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## **DEALER AGREEMENT**

### NEW ACCOUNT APPLICATION

#### **DEALER ACCOUNT APPLICATION PROCESS**

Thank you for your interest in becoming a dealer for Unplug Outdoor Co. In this packet, you will find everything to start the process of becoming a dealer/distributor for Unplug Outdoor Co. Included in this document is a copy of our current Terms & Conditions and our Warranty policy.

If you have any questions, please do not hesitate to contact a Unplug Outdoor Co. representative.

#### **DEALER QUALIFICATIONS**

- 1. Provide a signed Terms & Conditions Forms
- 2. Provide a copy of Business License
- 3. Provide a copy of Tax-Exempt Resale Certificate(s)
- 4. Conduct business from a commercial location and/or have a fully functional website.
- 5. Dealer applicants must be industry related.

#### **ORDERING**

All orders placed for merchandise will be pre-paid at the time of the order entry. All orders MUST be submitted through the dealer portal on our website. Purchase orders or any other ordering methods are not accepted.

#### **SHIPPING POLICIES**

While we do our best to ensure your order is properly packaged before it leaves our facility, on occasion product may get damaged, be it a transport mishap, mishandled box, or a not so happy delivery driver. If this happens, please reach out to us as soon as possible. Then follow these steps:

IF the package doesn't require a signature and it has been delivered while you were not present, and you discover that the package has been delivered damaged, please take photos of the damaged package before opening it. Next contact UNPLUG OUTDOOR CO. via phone or email right away to explain that the package has been delivered damaged.

UNPLUG OUTDOOR CO. IS NOT LIABLE FOR PACKAGES THAT ARE MISPLACED OR STOLEN AFTER THEY HAVE BEEN DELIVERED. If you are worried about your shipment potentially getting stolen, please have the item delivered to a different address where someone will be available to receive it. After an order is shipped, you will receive tracking information so you will know when the item will arrive. Unplug Outdoor Co. will not refund or reimburse your order in any way if the package is misplaced or stolen once the tracking info shows delivered.

UNPLUG OUTDOOR CO. does NOT ship to PO box addresses!

Shipments outside the U.S. or to Alaska or Hawaii will have a higher shipping rate and require a shipping quote before ordering. Please email info@unplugoutdoorco.com with your full shipping address and a list of the products you would like to order. We will get a shipping rate quote from our shipping company and respond letting you know how much the charges will be. Our website will not accept addresses going to AK or HI or outside the U.S. so you will need to contact us to get a shipping rate quote first and then we can explain to you how to proceed with your order.

#### **RETURNS**

Purchases made at Unplug Outdoor Co. can be returned for any reason up to 30 days after receiving shipment. All returned products must be in like new, unmodified, resalable condition and include original packaging and all hardware. The cost of return shipping is the responsibility of the customer in addition to a 15% restocking fee + processing fees of 3%. Any products that are determined to not be in new condition will incur an additional 10% fee. Products that have been customized or modified in any way are not eligible for returns.

Before making a return, please call us first at (657) 335-4765, or email info@unplugoutdoorco.com

#### **CANCELLATION POLICY**

You may cancel your order at any time prior to shipping and receive a full refund. If your item has been shipped, we accept returns of new, unused items in their intact, original packaging for up to 30 days after your order processing date. Returns for a refund are subject to a 15% restocking fee.

Buyer is responsible for all return shipping costs: Shipping costs are non-refundable under any circumstances.

#### LIFETIME WARRANTY

UNPLUG OUTDOOR CO. will warranty its UNPLUG OUTDOOR CO. product for the Lifetime of ownership after the shipping date of the product. This warranty will include any issues caused by manufacture defects. Any modification to the original product design, functionality, or use, by said customer voids all warranty eligibility. It is the sole discretion of UNPLUG OUTDOOR CO. to determine warranty eligibility. Our Lifetime Warranty is effective for as long as the original retail purchaser owns the product. This warranty terminates when the original retail purchaser sells or otherwise transfers the product to any other person and then becomes a limited lifetime warranty.

UNPLUG OUTDOOR CO. reserves the right to remedy defects in workmanship or materials in one of three ways.

UNPLUG OUTDOOR CO. will issue replacements components to the customer that deems defective or inconsistent with the quality of its brand.

This warranty does not cover defects caused by normal wear and tear, rust, scratches, or accidents. This warranty does not cover damage to the finish of powder coated products. UNPLUG OUTDOOR CO. is not responsible for defects that are not in control of UNPLUG OUTDOOR CO. such as, overloading, incorrect assembly, poor maintenance practices or damaging acts of nature such as extreme weather e.g.: hail, flooding, lightning, extreme wind.

REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND (AS DETERMINED BY UNPLUG OUTDOOR CO. ) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. ANY AND ALL DAMAGE TO A PURCHASER'S VEHICLE, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED.

Unplug Outdoor Co. 's warranty obligations for all "Product(s)" are limited to defects in materials and workmanship, as solely determined by Unplug Outdoor Co. after careful inspection. Returns must include proof of purchase complete with date of purchase from Unplug Outdoor Co. or an authorized Unplug Outdoor Co. dealer/distributor.

**NOTE**: Unplug Outdoor Co., its employees, and affiliates make no warranty that the use of its products or parts guarantees personal safety or freedom from physical injury or operates as a life saving device. Unplug Outdoor Co. disclaims all liability for any special, direct, incidental or consequential damages, or any damages whatsoever, including, without limitation, the loss of life or limb, or damages due to bodily or personal injury.

