



1920 W. Malvern Ave.

Fullerton, CA 92833

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Wholesale Distributor Agreement

Effective 2/1/2017

Welcome to the Extreme Dimensions, Inc. Wholesale Program. At Extreme Dimensions, we strive to provide you with excellent value, accurate ship times, and world-class customer service. Uniquely positioned, we are truly a manufacturer and distributor of high quality fiberglass, carbon fiber, polypropylene, and polyurethane composites. With over 7,000 products, we offer the newest styles, and provide the largest selection of aerodynamic products in the industry.

Please provide us with the following information so we may set up your dealer account:

- 1) A completed and signed copy of the attached dealer agreement**
- 2) A valid copy of your Business License**
- 3) A valid copy of your Federal Tax ID (FEIN)**
- 4) A valid copy of your Sales Tax (Certificate of Resale)**
- 5) A copy of your business card and/or an advertisement flyer**

*** Further information may be required**

(Documents will not be processed until all requested information are received)

The information requested above is to be mailed, emailed, or faxed to us directly. Upon receipt of the documents, we will verify all information. We do not require a "buy-in" to purchase direct from us. Your discount will be assigned based on your initial purchase and buying potential. Your discount may be increased at any time as long as the requirements for the next discount level are met.

If there are any questions about the application process, feel free to contact one of our professional Account Managers. We look forward to establishing a successful business relationship with you.

Best Success!

Extreme Dimensions, Inc.

DISTRIBUTION AGREEMENT BETWEEN EXTREME DIMENSIONS AND DISTRIBUTOR

Extreme Dimensions, Inc., 1920 W. Malvern Ave., Fullerton CA 92833, and _____
_____ ("Distributor") in consideration of the promises made herein,
agree as follows:

Nonexclusive Appointment

Extreme Dimensions hereby appoints Distributor to be a distributor of Extreme Dimensions' custom automobile parts sold by Extreme Dimensions under the trade names of Duraflex, Carbon Creations, Aero Function, Vaero, and Couture ("the Product") anywhere within the United States without any exclusive rights in any specific territory.

Duration of Agreement

This Agreement and the distributorship created under this Agreement shall extend through the 2017 calendar year, unless terminated earlier as provided herein. Thereafter, this agreement may only be renewed by mutual written assent.

Purchasing Program

Distributor shall purchase the Product from Extreme Dimensions and pay Extreme Dimensions at the wholesale price in effect at the time Distributor's order is received, less any applicable discount. All orders must be prepaid and are based on a "first in, first out" basis. All payments made to Extreme Dimensions, Inc. can be made using Money Order, cash, wire transfer, Electronic Funds Transfer (EFT), or Cashier's Check.

Prices will be firm at the time of order. We will notify any changes in writing at least 15 days in advance of the effective date of any price increase. The purchasing program is below:

Base Discount: Retail less _____ %, some restrictions apply.

Co-Op Advertising Discount: _____ % per Co-Op Advertising Agreement Terms and Conditions.

Buy-In: _____.

Freight Program: Extreme Dimensions, Inc. will provide free delivery on all orders exceeding \$1,000, and within a 25 mile radius of Extreme Dimensions, Inc.'s corporate office.

Payment Terms: _____.

Drop Shipment and Shipping Damages: Distributor shall adhere to the Drop Shipment and Shipping Damages Policies specified and described in Exhibit 1, which is attached hereto and incorporated herein by reference.

MAP (Minimum Advertised Pricing) Product and Shipping Agreement

The Minimum Advertised Price (MAP) for Duraflex, Carbon Creations, Couture, Vaero, and Aero Function, is 20% off MSRP (Manufacturer's Suggested Retail Price).

MAP Shipping Prices* are as follows:

Category 1	\$170
Category 2	\$89
Category 3	\$119
Category 4	\$125
Category 5	\$69
Category 6	\$119
Category 7	\$95
Category 8	\$119
Category 9	\$59
Category 10	\$109
Category 11	\$69
Category 12	\$95
Category 13	\$129
Category 14	\$59
Category 15	\$109

Category 16	\$99
Category 17	\$55
Category 18	\$39
Category 19	\$59
Category 20	\$69
Category 21	\$109
Category 22	\$55
Category 23	\$19
Category 24	\$19
Category 25	N/A
Category 26	N/A
Category 27	N/A
Category 28	\$180
Category 29	\$145
Category 30	\$39

*Shipping prices are defined by "Shipping" prices only. Handling, insurance, and other surcharges are not included in MAP shipping prices.

