



Minimum Advertised Pricing Policy/Agreement

First and foremost, we greatly appreciate the efforts of all distributors to sell ARK Performance products and provide customer support. This policy is to ensure that all resellers, distributors, dealers, and vendors will make sufficient profit with every ARK product sale. We want every distributor to grow with us and thrive in this competitive industry.

ARK Performance Inc. (ARK), actively supports the advertising and promotion of its products by its distributors and sales representatives through materials provided by ARK at no or nominal cost.

Effective Jan 1st, 2013, a **NEW** Minimum Advertised Price (MAP) on all ARK products will be in effect. This policy applies to all ARK distributors. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support.

Our MAP policy shall work under the following guidelines:

1. The MAP for all ARK products shall be no more than **15%** less than the published list price provided in the ARKPERFORMANCE.COM website product pricing section. MAP policy is established by ARK and may be adjusted by ARK at its sole discretion.
2. Our MAP policy applies to all advertisements of ARK products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
3. The inclusion in advertising of free or discounted products (whether made by ARK or another manufacturer) with a product covered by the MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the MAP.
4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
5. ARK recognizes that any authorized ARK account can make its own decisions to advertise and sell any ARK product at any price it chooses without consulting or advising ARK. ARK similarly has the right to make its own independent decision regarding product allocations and reseller participation as a member of the ARK Authorized Distributor Program at any time.
6. MAP does not establish maximum advertised prices. All distributors and sales representatives may offer ARK products at any price in excess of the MAP. Internet auctions may not display or have reserved bid or other acceptable prices below the MAP price.
7. ARK's MAP policy does not in any way limit the ability of any distributor to advertise that "they have the lowest prices" or, they "will meet or beat any competitors price", that consumers should " call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
8. The distributor agrees to hold all trademarks of ARK as the property of ARK and use advertising materials provided by ARK in an authorized manner only.
9. Intentional or repeated failure to abide by this policy will result in termination of distributor or sales representatives. ARK does not intend to do business with distributors or sales representatives who degrade the image of ARK and its products. ARK will not provide prior notice or issue warnings before taking any action under this policy.
10. ARK's MAP policy is excluded during and only during the four yearly sale periods including and limited to the Tax Return, Anniversary, SEMA, and End-of-Year Sale. The listed names of the sale periods are subject to change at anytime at the will of ARK. Authorized distributors will be allowed a kickback during these periods of ARK sales.



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This MAP policy has been established by ARK Performance Inc. (ARK), to help ensure the legacy of ARK as a top manufacturer of high quality performance exhaust systems, suspension systems, and accessories; and to protect the reputation of its name and products. The MAP policy is also designed to ensure distributors and sales representatives have the incentive to invest resources into services for ARK customers. Please indicate your understanding of this policy and your willingness to abide by its terms and conditions by signing and listing the name of your company below.

Sales representatives of ARK products will supply a copy of the ARK MAP policy to any new or existing distributor to be filled out, acknowledged and returned to ARK. This form shall be signed and returned to ARK and in doing so will bind the reseller to abide by the MAP and distributor requirements listed in this document.

Distributor Agreement to ARK MAP Policy

Distributor Name: _____

Distributor Principal Name Printed: _____

Distributor Principal Signature: _____ **Date:** _____

Distributor Address: _____

Phone: _____

Email: _____

Website URL: _____

By completing and signing this page you agree to all of ARK's minimum advertised pricing policies. Thank you for your cooperation.



Trade Terms and Conditions

NEW ACCOUNT REQUIREMENTS:

1. US\$3,500.00 opening order.
2. First order has to be prepaid or by COD Secured Payment (Cashier's Check / Money Order).

BUYER PRICE LEVELS:

1. Minimum purchase required determines price level. Please contact our sales department for details. Discount amount will be adjusted annually based on prior year's net purchase.

2. Price Levels
 - A. Master Distributor (MWD)
 - B. Wholesale Distributor (WD)
 - C. Jobber – Retail Shop, Online Retailer

REQUIRED DOCUMENTS for NEW ACCOUNT:

1. Photocopy of current Business License.
 2. Business Card or Company Letter Head.
 3. Photocopy of Advertising or Telephone Directory Listing.
- Photocopy of Seller's Permit issued by the State Board of Equalization (California companies only).
4. A signed copy of this New Distributor Application.

METHODS of PAYMENT:

1. Money Order, Bank Wire, Cashier's Check.
2. Company Check
3. Company Credit Card – Copies of front and back of Credit Card together with completed ARK Company Credit Card Application must be submitted before we can start accepting company credit card.
4. Card Processing Fee, 3% (or 5% with AMEX, Discover, and International Dealers)

TERMS:

1. Net 30 upon approved credit only.
2. All NSF (Non-Sufficient Fund) will be assessed a \$45.00 Service Charge.
3. Any account that is past due 30 days will be subject to service charges at the rate of 3.5% per month on unpaid balance.
4. Customer agrees to pay any third party collection fee and/or ARK Performance Attorney Fees and related cost in event of legal action.
5. All other orders must be prepaid or COD.

SHIPPING:

ALL products are shipped FOB CA. Due to our high volume shipments with different carriers, we are able to get special rates and we are passing these rates to our customers. We ship with the following carriers: FedEx, USPS or Trucking Carriers.

1. Orders meeting freight allowances minimums will be shipped to a single destination within the continental United States and ARK Performance Inc. reserves the right to select the carrier.

DROP SHIP

1. All Drop Ship must be prepaid including handling and freight.
2. Approved for customers with open account status only.
3. Drop ship fees are \$10.00 (except when items or orders are less than \$99.99 in which 10% of the total price will be charged as drop ship fee)

CANCELLATION

Cancellation of orders will be subject to charge equal to 25% of the order value. To avoid any Cancellation Fees, please contact our sales representatives before any order has been shipped. It is recommended to cancel the order with the same sales representative who took your order.

