DEALER AGREEMENT

ADDRESS

254 W Broadway Rd.
Mesa, Arizona 85210

P : 480.829.8100
F : 480.829.8103

Web

sales@ksportusa.com
ksportusa.com

Follow us

@ksportusa

Effective: February 01, 2021

Dear Valued Partner,

Thank you for your interest in becoming an authorized Ksport dealer! Since our founding in 2003, we have been dedicated to bringing affordable, durable, and high-performing suspension, brake, and air ride systems to the automotive market. Over the course of 18 years, our operations have sustained customers worldwide and our accomplished performance history, built on the foundation of motorsports, persists as we expand our vast array of applications and carry out our mission to provide excellent customer service each day.

Ksport USA is proud of its extensive network of loyal dealers worldwide, and feel it is in the best interest of our existing partners, customers, and business to limit the authorized Ksport dealers to only legitimate establishments focused on selling automotive performance parts and accessories. To be an authorized Ksport dealer you must complete the dealership application in full, including submitting all requested information, and a first-time minimum order of $1,000.00 is required. We will be happy to assist with your initial stocking order by informing you of our top selling and highest margin products so that you can quickly turn your inventory and re-order on a consistent basis. If you are for any reason unable to meet the terms, we will be happy to refer you to an authorized dealer in your area to purchase product.

Whether you have been familiar with the brand for years or are just getting to know us, we would like to thank you for your interest in joining team Ksport. We look forward to a lasting relationship with you and your company.

Sincerely,

The Team at Ksport USA

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FOR OFFICE USE ONLY

Account Number : _____

Dealer Info Sent : YES NO

BUSINESS INFORMATION

Name : _____

Address : _____

City : _____ **State :** _____ **Zip :** _____ **Country :** _____

Shipping Address *(If Different)* **:** _____

City : _____ **State :** _____ **Zip :** _____ **Country :** _____

Phone : _____ **Fax :** _____

Website : _____ **Email :** _____

Federal Tax ID # : _____ **State Resale ID # :** _____

Business Type

☐ **Retail Business/Store Front** ☐ **In-House Installation** ☐ **Internet Sales**

OWNER/OFFICER INFORMATION

Name of Owner : _____

Authorized Buyers : _____

_____

Name : _____ **Title :** _____

Signature : _____ **Date :** _____

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Business Hours

Ksport USA is open 8:30am to 5:30pm MST Monday thru Friday.

Requirements

To qualify as an authorized Ksport USA Dealer or Distributor a purchase must be completed with 30 days at or above the appropriate buy-in level; yearly or monthly sales volume requirements outlined by the company must be met; and your business must provide a level of customer service and support consistent with the reputation of Ksport USA and our network of dealers and distributors.

The following items must be completed and sent via Fax or Email to complete the Ksport Dealer Application Process.

1. Signed Dealer Agreement
2. Signed Map Policy Agreement
3. Autoline Credit Card Authorization Form
4. Photocopy of Business License
5. Photocopy of Sales Tax Permit
6. Resale Certificate

Payment Terms

Default payment methods accepted are cashier's check, money order, and approved company checks. Credit card payments will be charged a 3% fee. Cash is accepted for will call customers only. Any returned checks will be assessed a $25.00 returned check fee. Net terms subject to credit approval and volume requirements.

Orders & Cancellations

Due to the custom-built nature of Ksport products, build times are approximately 2-4 weeks. Special order items can only be cancelled within 24 hours of receipt of purchase order. Orders cancelled after 24 hours will be billed and shipped to you. No exceptions. All sales of special-order items are final. Orders for in-stock items cannot be cancelled if item has already shipped. Customer is responsible for any applicable shipping expenses occurred due to order cancellations. Orders that require an expedited delivery are subject to a transfer fee.

Prices

All prices are subject to change without prior notification.

General Descriptions & Errors

Due to the wide array of vehicle applications, many Ksport USA products feature general descriptions and/or stock photos. For vehicle specific application information not clearly available, please contact our team prior to completing your purchase. Because Ksport USA reserves the right to accept or decline your order for any reason, typographical, product photo, and/or pricing errors that may occur do not entitle a customer to receive something from those errors. Ksport USA cannot be held responsible for honoring purchases caused by such errors and will instead take action to correct the error. We reserve the right to change and modify the design of Ksport products at any time.

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Returns

All returns are subject to a 25% restocking fee. Special order items are not eligible for returns, cancellations, or exchanges. Shipping charges are non-refundable, and customer is responsible for all return shipping expenses. All returns must first be authorized by Ksport within 30 days of receiving the product and may take up to 2-4 business days for a return request to be processed. All authorized returns will be issued a Return Merchandise Authorization (RMA) number which must be clearly visible on the outside of the package. Any merchandise sent to us without an RMA number may be refused and returned to you at your expense. If a package without an RMA number was accepted by our Shipping and Receiving Department, it can take up to 15 business days to be processed. Authorized Returns are processed within 5-7 business days not including weekends, holidays, or the day the package was received.