Total MAP Pricing

A distributor can choose to combine both MAP Pricing and MAP Shipping in an effort to lower the appearance of shipping prices. This means a distributor can add the MAP Shipping cost into the MAP cost of the item and advertise free shipping, or any variance thereof. However, a distributor cannot advertise an item below MAP cost and mark up the shipping.

Example: MAP item cost \$239 + MAP shipping cost \$120 = Total MAP cost of \$359.

Distributor may list this item as \$359.00 with "Free" shipping but may NOT list this item as \$59.00 + \$300 shipping.

Extreme Dimensions, Inc. strictly monitors its MAP agreement. This ensures pricing integrity for all distributors resulting in positive gains for each Distributor.

MAP Violation Policy

MAP and MAP Shipping are important for all distributors. It ensures that all distributors are profitable. The following outlines our MAP Violation Policy:

1st Violation

- Written warning and 24 hours to conform
- If nonconforming after 24 hours, distributor may be subject for up to 10% discount penalty
- If nonconforming after 48 hours, distributor may be subject to account suspension

2nd Violation

- Up to 15% discount removal and 24 hours to conform
- If nonconforming after 24 hours, distributor may be subject to account suspension

3rd Violation

- Distributor may be subject to account suspension

All reductions and suspensions are at the sole discretion of Extreme Dimensions and may be lifted or extended at any time.

Listing Requirements

- All parts must be listed by coinciding brand (i.e. Duraflex, Carbon Creations, Vaero, AeroFunction, or Couture)
- No mention of "Extreme Dimensions" is permitted in the part description or listing
- Approved product images will be provided by Extreme Dimensions, Inc.

California Sales Tax

Unless Distributor holds a valid California Seller's Permit, all orders that are shipped to, will called, or physically paid for, in the state of California are subject to sales tax under the California Board of Equalization's Sales and Use Tax Regulations Law - Regulation 1620. This document can be provided upon request.

Return of Products

Distributor shall adhere to the Returns and Exchange Policy specified and described in Exhibit 2, which is attached hereto and incorporated herein by reference.

Warranty/Liability

Duraflex – Limited Warranty against Manufacturing Defects* and Fitment Guarantee*

Carbon Creations – 1 Year Limited Warranty against fading and discoloration on the clear coat finish. Fitment Guarantee*

AeroFunction – 3 Year Limited Manufacturer's Warranty. Fitment Guarantee*

Vaero – Limited Warranty against Manufacturing Defects* and Fitment Guarantee*

Couture – Limited Warranty against Manufacturing Defects*

If warranty is offered by the manufacturer, warranty documentation will be sent with the product. **All products sold by Extreme Dimensions, Inc. are aftermarket products and are intended for off-road or show use only.** Extreme Dimensions, Inc. is not liable for any damages or injury as a result of the use of its products. Due to strict regulations by the Department of Transportation, some of these products are not approved for street/highway use. Removal of reinforcements, bumpers, turn signals, and other safety equipment on the vehicle is the responsibility of the buyer. Extreme Dimensions, Inc. will not be responsible for your actions.

All body kits and products sold by Extreme Dimensions, Inc. are considered custom parts. **Due to the material and processes used in production, products will not be a "direct bolt-on."** Our products may require prepping, sanding, shaving, filling gaps, and/or other body work. Modifications may include removal or cutting of the reinforcement bars. **We HIGHLY recommend that a professional "custom" shop with fiberglass body kit experience perform the installation.** Auto shops experienced in OEM installations may not be experienced in aftermarket fiberglass installations. **Refunds will not be issued due to poor fitment of our products where the gaps fall outside of the parameters outlined in our Fitment Guarantee.** All products sold by Extreme Dimensions, Inc. are for off-road and show purposes only. We do not recommend, and in fact discourage, these parts to be used on public streets and highways.

LIMITED WARRANTY

Extreme Dimensions, Inc. warrants Duraflex, Carbon Creations, Aero Function, Vaero and Couture branded products to be free from manufacturing defects in workmanship and materials when used for their intended purposes. This limited warranty shall extend for a period of one (1) year from the date of purchase to the original "end user" customer. This limited warranty shall extend for a period of three (3) years from the date of purchase to the original "end user" customer on all Aero Function products. This warranty is non-transferable. Any part of an Extreme Dimensions product that is covered by this warranty and that is found in the reasonable judgment of Extreme Dimensions, Inc. to be defective in materials or workmanship will be replaced or refunded in full at the request of the customer. Extreme Dimensions, Inc. reserves the right to override the request regarding replacement or refund. For example, Extreme Dimensions, Inc. will not replace or refund a complete body kit if a single component is found to be defective.

