



## ARK Performance Reseller Agreement

### CONFIDENTIAL DOCUMENT

2150 Maple Privado, Ontario, CA 91761/ (Tel) 909-947-1ARK / (Web) www.arkperformanceusa.com

#### **ARK Performance MAP Policy**

As the world's leading aftermarket auto parts manufacturer, ARK Performance is focused on maintaining high margins for our dealer/distributors network. In recognition of the investment in time and resources required for our high-quality dealer/distributors to provide the level of customer service and product knowledge expected from our customers, ARK Performance is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. ARK Performance has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of ARK Performance products. All ARK Performance Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

#### **ARK Performance's MAP Policy Guidelines for ARK Performance Products**

MAP pricing for all ARK Performance products can be found on the attached current price list and will be regularly updated and sent to you every quarter or whenever there are any price and/or product changes. All advertised prices must be at or above MAP for all ARK Performance products if a MAP price has been established by ARK Performance. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as "call for price" or "call for quote" are acceptable and permitted as long as the MAP policies are adhered.

Resellers are also responsible for ensuring their ARK Performance product pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. ARK Performance's MAP policy for all ARK Performance products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

From time to time, ARK Performance may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, ARK Performance reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

#### **Failure to Comply with the MAP Policy**

At the sole discretion of ARK Performance, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all ARK Performance products both direct as well as through distribution.

#### **ARK Performance will utilize the following steps to resolve MAP violations:**

1. Any and all resellers selling ARK Performance products which have not signed an ARK Performance MAP Policy agreement are classified as Unauthorized Resellers.
2. Resellers of ARK Performance are required to provide a signed MAP agreement from any reseller selling ARK Performance products. Unauthorized resellers should not be sold to or provided a feed from any Reseller whatsoever.
3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
  1. First Violation: Authorized Reseller's account will be put on hold temporarily and a written warning will be provided. Any MAP violations must be corrected within the 24 hours of notification. Upon correction and following 30 days of compliance, the violation will then be cleared.
  2. Second Violation: If there is a second violation within 30 days of a previous violation, Authorized Reseller's account will be put on hold for 30 days. After this duration, ARK Performance will review and determine if the account is to be reinstated or downgraded to a second tier reseller.
  3. Third Violation: Should ARK Performance decide to reinstate an Authorized Reseller who has previously demonstrated a second violation, yet violates a third time, the account will be designated as a second tier discount level reseller.



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4. If a second tier reseller violates the MAP policy, the account will be terminated, and the reseller will no longer be an authorized ARK Performance Reseller.

\*\*\*ARK Performance will issue a new price list upon the first day of each quarter, based on a calendar year. Pricing must be updated immediately upon receiving the new price list.\*\*\*

#### ARK Performance's Branding Terms and Conditions

ARK Performance is an established brand in the auto aftermarket industry that represents strong core values, excellent product designs, and some of the highest quality of aftermarket products available for purchase. In order to maintain this high level of value for the ARK Performance brand, the following branding terms and conditions will be enforced starting February 1, 2020.

1. All ARK Performance resellers must use the updated company logos. Links to the update Company Logos will be provided. Custom resolutions for logos will be available upon request. Please let your ARK Performance representative know what resolution or image sizing you will need for your website.

Link: <https://drive.google.com/open?id=1Tljm2pICjYblWbWFX1FOtz9xHOChclE9>

2. Resellers must use the official provided images for ARK Performance products. Please use this time to update any and all product images that have not been updated. Due to design updates and addition of features to products, many older product images may not accurately reflect the final product received by customers. In addition to the officially provided images, you may use your own ARK Performance product images including images of the product itself or the product featured on a vehicle. However, ARK Performance reserves the right to request the change or elimination of images that we believe does not accurately represent the product and the ARK Performance brand. Links to the all updated ARK Performance product images will be provided. Custom resolution and image sizes will be available upon request. Please contact your ARK Representative for your website's required resolution and images.

