3 tanks per quarter on an annualized basis;
 - b. Maintain open and clear communications with LRAM management (Ward Harris or his delegate);
 - c. Work with LRAM in a collaborative manner and when required, assist dealer customers with service issues or warranty claims – either of LRA kit or dealer labor/services;
 - d. Immediately notify LRAM management in writing of any complaint, claim or issue with product or customer (Ward Harris via ward@longrangeamarica.com);

Authorized Dealer

Dealer agrees to meet all requirements in LRAM's Direct Dealer Program to maintain their status as an authorized LRAM Dealer. LRAM shall have the right to terminate this agreement immediately if the dealer violates any conditions as set forth. This agreement shall not be assignable by a dealer.

Change in Ownership or Sale of Business

Dealer agrees to notify LRAM within ten (10) days of any change in ownership or any sale of its business. LRAM Dealership is not transferable. Assuming business/shop owner needs to contact LRAM to discuss terms of dealership and set agreement.

Intellectual Property Statement

The dealer acknowledges LRA/LRAM's title to all product designs, illustrations, photography, design, graphics, images, logos, text and other materials related to the products to be copyrights, trademarks, registrations and intellectual property of LRA/LRAM or of its supplier partners. Use, duplication, reproduction, distribution, display or transmission of same without written permission of LRAM is prohibited unless used in the ordinary course of selling the products.

Prices

The prices quoted are subject to variation. All orders are accepted for delivery on the condition that goods will be invoiced at the prices ruling at the date of ordering. Prices quoted, unless otherwise stated, exclude:

- a) any taxes, duties or imposts
- b) cost of freight, insurance or other charges arising in the dispatch of the goods.

LRAM MAP (Minimum Advertised Price) Policy is that no LRAM product should be advertised online or in print advertisements for any price less than Retail. Failure to follow this policy will result in removal of discount and/or possible closure of account.

Taxes and Other Charges

The dealer is responsible for the ultimate payment of all federal, state, local, foreign, or provincial taxes, fees or charges which may be assessed or levied on or on account of goods sold to the dealer. Where LRAM has a legal obligation to collect such taxes, the invoice will specifically state such amounts. Where the dealer claims that this transaction is not subject to any such tax, or that the dealer is exempt, or that LRAM is not required to collect such tax, the dealer agrees to provide LRAM with any documentation necessary to support such a claim and to allow LRAM to document its decision not to collect such taxes.

Orders

Orders are accepted by email (sales@longrangeamerica.com). All orders must include dealer name, name of person placing order, purchase order number if required, part numbers and descriptions, quantities and shipping preference, along with name, mailing address, phone and email for the end purchaser. All drop ship orders must have complete shipping address with phone number and name of recipient. Incorrect addresses are the responsibility of the dealer

and the dealer will be charged a fee for goods rerouted or returned to LRAM. All orders are subject to acceptance by LRAM. LRAM rejects any terms and conditions contained in a dealer's purchase order or other business forms, when the dealer's terms and conditions are inconsistent with those of LRAM.

Production Orders

Product not in stock, in the United States, at the time of the initial order will be placed on production/ordered status and the dealer will be given a timeline for delivery.

Ability to Supply

Nothing in this agreement will require LRAM to supply goods if such goods are unavailable to LRAM for the provision to the dealer for any reason whatsoever. LRAM undertakes to provide the dealer with advice as to the non-availability of any goods as soon as LRAM in turn is advised as to that non-availability. Upon such advice being given by LRAM to the dealer, the dealer may rescind the contract or elect alternative goods in place of those being unavailable, however the dealer will not be able to require LRAM to supply the goods so ordered.

Claims

The dealer is responsible for inspecting packages upon arrival at their location. If a product appears to be damaged, the freight carrier must be notified at time of delivery. Any damaged freight claims must be filed directly by the dealer with the freight carrier.

Shortages

If a discrepancy is found in a shipment it must be reported within 2 working days of receipt from the recipient of the shipment, as the responsibility of LRAM ceases with safe delivery of product to the carrier. LRAM does not accept discrepancy claims from third parties.

Distribution Policy

LRAM has unilaterally adopted this distribution policy in an effort to enhance its products' reputation and sales. LRAM believes that it is essential that our products be promoted and sold to the public by high quality retail outlets that are committed to our products, fit with our products, meet our standards, and are willing to make significant sales and promotional efforts.

Business Hours

9:00am to 6:00pm MST, Monday through Friday, excluding Public Holidays.

Statement of Account

Accounts are to be conducted on a monthly basis. The month end closes on the last calendar day of the month and a statement will be forwarded shortly thereafter if required.

Payment Terms

LRAM accepts the following payment methods:

- Wire transfers
- Company Checks
- Cashier Checks

- Visa, MasterCard and Discover
- PayPal

Orders will not be shipped until the check has cleared and/or the funds have been deposited.