The following situations are not covered by warranty:

- Product that has been subject to misuse, neglect, accident; or that has been improperly installed.
- Product that has been modified or altered from its original manufactured state.
- Costs incurred by the purchaser, such as transportation, additional labor costs, time, towing, storage, premium (air or overnight) freight charges, rental costs of any type, logistics, or economic losses, etc.

Hood and Trunk Fitment Guarantee (Duraflex, Carbon Creations, AeroFunction, and Vaero brands)

Extreme Dimensions stands behind the fitment of our products. Once your hood is installed, Extreme Dimensions will fully replace or refund your hood if it does not fall within the following guidelines of our Fitment Guarantee. Images or a video demonstrating the appropriate measurements will be required in order for Extreme Dimensions to verify that the part exceeds our fitment guidelines.

- Hood does not clear a stock engine.
- Gap between the hood and the fenders are more than 1/2" wide on each side.
- Hood levels more than 3/8" higher or lower than the fenders.
- Latch is too long or too short compared to the stock latch, causing the hood not to latch after adjusting.
- Extreme Dimensions does not guarantee fitment on vehicles that have been involved in accidents and/or had body damages or customization. A VIN# may be requested.
- Hood pins are required.

Trunks

- Gap between the trunk and the rear fenders are more than 1/2" wide on each side.
- Trunk levels more than 3/8" higher or lower than the rear fenders.
- Extreme Dimensions does not guarantee fitment on vehicles that have been involved in accidents and/or had body damages or customization.

Copyrights/Trademarks

All content distributed and/or created by Extreme Dimensions, Inc., such as images or videos are the property of Extreme Dimensions, Inc., and are protected by U.S. and International copyright laws. Any unauthorized use of the materials appearing on these sites (www.extremedimensions.com, www.duraflexaero.com, www.carbon-creations.com, www.vaeroauto.com, www.aerofunction.com, & www.coutureaero.com) may violate copyright, trademark, and other applicable laws, and will result in criminal or civil penalties.

During the term of this Agreement, Distributor may request written consent from Extreme Dimensions for use of Extreme Dimensions' trade name and trademarks solely in connection with the advertisement and promotion of Extreme Dimensions' products. Any use of Extreme Dimensions' trade name or trademarks without prior written consent is unauthorized. Extreme Dimensions' trade name and/or trademarks shall not be affixed to or advertised in connection with any goods or services other than Extreme Dimensions' products. Unauthorized use of Extreme Dimensions' trade name and/or trademarks is a material breach of this agreement and a violation of federal intellectual property laws, and will result in criminal or civil penalties.

On termination of this Agreement, or upon request of Extreme Dimensions, Distributor shall discontinue the use of any of Extreme Dimensions' trade name or trademarks in such advertising and thereafter will not, either directly or indirectly, use any other name, title or expression so nearly resembling the same as would be likely to lead to confusion or uncertainty or to deceive the public.

Noncompetition

For so long as this Agreement shall remain in effect

(a) Distributor shall not, directly or indirectly, be involved as owner, partner, shareholder, joint venturer, director, employee, or otherwise, in the conduct of any business that directly competes with Extreme Dimensions in the State of California. This provision shall include the following competitors: VIS Racing, AIT Racing, Seibon, KBD/American Plastic Technologies.

(b) Distributor shall not solicit business from any of Extreme Dimension's customers, except on behalf and for the benefit of Extreme Dimensions, nor shall Distributor solicit any of Extreme Dimension's employees or other sales representatives for the purpose of being employed by Distributor, or by any party in which Distributor is an owner or employee.

(c) Distributor agrees not to replicate any products offered by Extreme Dimensions at any time, nor will they sell any products offered by Extreme Dimensions to any of its competitors. (Any products deemed "Exclusive" by Extreme Dimensions shall be offered to Distributor through Extreme Dimensions drop ship program only.)

Confidential Information and Trade Secrets

Distributor acknowledges that certain information of Extreme Dimensions, such as Extreme Dimensions' sales manuals, price lists, customer lists, financial data, point of sale reports or inventory reports, and similar materials, are Extreme Dimensions' trade secrets and shall be and remain Extreme Dimensions' sole and exclusive confidential property.