Link: [https://drive.google.com/open?id=1gf03Ayk32wNiUXWVf\\_7THiUkweC5RnFR](https://drive.google.com/open?id=1gf03Ayk32wNiUXWVf_7THiUkweC5RnFR)

3. All information pertaining to the pricing for any ARK Performance product must be correctly advertised and up to date. The correct MAP must be upheld and ARK Performance will not be responsible for any resellers' incorrect pricing. ARK Performance will not be responsible for any compensation for incorrect MAP.

ARK Performance will take action against any failure to follow the branding terms and conditions from above. The following actions will be taken with each branding violation:

1. An ARK Representative will reach out and the reseller will have a ten business day period to correct any branding issues.
2. If the issue is not resolved within the ten business day period immediately following the violation, another warning will be issued and an additional grace period of five business days will be given.
3. After the previous steps, if the issue has not been resolved, a written warning will be given along with a temporary hold, and any and all issues will be required to be corrected within 24 hours,
4. The final step will be to place the Authorized account on hold for 30 days.

If there is any confusion or uncertainty on the ARK Performance branding guide, please contact us by email or by phone, and we will be more than happy to help. By following these Brand Terms and Conditions, we can provide a consistent high quality presentation of ARK Performance products and provide a better experience to all ARK Performance customers.



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### MAP Policy Confirmation Agreement

This ARK Performance MAP Policy and Confirmation Agreement is made on this date of \_\_\_\_\_, by and between, ARK Performance and \_\_\_\_\_.

ARK Performance 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 ARK Performance 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 for ARK Performance products.

Please fill out the information below if you have read and understood the updated ARK Performance MAP Policy and Terms and Conditions:

Authorized Reseller (Company Name):

\_\_\_\_\_

Name \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Web URL \_\_\_\_\_

Authorized Reseller Representative:

\_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_



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#### **NEW 2022 ACCOUNT REQUIREMENTS:**

1. Submit all required documents (See *Required Documents for All 2022 Account* below).
2. Meet or exceed a one-time minimum buy-in of \$3,900.00 or more.
3. Read and complete all of our ARK Reseller forms and documents.

#### **BUYER PRICE LEVELS:**

1. Your price level will be determined based on reviewing your company, location, background & history. Please contact our sales department for more details. All new reseller accounts will be designated with a 30% discount level. However, the discount amount may be adjusted annually based on prior year's gross sales.
2. Reseller Price Levels we offer:
  - A. First Tier: 40% Discount Level.
  - B. Second Tier: 30% Discount Level

#### **REQUIRED DOCUMENTS for ALL NEW ACCOUNTS:**

1. Photocopy of your current Business License.
2. List of all sales channels (website, Amazon, Ebay, etc.)
3. Photocopy of a valid Seller's Permit issued by the State Board of Equalization (California companies only).
4. Signed and completed copy of our Reseller Application.

#### **METHODS of PAYMENT we accept:**

1. Money Order, Bank Wire, Cashier's Check and Direct Deposit. For all US Bank Wire payments, we charge an additional \$15.00 to your invoice. For all resellers outside of the US, we charge a \$35.00 Bank Wire Fee.
2. Company Check (accepted ONLY on approval by your ARK Sales Rep).
3. Company Credit Card – Copies of the front and back of your Credit Card together with a completed ARK Company Credit Card Authorization Form must be submitted before we can start accepting company credit card.
4. We charge an additional 3% processing fee for all payments made via credit/debit/PayPal from your total invoiced amount. For all US Resellers (for AMEX, Discover Cards, we charge a 5% fee).
5. All International Resellers, outside of the US we charge a 5% processing fee for all payments by credit/debit card and/or via PayPal.

#### **TERMS:**

1. Net 15 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 from our warehouse in Ontario, California. We offer a flat rate shipping on all of our products (see price list for shipping and handling rates). We ship with the following carriers: FedEx, USPS or LTL Freight Carriers. All resellers may provide their own shipping label or provide their shipping account info with detail instructions (such as declare value, insurance amount, signature request, etc.) for the carriers that we currently use. You may provide a label for any carrier that is not listed above, however Reseller will be responsible to schedule a pick-up accordingly when your order is ready to ship. Resellers are also responsible to provide the correct insurance for all packages with their own shipping label. ARK Performance does not claim any responsibility for shipping damages, loss, or misdelivered packages.