Returns must be shipped in their original packaging and in brand new condition. Used or installed items cannot be returned or refunded, no exceptions. Installation costs are not covered by Ksport USA for any returned product. Ksport USA reserves the right to change or amend our return policy without notice at any time.

Shipment Terms

Unless otherwise requested, all orders will be shipped via FedEx Ground or Truck Freight. Requests for special handling may be arranged in advance and are subject to additional handling fees. Customer is responsible for any liability or occurred expenses due to special handling arrangements. Shipping cutoff for same day shipping is 12:00 PM MST for Ground Shipping and 2:00 PM MST for Express Shipping. Orders for in-stock items received after cutoff will ship the next business day. No delivery or shipping on weekends or holidays.

A PO must be submitted for any drop shipments and must be paid via money order or cashier's check unless arranged otherwise. For any international drop shipments, the customer is responsible for completing and submitting all necessary paperwork. All drop shipment orders are subject to a $15 handling charge. Any failure or delay in shipment or delivery caused by lack or failure of transportation delay in shipping, accidents, strikes, flood, or any cause beyond our control, shall not constitute breach of contracts, nor shall any damages attach to such failure or delay.

Any merchandise damaged during transit must be reported to the shipping carrier within 24 hours. Any shortages in a shipment must be reported to the carrier upon the time of arrival. Any claims involving freight carriers must be handled in accordance to their policies. After reporting the loss/damage to the carrier, Ksport USA must be notified immediately with details and photos regarding the damaged or incomplete shipment.

In the event where a package is returned to us due to incorrect or incomplete addresses, the customer refuses delivery, or the item is not picked up from a FedEx facility, it will take up to 15 business days to be processed by our shipping & receiving department. The client will be billed for any return shipment fees as well as the cost to reship. All undeliverable products returned to Ksport USA will be subject to a 25% restocking fee. Customer is responsible for any additional shipping expenses occurred due to improper shipment information or cancellations. Shipping charges are not refundable.

Acknowledgment

I have read, and fully understand the terms and policies for wholesale accounts with Ksport USA.

Name : _____ Title : _____

Signature : _____ Date : _____

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Warranty

All products sold are subject to the following warranty:

Autoline Industries warrants the shock absorbers and steering stabilizers to the original retail consumer against defects and workmanship when used on light truck and car applications under normal operating conditions. This warranty does not apply to shocks and steering stabilizers that have been improperly installed.

Our warranty does not cover shock absorbers that are to be used in racing applications. Exterior finish on all Ksport products is not considered a valid warranty; consumers are responsible for the maintenance of paint and or chrome or plated finish. Shock Boots are also excluded from any type of warranty. ALL SHOCK BOOTS should be removed prior to returning to the Distributor from which the product was originally purchased. Rusted shafts will also be denied as a warranty claim; consumers are responsible for the upkeep and maintenance of the chrome rods.

The consumer will be responsible for the removal and freight costs both to and from the Distributor from which the product was originally purchased. Proof of purchase is mandatory in order to receive warranty replacement; original invoice from the Distributor from which the product was purchased must accompany the product in question for warranty.

Autoline Industries or Autoline Industries distributor has the right to refuse a warranty claim if procedures are not met by the original consumer. All returns must have an RMA approval from Autoline Industries prior to shipping direct to the Autoline Industries facility. Exclusions from this warranty are sales outside of the United States, the finish, dents, rust, or any condition caused by abnormal use or neglect.

The losses of use of product, loss of time, inconvenience, commercial loss or damages are not covered. Autoline Industries reserves the right to change, modify, or discontinue the design of any products previously manufactured without assuming any obligation to the consumer. Any consumer which qualifies for a replacement of said discontinued product will only be allowed to receive new product which replaces the discontinued. We are not responsible for a pair of any product, if a single product has an issue.

Autoline Industries reserves the right to refuse any and all warranty claims from any Distributor which has not purchased the original Ksport product directly from Autoline Industries. Autoline Industries also reserves the right to refuse any Return Goods Authorization of said merchandise in which it is believed to be fraudulent or distressed merchandise not purchased originally from Autoline Industries.

This warranty does not apply to any Ksport product which has been modified, customized, painted, dented, rusted or improperly installed.

Confidentiality

By signing this agreement, you agree to keep all pricing and business relationships confidential.

Acknowledgment

The dealer hereby acknowledges that the dealer has read the foregoing agreement and that the same accurately reflects that the dealer understands of the agreement between the dealer and Ksport with respect to the subject matters thereof.

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Signature : _____ Date : _____

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MAP DEALER AGREEMENT

1. Introduction

Ksport USA (Autoline Industries LLC) Suspension Company is dedicated to bringing affordable, durable and high-performance suspension, brake, and air ride systems to the automotive market. Over the course of 16 years, our operations have sustained customers worldwide. Our accomplished performance history, built on the foundation of motorsports, persists as we expand our vast array of applications and carry out our mission to provide excellent customer service in 2020 and beyond. We would like to welcome you to our family of dealers, tuners, race teams and customers across the world.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, Ksport USA has unilaterally established this Minimum Advertised Price ("MAP") Policy.