Distributor shall not disclose any such information to others. Distributor shall not use such confidential information in any way except in furtherance of his services on Extreme Dimensions' behalf. Any such information will not be used by Distributor directly or indirectly to the detriment or damage of Extreme Dimensions.

Termination

Each party shall have the right to terminate this Agreement prior to the expiration of the term of this Agreement without cause on 30 days written notice.

Each party may terminate the Agreement immediately, without notice, if either party becomes insolvent or makes an assignment or the benefit of creditors.

Each party shall have the right to immediately suspend performance of this Agreement with good cause. The term "good cause" shall for purposes of the Agreement mean a breach of any material obligations under this Agreement.

Each party may terminate this Agreement immediately upon written notice to the other party, if either party fails to cure a breach of its obligations hereunder within 15 days after the delivery of such written notice of breach.

Termination of this Agreement will not release Distributor from payment of any sum which may then be owing to Extreme Dimensions.

Independent Contractor

Distributor acknowledges that the relationships of the parties is that of independent contractors and no partnership or joint venture has been, or is intended to be formed. This Agreement does not constitute Distributor the agent of Extreme Dimensions for any purpose whatsoever. Distributor is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of Extreme Dimensions.

Entire Agreement

This Agreement is the entire agreement between the parties and supersedes all prior agreements, correspondence and understandings relating to the subject matter hereof.

Modification of Agreement

No waiver or modification of this Agreement or of any covenant, condition, or provision herein obtained shall be valid unless in writing and duly executed by the party to be charged therewith.

Severability of Agreement

In the event any of the provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

No Assignment

No assignment by either party of this Agreement or of any rights or obligations hereunder, shall be valid without the prior written consent of the other party hereto.

Choice of Law

This Agreement shall be governed by and construed according to the laws of the State of California.

I certify that I hold a valid reseller's permit issued pursuant to the Use Tax Law; that I am engaged in the business of selling **Auto Parts, Accessories, Supplies, Tools, and Related Items and Materials**; that the tangible goods described herein which I

shall purchase from: **Extreme Dimensions, Inc.** will be resold by me/my company in the form of tangible goods; PROVIDED, however, in the event that such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales & Use Tax Law and other State Laws to report and pay for the tax, measured by the purchase of such property.

Legal Disclaimer

Buyer agrees that any disputes concerning purchases shall be governed by California law and that the jurisdiction and venue for any legal action shall be proper in Orange County, California.

Agreement to Terms and Conditions

By signing this document the merchant agrees to be bound by the Terms and Conditions set forth in the attached documentation. Extreme Dimensions, Inc. may modify this agreement at any time, and such modification shall be effective immediately upon receipt of the modified agreement from Extreme Dimensions, Inc. Your continued participation in the program shall be deemed your conclusive acceptance of the modified agreement.



Extreme Dimensions, Inc.

Signature_____

By:_____

Authorized Representative

Title:_____

Date:_____



Signature_____

By:_____

Authorized Representative

Title:_____

Date:_____

EXHIBIT 1

Drop Shipments

Extreme Dimensions, Inc. offers a competitive drop ship program. This maximizes our distributor's efficiency while minimizing their overhead. All drop shipments will be assessed a fee of \$25.00 or \$15.00, depending on the item(s).

Drop ship fee schedule:

\$25.00 DSF	Shipping Categories 1-16, 21, 28-30
\$15.00 DSF	Shipping Categories 17-20 & 22-27

Shipping/Shipping Damages & Shortages

INSPECT ALL PACKAGES IMMEDIATELY IN THE PRESENCE OF THE DELIVERY PERSON. Do not sign delivery receipt until all items have been inspected. In the unlikely event that damage has occurred, note the specific damage on the delivery bill and have the delivery person sign it as verification. Be sure to accept the package "as is" and notify Extreme Dimensions, Inc. within 24 hours. We will file a damage claim and ship you replacement parts. Retain all boxes and other packaging material, as packaging may be subject to pick up and inspection by the carrier. Failure to comply with this policy may result in a denial of damage claim. Items damaged during shipping will be replaced. No refunds, exchanges, or credits will be issued. In the unlikely event that a shortage occurs, note the specific item(s) that did not arrive on the delivery bill and notify Extreme Dimensions, Inc. within 24 business hours. We will process the replacement(s) as soon as they are available.