Default in Payment by the Dealer

Dealer agrees to pay reasonable fees, including attorney costs, incurred by collection of past due accounts. Where the dealer defaults in payment by the due date of any amount payable to LRAM then:

- a) all monies which would become payable by the dealer to LRAM become immediately due and payable without the requirement of any notice to the dealer and LRAM may, without prejudice take any other remedy available to it.
- b) the dealer's account with LRAM may be suspended.
- c) any unfulfilled contract by LRAM to the dealer may be cancelled. Orders will not be entered or shipped if an account is past due.

LRAM reserves the right to charge interest on any indebtedness so owed by the dealer to LRAM at the rate of 1.5% per month or part thereof, subject to federal, state and local laws. Such interest shall be added to the amount owed by the dealer to LRAM each and every month on the first day of that month.

Partners jointly liable for payment

The parties hereto agree that where the dealer is a partnership that LRAM may make suit against any or either of the partners without making suit against any or either of the other partners and in this regard all the other partners acknowledge that LRAM may in making a suit against one or any of them to the exclusion of the others, that LRAM is not in any way releasing any or all of the partners against whom the suit is not made and that any or all of the partners agree that such shall not be a defense to a statement of liquidation claim issued by Long Range America against any one or any of those parties.

Returns and Credits

All returned products must be pre-arranged with customer service. An RGA (Returned Goods Authorization) number will be issued which must be clearly and legibly marked in a prominent location on the outside of the package. Any returns without an RGA number or sent via C.O.D. will be refused and returned to the sender. Products not purchased directly from Long Range America will not be accepted. Pending approval, LRAM will accept returned products for credit, provided the product is unused, undamaged, in saleable condition, and is returned with a copy of the original invoice within 30 days of purchase. No refunds or credits will be given after 30 days has passed.

A 15% restocking fee will be charged on all returned goods. A re-boxing fee will be charged on all merchandise that requires repackaging. Allow at least 30 days for the processing of any returns. All credits will be applied towards future purchases unless prior arrangements have been made with Long Range America's President. No shipping and handling charges will be credited on returned products.

LRAM will not accept the return of special-order items - no exceptions. Any custom-made products made using customers specifications are non-refundable once an order is confirmed and are non-returnable.

Shipping Terms

All orders shipped are F.O.B. Stockton, California. Unless otherwise specified, all orders will be shipped the most economical way. Ground shipping typically reaches the destination within five to seven business days anywhere in the continental United States. Express shipping options are available upon request. All bumpers and shipments weighing 130 pounds, or more must be shipped via truck freight, which, depending on the location, can take up to seven business days. There is a \$10 minimum shipping and handling charge on all orders.

Once items are shipped LRAM is unable to discuss shipping information with the dealer. Shipping No.'s &/or Tracking No.'s are detailed on the invoice. If a shipping quote is required, a written request must be faxed or emailed to the shipping department before or during the order process. LRAM is not obliged to honor verbal shipping quotes.

Security Interest

The dealer agrees that LRAM shall retain a security interest in the goods to secure any portion of the purchase price not paid, and the dealer will, on request, execute a security agreement and UCC Financing Statement in such form as is required by LRAM, which, at LRAM's option, may be filed with appropriate local and state authorities. LRAM shall have all rights and remedies accorded by law or equity to a secured dealer, including the right to enter upon the premises where the goods shall be located for purposes of removing same or rendering them inoperative, and all such rights and remedies shall be cumulative. The dealer shall maintain insurance against all risks to cover full replacement value of the goods until LRAM is paid in full.

Exclusive Remedy

Subject to federal, state and local laws, the dealer's exclusive remedy for breach of contract for sale of goods is the return of the goods to LRAM and return of the purchase price to the dealer. The remedy provided herein is the dealer's sole and exclusive remedy. LRAM shall not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort or other legal theory arising out of the sale, service or use of the goods, even if LRAM has been advised of the likelihood of such losses, and in no event shall the liability of LRAM exceed the unit price of the goods. LRAM neither assumes nor authorizes any agent, employee, representative, or any other person to assume for it any other liability in connection with the sale.

Dealer Exclusivity

All LRAM dealers understand that they are non-exclusive distributors for LRAM products and that verbal agreements cannot change this. Only separately written letters of exclusivity will be valid.

Mutual Anti Disparagement

The parties agree that neither will comment publicly or privately about the products sold under this agreement. If there are issues – with product, documentation or shop services, we will keep it “in the family” and off the Internet, social media, forums, etc.

Representation

LRAM dealers acknowledge they are not authorized to represent themselves as a LRAM representative. Dealers must not express LRAM policies or speak on LRAM's behalf. Such matters must be referred to LRAM for comment and/or response.

Social Media

All public mention/comments/media posts of products supplied by LRAM must reference Long Range Automotive (LRA) Australia as the ‘manufacturer’ of products and Long Range America (LRAM) as the ‘distributor’. LRAM works closely with our social media internal/external to present content that is appropriate and beneficial to viewers. All social media posts referring to LRA/LRAM should be presented in a manner that is suitable for all audiences, linking and tagging both LRA and LRAM.