RETURN PRODUCTS:

1. No returns will be accepted without our prior authorization and RMA (Return Merchandise Authorization) number. All defective products must be returned within 30 days.
2. Non-defective returned products are subject to a 25% restocking charge.
3. All returns must be shipped freight prepaid. We are not responsible for shipping and handling for returns or exchanges
4. Products that have been installed or used will be ineligible for any sort of refund or exchange.

LIMITED WARRANTY:

ARK Performance Inc. offers a Limited Warranty to the original purchaser of all ARK products against defects in material and workmanship under normal use of the time period set below. If a defect arises and a valid claim is received by us within the Warranty Period, ARK Performance will provide replacement part(s) or product (or if no longer available, a comparable product) to replace those which have proven defective. When a product is exchanged, any parts or products replaced under this Limited Warranty will become the property of ARK Performance. This warranty is non transferable.

1. Exhaust System Products: 1 Year Limited Warranty
2. Billet Aluminum Accessories: 1 Year Limited Warranty
3. Black-Powdered Coating Products: 3 Year Limited Warranty
4. Vertical Door Hinge: 1 Year Limited Warranty
5. Short Shifter: 3 Year Limited Warranty
6. Coilover Systems: 15 Month Limited Warranty
7. Lowering Springs: 15 Month Limited Warranty

WARRANTY EXCLUSIONS:

1. This warranty applies only to products manufactured by or for ARK Performance. For non-ARK products, even if packaged or sold with the ARK products will not be covered by this warranty.
2. No claim will be accepted for the damages in transit. Please contact the carriers directly.
3. This Limited Warranty does not include any rust, normal wear, tear, or injury arising directly or indirectly from the use of the ARK product.
4. Damage incurred in any misuse, abuse, accident, collision, installation, modification, flood, fire, earthquake, road hazard, any other means of improper care or maintenance will void this warranty.
5. Any variations in color developed over time due to exposure to sunlight or UV light will not be covered by this warranty.
6. Warranty does not cover cost of removal, repair, replacement, installation, shipping or other incidental charges.

I/We would like to apply for a New Authorized Distributor account with ARK Performance Inc., and here by agree to the terms and conditions as stated above:

Owner/Authorized Personnel (Signature)

Owner/Authorized Personnel (Print Name)

Position

Company Name

Telephone Number

Fax Number

Date

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Credit Card Authorization Form

I, _____, hereby authorize ARK Performance Inc., to charge my credit card for the amounts invoiced.

Customer Company Name: _____

Credit Card Number: _____

Credit Card Type (Please Circle One): AMERICAN EXPRESS / DISCOVER / VISA / MASTERCARD

Expiration Date: ____ / ____ **SEC Code:** _____

Credit Card (Name of Holder) : _____

Credit Card Billing Address:

Street: _____

City: _____ **State:** _____

Zip Code: _____ - _____ **Country:** _____

Telephone: () _____ - _____ **Fax:** () _____ - _____
 (a fax number or email is required)

Email: _____

Cardholder's Signature Date

As the credit card holder, I also authorize ARK PERFORMANCE, Inc. to charge my credit/debit card for future purchases verbally (or written) approved by me. Your completion of this authorization form helps us to protect you, our valued customers, from credit card fraud. ARK PERFORMANCE Inc., will keep all information entered on this form strictly confidential.

Note: Credit Card Purchases. While ARK does offer to receive payment by credit card, Distributors may select to use company check (upon approval), cashier's check, money order, or wire transfers. **All credit card orders are subject to a 3% surcharge on total billed amount. International Credit Cards, American Express, and Discover Cards are subject to a 5 % surcharge on total billed amount. International orders are subject to up to a 10 day hold to verify the credit card.**

Signature: _____

Printed Name: _____ **Date:** _____



Personal Guarantee

This PERSONAL GUARANTEE is entered into as of this _____ (day) of _____ (month), 20____ (year), by and between _____ (you the Guarantor), and ARK Performance, Inc. (we the Creditor) in consideration of credit to be extended by Creditor to _____ (Business, Applicant or Debtor). Guarantor hereby personally unconditionally guarantees to Creditor full payment when due of any indebtedness of Debtor for: 1) goods heretofore or hereafter sold or consigned to Debtor by Creditor; and 2) services heretofore or hereinafter performed for Debtor by Creditor, together with interest at 10% per annum from date payment is due, and all expenses of collection, including court costs and reasonable attorney’s fees, as well as all attorney fees and costs to enforce this guarantee.

This guarantee shall be directly enforceable against the Guarantor without first resorting to any remedies against Debtor. This guarantee shall be continuing and unconditional and shall remain in full force and effect. Guarantor hereby consents to all terms and conditions made or to be made with Creditor by Debtor, including any renewals, extensions, amendment or modifications thereto. Guarantor also waives the following: notices, presentment, notice of nonperformance, disability, and any other viable defense. If any provision of this Guarantee is held void or unenforceable, the remainder of the provisions shall remain in full force and effect. Any modification or amendments to this Guarantee must be in writing and signed by both Creditor and Guarantor.

References to Guarantor include each and all of the undersigned and they shall be jointly and severally liable hereunder. This agreement shall be for the benefit of Creditor, its successors, and assigns shall be binding upon the undersigned and their assigns, heirs, executors and other legal representatives.

INTENDING TO BE LEGALLY BOUND HEREBY, the undersigned have executed this guarantee effective on the date first written above. Guarantor hereby agrees to personal jurisdiction and exclusive venue in Chino, California.

Name (print)

Signature

Date

Address: _____

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

Telephone: _____