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All orders more than \$100.00 shipped via ARK Performance shipping account will require a signature. Reseller providing their label or using their shipping account number may request without signature. Please be sure to make any additional shipping requests with your ARK Sales Rep.

For all shipments outside of the lower 48 states shipped, your customer will be responsible for any custom/tax/duty/clearance fees. Note: All orders are shipped via the ARK Performance shipping account, if your customer does not pay these fees, the Reseller will be responsible. We will notify the Reseller and provide a copy of the charges and send you an invoice to collect all fees unpaid by your customer.

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)
4. Bumpers, Fenders, Side Skirts, Front Lips, Diffusers, Trunks, and Hoods (except spoilers) will have a drop ship fee of \$30.00

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

#### **Return and Warranty Information:**

##### **How do I return an item?**

Please contact customer service for more information on returning an item. Thank you. All orders are processed upon receipt. Actual shipping time is contingent upon availability of merchandise and credit verification. Most orders are shipped within 2-3 business days of receiving your order. No orders are processed or shipped on Sundays, Saturdays, or Fridays. In the event of delays, every effort will be made to contact you by E-mail. If the delay is due to back-order, you will receive notice by phone or e-mail and be given the choice to remain on back-order, substitute to another item, or cancel your order.

Signature is required on all orders (there must be someone to sign for the package or you have to pick it up from the local FedEx office). Overseas Order & Domestic

We will only accept credit cards approved by our bank for overseas orders or mail the payment to: 2150 Maple Privado, Ontario, CA 91761, USA. For more information please contact us. All orders will only ship by UPS, FEDEX, DHL or USPS.



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For correct shipping charges on ground or air shipments, please call Tel) 909-947-1ARK. Unless specified, all orders in the domestic U.S. are shipped UPS ground or USPS Post.

#### QUESTIONS OR CONCERNS?

Call us Monday - Friday 7:30AM~4:30PM PST

Tel) 909-947-1ARK

Fax) 909-673-9801

Email: info@arkperformanceusa.com

#### CANCELLATIONS:

To cancel an item on back order, contact our customer service department or call the number above. Please include your Invoice Number within the message. If the order cannot be canceled you will be notified.

#### RETURN POLICY

Exchanges or refunds are approved if the following criteria have been met. No returns or exchanges will be allowed after 30 days from when the product(s) has been received. Any discrepancies could result in a delay or partial forfeiture of your credit. For all light products, please test product for factory defects prior to installation. Once attempts of installation has been made, all light products are not returnable. No cancellation, refund, or exchanges on special order item. ARKperformance.com will not be liable if you order the wrong product. We provide technical specification and manufacturer part number information so that you can make an educated buying decision. For all Returns or exchanges, you will be provided a RMA Number. Without an RMA your Exchange/Return will be voided.

#### EXCHANGES:

- Ark Performance must be contacted within fifteen (15) days from the date product has been received
- Product(s) must have a manufacturer defect
- May only be exchanged for same-item
- All non-defective exchange, are subject to a 15% exchange fee. ARK Performance is not responsible for any shipping and handling charges.
- A Return Merchandise Authorization (RMA) Form must be filled out and sent back
- Contact Ark Performance for an RMA Form and an RMA Number. RMA Number is valid for 7 days from the date of issue

#### RETURNS:

- Ark Performance must be contacted within fifteen (15) days from the date product has been received.
- All non-defective returns are subject to a 25% restocking fee. ARK Performance is not responsible for any return and all shipping and handling costs.
- A Return Merchandise Authorization (RMA) Form must be filled out and sent back ○ Contact Ark Performance for an RMA Form and an RMA Number ○ RMA Number is valid for 7 days from the date of issue
- Product(s) are subject to inspection upon return ○ Items must not be installed or used. Any signs of the product being used will void your return ○ Must be in original packaging with all warranty cards, manuals, and accessories
- All shipment costs are non-refundable

#### SHIPPING POLICY:

For any shipment that is refused, you will automatically be charged \$5.00 or 10%, whichever is greater (for international order we will charge 30% of the invoice price plus all shipping and duty we paid for the return



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product(s) to cover costs associated with processing your order and return. Shipping costs are not refundable. We will issue a full refund for the product when your return meets these guidelines. The cost of shipping will be credited only in those instances where the return is a result of our error.