2. Policy Statement

Ksport USA (Autoline Industries LLC), in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower that the MAP.

3. General Guidelines

1. The products covered by this policy are any and all ("Ksport Products") including but not limited to all coilovers, brake kits, and air suspension systems. Ksport USA may in its sole discretion modify this list from time to time.
2. Ksport USA recognizes that dealers are free to make their own decisions to advertise and sell any Ksport USA product at any price they choose, without consulting or advising Ksport USA. Similarly, Ksport USA will exercise its right to make its own decisions regarding the Ksport USA Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The MAP policy applies to advertised prices, not the price at which MAP products are sold or offered for sale to an individual in-store or over the telephone.
4. Ksport USA believes in maintaining a well-regulated and fair marketplace for all its authorized resellers.

4. Advertising Guidelines

1. The MAP policy applies to all advertisements of MAP products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
2. The MAP policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.

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4. Advertising Guidelines (Continued)

3. Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP policy.
4. It shall not be a violation of this MAP policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to Ksport USA products, so long as no price is listed.
5. This MAP policy also applies to any activity which Ksport USA determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for "group purchases" and the like.
6. It shall not be a violation of this MAP policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.
7. From time to time, Ksport USA may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, Ksport USA reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
8. From time to time, Ksport USA may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP policy to advertise the availability of the manufacturer's rebate, provided that:
    I. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style; and
    II. an asterisk is placed next to the net price after manufacturer's rebate; and
    III. "after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

5. Bundling Guidelines

1. "Bundling" or advertising Ksport USA products for sale together with other products will violate this MAP policy when:
    I. the effective or stated price of the bundle represents a discount of greater than 15% Coilovers, 5% Brakes & Air Suspension of the MAP; or
    II. the product(s) bundled with MAP products violate Ksport USA's Intellectual Property rights; or
    III. the product(s) bundled with MAP products violate the Ksport USA Trademark & Brand Policy; or
    IV. the product(s) bundled with MAP products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
    V. the effective or stated discount is greater than 15% of the highest priced item in the bundle.

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5. Bundling Guidelines (Continued)

2. Product(s) bundled with the MAP products must not, without conspicuous warning, be:
    I. technically incompatible; or
3. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP product will violate this MAP policy when:
    I. the effective or stated price of the bundle represents an immediate discount of greater than 15% Coilovers, 5% Brakes & Air Suspension of the MAP; or
    II. the effective or stated price of the bundle represents a discount of greater than 15% Coilovers, 5% Brakes & Air of the MAP after taking into consideration any contingent future purchase.
4. Rebate programs from Ksport USA, whether on MAP products or Ksport USA's partners' products, are exempt from this policy.

6. Policy Enforcement

1. If a dealer with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Ksport USA will consider this to be a violation by the dealer.
2. Ksport USA reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Ksport USA reasonably believes:
    I. a dealer has violated the provisions of this policy; or
    II. a dealer intends to violate this policy.
3. Ksport USA's MAP policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as determining appropriate sanctions.
4. Waivers to this MAP policy may be granted in Ksport USA's sole discretion by the MAP policy Administrator in writing. Ksport USA Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP policy Administrator authorizes a waiver to the MAP policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP policy.
5. Ksport USA reviews the advertised prices of dealers, either directly or via the use of third- party agencies or tools. Dealers are expected to provide reasonable cooperation in any Ksport USA investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Ksport USA MAP policy investigation is a violation of this MAP policy.
6. The MAP policy will be enforced by Ksport USA in its sole discretion and without notice. Dealers, distributors, and resellers have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP policy should be directed in email to info@ksportusa.com.

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MAP DEALER AGREEMENT

This Ksport USA (Autoline Industries LLC) MAP Policy and Confirmation Agreement is made on this date of _____ , by and between, Ksport USA (Autoline Industries LLC) and _____ .

Ksport USA (Autoline Industries LLC) places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of Ksport USA products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support of Ksport USA products.

Read and Understood:

Authorized Reseller (Company Name)

Company Name : _____

Address : _____

City : _____ **State :** _____ **Zip :** _____ **Country :** _____

Website : _____ **Email :** _____

Authorized Reseller Representative

Name : _____ Title : _____

Signature : _____ Date : _____

Email : _____ **Phone :** _____

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COMPLETING THE KSPORT DEALER AGREEMENT

Requirements

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1. Signed Dealer Agreement
2. Signed Map Policy Agreement
3. Autoline Credit Card Authorization Form
4. Photocopy of Business License
5. Photocopy of Sales Tax Permit
6. Resale Certificate

Documents can be attached and submitted via email to sales@ksportusa.com; our dealer form online at ksportusa.com/dealer-inquiry/; or, faxed to 480-829-8103.

Next Steps

Once we receive your information, a member of our team will provide you with our dealer pack which includes:

1. Current Price Sheet
2. Ksport Product Descriptions
3. Website Ready Product Photos
4. Ksport Logos

Questions?

Our team is happy to help answer any questions you may have.
You can connect with us instantly via our chat system online at ksportusa.com or by phone at 480.829.8100

Thank you for joining team Ksport!