#### **DEALER PRICING**

Dealer pricing is valid for Unplug Outdoor Co., DOGGO RTT Ramp, Desert Armor, EZ Air 4x4 and Gear'd products. All other brands products on our site are not valid for dealer pricing.

Drop shipping:

1-4 Units 15% off MSRP

5+ Units 20% off MSRP

\*\*Truck campers are only available for wholesale purchases.

Wholesale purchase (10+ units): starting at 25% off MSRP based on quantity

#### **UNPLUG OUTDOOR CO. MAP POLICY**

Unplug Outdoor Co. has adopted a Minimum Advertised Price Policy (MAP) for all Unplug Outdoor Co. branded products. Unplug Outdoor Co. 's MAP price is equivalent to the MSRP on Unplug Outdoor Co. product(s).

Unplug Outdoor Co. products have been established as a premium brand with a reputation for high quality. Unplug Outdoor Co. has invested considerable resources in marketing and product development to build and maintain this reputation, establish a favorable marketing position and generate good will toward the Unplug Outdoor Co. brand.

Unplug Outdoor Co. supports and enforces our MAP Policy to prevent advertising that tends to depreciate or degrade the image and position of the Unplug Outdoor Co. brand, products and trademarks in the marketplace maintaining the quality Unplug Outdoor Co. rand reputation. By adopting a MAP policy, Unplug Outdoor Co. Dealer/distributors and Customers benefit from enhanced profitability, loyalty and product image.

For purposes of this MAP policy, "advertising" is defined as any form of media including, but not restricted to forms of social media, print, radio, television, billboards, brochures, posters, catalogs, letters, coupons, internet, E-commerce, direct mail, e-mail solicitations, e-mail newsletters, mass promotional mail, faxes, online auctions or any internet link to a website-based shopping cart.

Any attempt to advertise Unplug Outdoor Co. products at prices other than set by this MAP policy directly or indirectly, including on the internet, will be considered an attempt to undermine the MAP policy and will therefore be considered a violation of the policy.

Unplug Outdoor Co. products must be advertised at full MSRP, as listed on our website, inclusive of free shipping. If Unplug Outdoor Co. runs a sales promotion, we will inform our dealers that they may lower their MAP for the duration of our sale to remain competitive. If we are running a promotion where you are allowed to lower your MAP, Unplug Outdoor Co. will inform you.

#### **PRODUCT DESIGN**

We reserve the right, without notice, to change any material, specifications, part numbers or labeling without incurring any obligation to the buyer for past or future merchandise purchases.

#### **INTELLECTUAL PROPERTY**

Unplug Outdoor Co. maintains ownership of all brands, patents, trademarks, logos, images, registrations and all other intellectuel, proprietary information for all Unplug Outdoor Co. products. Trademark infringement and counterfeiting will be dealt with to the fullest extent of the law.

#### **TERMS & CONDITIONS**

TO INDUCE UNPLUG OUTDOOR CO. TO EXTEND CREDIT TO CUSTOMER, CUSTOMER AGREES TO PAY ALL INVOICES WITHIN THE STANDARD TERMS OF THE SALES WHICH ARE "NET (15) DAYS" FROM THE DATE OF INVOICE. IF FOR ANY REASON ANY CUSTOMER CHECK IS RETURNED DUE TO NON-SUFFICIENT FUNDS, CUSTOMER WILL BE REQUIRED TO REPLACE THE ORIGINAL CHECK AMOUNT, ALONG WITH ANY ASSESSED BACK SERVICE CHARGES, WITH A CERTIFIED BANK CHECK UPON RECEIPT OF NOTIFICATION FROM UNPLUG OUTDOOR CO. . CUSTOMER HEREBY GRANTS TO UNPLUG OUTDOOR CO. APPROVAL TO CONTACT THE TRADE AND BANK REFERENCES PROVIDED HEREIN. IF IT IS NECESSARY FOR UNPLUG OUTDOOR CO. TO PLACE CUSTOMER ACCOUNT IN THE HANDS OF A COLLECTION AGENCY OR AN ATTORNEY, CUSTOMER AGREES TO PAY THE COST OF COLLECTION PLUS THE COST OF ATTORNEY FEES, COURT COSTS, AND INTEREST AS PERMITTED BY THE LAWS GOVERNING THIS TRANSACTION. CUSTOMER UNDERSTANDS THAT UNPLUG OUTDOOR CO. MAKES NO COMMITMENT TO EXTEND CREDIT IN ANY PARTICULAR AMOUNT, AND THAT ANY EXTENSION OF CREDIT BY UNPLUG OUTDOOR CO. MAY BE WITHDRAWN OR DISCONTINUED AT ANY TIME, FURTHERMORE, UNPLUG OUTDOOR CO. MAY REFUSE TO EXTEND CREDIT FOR ANY SPECIFIC SALES ORDER OR IMPOSE ADDITIONAL CONDITIONS TO ANY EXTENSION OF CREDIT, IN ALL CASES AT UNPLUG OUTDOOR CO. 'S SOLE DISCRETION. CUSTOMER HEREBY STATES THAT ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT.

CUSTOMER HAS READ AND UNDERSTOOD THE AFOREMENTIONED UNPLUG OUTDOOR CO. TERMS AND
CONDITIONS. CUSTOMER WILL ABIDE BY THE UNPLUG OUTDOOR CO. TERMS AND CONDITIONS AS SET FORTH AND
WILL BE NOTIFIED IN WRITING WHEN THE TERMS AND CONDITIONS OF BUSINESS CHANGE.

Printed Name of Authorized Signee	Title of Authorized Signee
Signature of Authorized Signee	Date

Legal Name of Customer Business