#### **SHIPPING DAMAGES:**

ARK Performance ensures all products are packed with care to prevent damage during shipping. However, damage may still occur during shipping. Buyer must inspect the packaging and the products carefully upon receiving them, then accept the shipment and notate any damages and irregularities, such as crushed, torn, punctured, or broken parts on both the packaging and the product, on the freight bill or receipt at the delivery driver's presence. Buyer must retain all cartons, packing materials, and damaged products for the carrier's damage inspector to inspect. Do not refuse shipment or return it without approval, because the buyer's right to make a damage claim may be denied. A signed receipt without any notation indemnified the carrier as well as ARK Performance from any further damage claims. Discovery of damages after a clear delivery becomes the responsibility of the customer.

All damages must be notified to carrier and the dealer within 24 hours. In cases of damage with proper notation on receipt, the carrier will determine whether to pay for repair cost or replacement value of the damaged goods after damage inspection. Replacement value is the amount the buyer paid to the distributor and is not negotiable. All disputes about the settlement amount should be addressed with the carrier. ARK Performance, under no circumstances, shall be liable for the damaged product or for subsequent settlement of the claim with the carrier.

#### **AEROPARTS – INSPECTION AND DAMAGE:**

ARK Performance ensures packing of all products carefully to prevent damage during shipping. Unfortunately damages to occur from time to time. Buyer must inspect the packaging and the product upon receiving it and notate any damages such as crushed, torn, punctured, or broken parts on both the packaging and the product itself. Notate the damage on the freight bill of lading or receipt with the driver present. Consignee must retain all packaging, packing materials, and the damaged product for the carrier's inspector to inspect. The damage claim may be denied if consignee refuses shipment or returns it without approval. A signed receipt without any notation indemnified the carrier as well as ARK Performance from any further damage claims. All damages must be notified to the dealer and/or ARK Performance within 72 hours.

In the case that the driver cannot wait for your notation of the damages, notate the following. On the bill of lading or receipt write "driver did not have time for to inspect and notate any damage upon delivery". Then sign for the product and accept the package.

#### **DEFECTIVE PRODUCTS:**

All products require professional installation. Minor adjustments might be necessary. These are normal body work and installation steps for aero parts therefore it is NOT considered to be defective. NOTE: THERE IS A 5 DAY PERIOD FROM WHEN THE PRODUCT IS RECEIVED TO SUBMIT ANY CLAIMS OF DEFECTS/ISSUES. In addition, all carbon fiber and fiberglass products are hand-crafted, and no two items will be identical. Small imperfections such as wavy weaves, small bubbles, and clear coat blemishes are inevitable. Pictures are required to demonstrate true defects on products prior to return. See above for information on our return policy.

#### **Exclusions:**

- Exhaust Gaskets – periodic change is recommended
- All modifications made to any product will void warranty
- Surface rust caused by road conditions and/or debris
- Damages from accidents or misuse
- Road rash caused by vehicle being too low
- Discoloration of tip finish



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#### **DAMAGED PRODUCTS**

If your product has been received damaged, you must document all of the damages and contact us within 24 hours of delivery. Please call us immediately at (Tel) 1-909-947-1275. Our customer service representatives will guide you through the process to file a damage claim with the shipping company. Please note, we will ship your replacement item(s) after the claim has been processed and resolved, which may take up to 60 days or less. If you need a replacement right away, we will charge a deposit/core charge until we receive your damaged item. We will provide a full refund of the deposit/core charge upon receipt in its original package. All return item(s) must be new and have never been used, modified, or installed. Any signs of installation or being used, we will charge a restocking fee.

#### **MANUFACTURERS 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. The ARK product in question must be shipped back to ARK Performance at the expense of the customer to be inspected by ARK technicians. If it is determined to have a manufacturer defect and a valid claim is received by us within the Warranty Period, ARK Performance will provide repair, replacement part(s), or product (or if no longer available, a comparable product) to replace those which have proven defective and cover cost of the new product(s) to the customer. When a product is exchanged, any parts or products replaced under this Limited Warranty will become the property of ARK Performance. This warranty is nontransferable.