EXHIBIT 2

Returns and Exchange Policy

Extreme Dimensions offers a hassle free return/exchange program. If you do not want your product for any reason, simply contact us and request a return within **60** days of receipt of goods. Any return requests made after 30 days of receipt are subject to a 25% restock fee. All shipping costs for returned items are at the customer's expense. All approved RAs must be returned to Extreme Dimensions within 30 days of RA issue date, or they are subject to cancellation. Parts must be in unused and unaltered condition with original packaging. Please be sure to package the product well and clearly write the RA# on the box. Be sure to include insurance for your returned items as damaged RAs will be refused. **NO RETURNS OR EXCHANGES WILL BE CONSIDERED ONCE THE PRODUCT HAS BEEN USED AND/OR ALTERED. ABSOLUTELY NO RETURNS OR EXCHANGES ON SPECIAL ORDERED PARTS.**

SUPPORT: Please read all instructions prior to installation and use. For installation assistance, Extreme Dimensions provides support to the original retail purchaser/customer in order to get the part(s) on their car. Otherwise, we recommend contacting the Authorized Extreme Dimensions Dealer the part(s) were purchased from.

- **VIDEO:** Videos are replacing Photos in cases of "fitment issues" and/or potential "defective issues." This is the closest thing to our Support Team being there in person, and the best way for us to help trouble-shoot and problem solve for you and your customers. We have created a template video that outlines the video requirements. This will be available for you to send to your customers. Videos may be required by Extreme Dimensions in cases of replacement and/or refund requests. Photos may be permitted only in cases where video isn't an option. Videos are key factors in customer support. Once a video is made for our Support Team, it can be uploaded to a private YouTube account for review.
- **ACTIVE SERVICE CALL:** At your request, our Support Team can contact the body shop your customer is dealing with, and review the video with them. This enables our team to problem solve and suggest solutions.

PROFESSIONAL INSTALLATION: Please read all instructions prior to installation and use. Improper installation or misuse of the product may lead to damage to both product and vehicle. The user assumes all responsibility. All body kits and products sold by Extreme Dimensions, Inc. are considered custom parts. **Due to the material and processes used in production, products WILL NOT be a "direct bolt-on."** Our products may require prepping, sanding, shaving, filling gaps, and/or other body work. Modifications may include removal or cutting of the reinforcement bars. **We HIGHLY RECOMMEND that a professional body shop with fiberglass body kit experience perform the installation.** Auto shops experienced in OEM installations may not be experienced in aftermarket fiberglass installations. **Refunds will not be issued due to poor fitment of our products where the gaps fall outside of the parameters outlined in our Fitment Guarantee.** – Refunds will only be issued in cases of defective parts and are at the discretion of Extreme Dimensions. Extreme Dimensions, Inc. reserves the right to refuse a case if the parts are not being installed professionally. It is the user's responsibility to be aware of federal, state, and local laws. User assumes all cost and risks associated with the purchase and installation of aftermarket parts.



Extreme Dimensions Wholesale Program Application

Extreme Dimensions
1920 W. Malvern Ave.
Fullerton, CA 92833

Date:

Account Representative:

Phone: (714) 278-8000
Fax: (714) 278-9197

Merchant Information:

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Country: _____

Phone: _____ Fax: _____

Website: _____

Reseller Number (please attach a copy): _____

Federal Tax Id Number (please attach a copy): _____

Business Entity (please check one):

Corporation: _____ Partnership/LLC: _____ Sole Proprietorship: _____

Retailer or Wholesaler (please check one): Retailer: _____ Wholesaler: _____ Both: _____

Please check all applications that apply to your business:

Imports: _____ Domestics: _____ Euro: _____ SUV/Trucks: _____ All: _____

Contacts Authorized to place orders:

Primary Contact (1) Name: _____

Position 1: _____ Phone 1: _____

Email 1: _____

Secondary Contact (2) Name: _____

Position 2: _____ Phone 2: _____

Email 2: _____



Authorization for Credit Card Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN
All information will remain confidential

Name on Card: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

CREDIT CARD INFO:

Credit Card Type: VISA _____ MasterCard _____ Discover _____

Credit Card Number: _____

Expiration Date: _____

Card Identification Number: _____ (last 3 digits located on the back of the credit card)

*I authorize **Extreme Dimensions, Inc.** to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.*

CARDHOLDER – Please Sign and Date:

Signature: _____ Date: _____

Print Name: _____

MERCHANT – Please Sign and Date (if different from Cardholder):

Signature: _____ Date: _____

Print Name: _____

Title: _____ Business Name: _____