Disputes / Resolution

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

Any/all mediation or legal proceedings will take place in Boise, Idaho and shall be subject to the laws of the state of Idaho.

LRAM Limited Warranty Policy

LRAM at its sole discretion will repair or replace any products supplied by them that are found to be defective in either materials or workmanship providing that LRAM are actually notified in writing from the Client of the alleged defect within two years (2 years) from date of invoice. Any claim not made within this period shall conclusively be deemed waived by the Client. Repair or replacement is pre-conditioned on the examination of the goods which on instructions from LRAM on, should be returned for further inspection to LRAM or to an Approved dealer.

LRAM products are designed for normal use and are in no way, covered under warranty should the vehicle be used in any form of extreme sports, competition racing or produce lift of 50mm or more. It is the responsibility of the fitter, to ensure that the customer or the owner of the vehicle is aware of the warranty conditions under which the products have been sold. It is highly recommended that the words ‘Suspension Components Fitted are for Normal Use Only. Warranty Void if used in extreme conditions’ is written on their receipt to avoid any confusion.

LRAM will not pay for costs incurred in forwarding or returning goods. This warranty does not cover and LRAM makes no warranty with respect to; (1) any merchandise that is abused, misused, misapplied, neglected or altered; or that is improperly or incorrectly installed or

maintained or used; or that is subjected to abnormal conditions of use, temperature, moisture, dirt or corrosive matter; (2) Goods bought for industrial, mining or agricultural use; (3) Goods no longer required by Client; (4) Goods incorrectly chosen by Client; (5) Goods modified or altered by client; and (6) any merchandise, materials, parts or other components supplied by someone other than LRAM .

LRAM shall not be liable for any expenses incurred by Client in order to remedy any defect in its product. LRAM shall not be liable for any consequential, special, indirect or contingent damage or expense arising Directly or Indirectly from any defect in its products or from use of any products.

Client agrees to indemnify and hold LRAM harmless from and against any loss, injury or damage, to person or property that extends beyond the warranties set forth above, whether the claims against LRAM or the damages are incidental or consequential.

Installation of aftermarket items to your vehicle may adversely affect, void or violate the Manufacturers terms of warranty on your vehicle. Review the terms of your vehicle warranty prior to purchase and/or installation of any aftermarket part or accessory. LRAM does not make any representations or warranties of any kind as to suitability or fitness for a particular vehicle or purpose. LRAM shall not be responsible or liable for direct or indirect damages as a result of the purchase and/or installation of these aftermarket products.

Refer to the LRAM website at www.longrangeamerica.com for current and complete limited warranty details, which are included by reference to this agreement.

Please complete this form, sign and scan/email to sales@longrangeamerica.com.

COMPANY INFORMATION	
Company Name	
Business Type (Inc, LLC, etc.)	
Parent Company (if applicable)	
Names of Owners/Officers/Partners	
DBA (if applicable)	
Website	
Business Hours	
Main Phone Number	

Year Established	
Primary Business	
UBI/Revenue Registration #	
Federal ID # (attach W-9)	
State Resale # (attach copy)	
Mailing Address:	
Street	
City	
State/Province	
Postal Code	
Primary Business	
Services (select all that apply):	
General Auto Repair	
Aftermarket Accessory Sales	
Accessory Installations	
Custom Fabrication	
Comprehensive Vehicle Builds	
New Vehicle Sales	
Used Vehicle Sales	
Other (describe)	

BUSINESS COMMUNICATIONS	
Primary Business Manager	
Contact Phone	
Contact Email	
Purchasing Manager	
Contact Phone	
Contact Email	
Marketing/Sales Manager	
Contact Phone	
Contact Email	
Accounting/Accounts Manager	
Contact Phone	
Contact Email	
Office Manager	
Contact Phone	
Contact Email	
SHIPPING INFORMATION	
Shipping Manager	
Contact Phone	
Contact Email	

Shipping Address:	
Street	
City	
State/Province	
Postal Code	
Business Hours?	
Commercially Zoned (off street truck access)?	
Forklift on Site?	

The applicant acknowledges having received the Terms and Conditions of Trade and agrees to those Terms and Conditions. The applicant agrees that Long Range America, LLC reserves the right to withdraw or suspend this agreement at the sole discretion of Long Range America, LLC.

The applicant hereby warrants that:

1. I am authorized to sign this application on behalf of the applicant;
2. The information provided is true and correct in every detail;
3. Permission is hereby granted for Long Range America, LLC to carry out such inquiries as Long Range America, LLC in its sole discretion determines.

Signature
 Print Name
 Title / Position
 Date Signed

ACCEPTED BY LONG RANGE AMERICA, LLC

By _____ Signature

_____ Name / Title / Date