1. Exhaust System Products: 1 Year Limited Warranty
2. Coilover Systems: 15 Months Limited Warranty
3. Lowering Springs: 15 Months Limited Warranty
4. Sway Bar / Strut Bar: 15 Months Limited Warranty
5. Wheels (Cast / Forged): 12 Months 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 flange gaskets, 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. For fitment or installation issues please contact us before using the exhaust system, suspension system, body kit, etc. on the vehicle to be considered for warranty replacement. If the product has been used or show signs of being used, we will not accept a return or an exchange.
6. Warranty does not cover cost of removal, repair, replacement, installation, shipping or other incidental labor fees.
7. Any signs of modifications or repairs of the original product, your warranty will be voided.
8. Any variations in color developed over time due to exposure to sunlight or UV light will not be covered by this warranty.

#### **INSTALLATIONS:**

All aero body parts require professional installation. Buyer understands that some products may require modifications for correct fitment. Minor adjustments may be necessary as part of the normal installation process. All carbon fiber and fiberglass products will not sustain heavy force or weight and could be subjected to cracks by such force or weight. ARK Performance has made an effort to produce all its aftermarket products to fit the original factory vehicles as closely as possible. However, like all aftermarket aero, prepping may be necessary for an accurate fit. The buyer needs to perform these steps to his/her satisfaction before installation. If the buyer wishes to paint the products, he or she must pre-fit the parts to the vehicle before painting to ensure proper fit. There are absolutely no returns on painted or installed products.





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#### **LOCAL REGULATIONS AND COMPLIANCE:**

ARK Performance strives to follow and comply with all existing regulations and laws when it comes to the manufacturing and sales of aftermarket auto parts. However, because of a large customer base for aftermarket auto parts, local regulations and laws may differ across a wide variety of regions and jurisdictions. It is ultimately the responsibility of the reseller and the end user to understand and sell, purchase, install, or use products that are appropriate for their respective local regulations. ARK Performance reserves the right to refuse sales to certain regions or require waivers forms / agreement forms for resellers / end users stating that ARK Performance products will be sold, purchased, installed, or used with full compliance of their respective local regulations. ARK Performance is not liable for any fines / penalties incurred by resellers / end users when using ARK Performance products.



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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: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

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.



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### 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 Ontario, California.

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_



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### Racing Competition Use Acknowledgement

This waiver must be signed for any and all parts designed specifically for off road and racing competition use.

Company: \_\_\_\_\_

Name of Representative of the Company: \_\_\_\_\_

Job Title of the Representative of the Company: \_\_\_\_\_

I, (representative of the company) \_\_\_\_\_, will purchase product(s) from ARK Performance, Inc. and/or its authorized resellers with the intention of using these products for racing competition use only. I understand that some or all of these parts may not comply with Federal, State, Province, and/ or Local laws, ordinances, and regulations, and it will be our company's responsibility to ensure that any sales, modifications or upgrades done to our customers' vehicles conform to all applicable laws and regulations for road use, especially pertaining to safety and emissions. I acknowledge that ARK Performance, Inc. has made me aware that their manufactured aftermarket parts may be intended for racing competition and off road / track use and may not be meant to be installed on any other vehicles for legal use on public street, roads, or highways. All legal penalties and fines that may occur from not following the end user's local law and regulations are the end user's sole responsibility, and I will not hold ARK Performance legally liable. I, the end user(s), and any parties using this product indemnify, discharge, and hold harmless ARK Performance from any and all claims, damages, causes of action, injuries or expenses resulting from or relating to the use or installation of this product. I absolve ARK Performance, Inc. for any and all burden of responsibility in ensuring my car satisfies regulations set forth by Federal, State, and/or Local governing agencies. I understand that ARK Performance may require additional acknowledgment and signatures from end users. This waiver of compliance will be applied for all past, current, and future purchases from ARK Performance, Inc. and/or its authorized resellers. By signing this waiver, I am acknowledging that I understand and agree with the terms and conditions stated above.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name