

DEALER AGREEMENT

XCGEAR, LLC
384 Goodman Rd East Suite 268
Southaven, Ms 38671
901-351-8699

WWW.XCGEAR.com

Qualifications:

To qualify as an Authorized dealership, you must complete the Dealer Profile & Dealer Agreement for each location. You must provide copies of your business license/registration.

Authorized XCGEAR Dealerships are not authorized to sell XCGEAR products to anyone or any company that has the intent to re-sell XCGEAR products to a third party unless the third party is an authorized XCGEAR dealer.

XCGEAR Advertising and Resale Policy:

For XCGEAR to effectively compete in our chosen markets, properly position XCGEAR products in the marketplace, and preserve XCGEAR reputation for providing high-value products and premium support, XCGEAR must exercise control over the distribution of XCGEAR products. Therefore, all sales of XCGEAR products must be subject to this Distribution and Advertising Policy.

XCGEAR resellers are not allowed to advertise prices lower than XCGEAR current retail pricing.

The following activities will NOT be construed to be in violation XCGEAR Advertising and Resale Policy:

Sale to store employees for their personal use
Year round loyalty programs
Sale of close-out, discontinued or otherwise distressed merchandise pre-approved by XCGEAR.

The MSRP for all products will be posted and distributed by XCGEAR annually and updated as needed. The MSRP of each XCGEAR product is posted on XCGEAR website at www.xcgear.com.

All questions regarding the interpretation of this Policy must be directed to XCGEAR.

*For purposes of this Policy, "advertised" means any advertising through any media (other than advertising in the reseller's physical store(s), and includes, but is not limited to, advertising in newspapers, magazines, brochures, direct mail, fliers, television, radio, email, internet sites, or any link to any web-based shopping cart.

**For purposes of determining whether or not a reseller has complied with this policy, the value of any "free" or "discounted" product, coupon or other item sold or given by the reseller with the XCGEAR product in question will be deducted when calculating the net retail sales price at which the XCGEAR product has been advertised, offered or sold.

Internet:

Retailers must have a dealership presence and have clearly identified themselves as a dealership for XCGEAR products on all their advertisements and on their websites.

Dealerships that are authorized to sell XCGEAR products on their websites need to have approved graphics and logo.

Dealerships are not allowed to sell on eBay, Amazon, or other 3rd party internet selling sites.

Product Definitions:

CURRENT MODEL PRODUCT-Any model # of XCGEAR product that is offered during the current year.

NON-CURRENT MODEL PRODUCT-Any model # of XCGEAR product that is not part of the current year product line.

Shipments:

Daily orders ship via UPS, the dealer is responsible for all freight charges via XCGEAR ship methods if the total Daily orders received by order is below \$2000.00.

Returns:

All returns must have a Returns Authorization Number upon arrival to XCGEAR.

Shortage claims against any purchase order will be honored only if reported within seventy-two (72) hours of receipt of merchandise.

All defective merchandise must be returned prepaid, if found to be a manufacturing defect, credit for freight will be issued.

All returns received may be assessed up to 15% re-stocking fee. The return merchandise must be merchandise listed on the current XCGEAR website.

Acknowledgement:

By signing the retail representative acknowledges and agrees to all stipulations specified above. Furthermore, the retailer understands that by not adhering to these regulations the retailer's dealer status may be revoked without notice by XCGEAR and the retailer will no longer be authorized to purchase XCGEAR products for resale.

This agreement is not a guarantee to do business and XCGEAR reserves the right to discontinue business at any time, and for any reason.

Signatures:

*Name of Dealer (please Print)_____

*Owner/Officer Signature _____
(MUST BE SIGNED/GUARANTEED BY AN OWNER/OFFICER OF THE COMPANY)

*Witness Signature _____ Date _____

*Printed Name _____

XCGEAR Authorized

Signature _____ Date _____

Please return signed copy to:

lisa@xcgear.com

Or

XCGEAR, LLC

384 Goodman Road East Suite 268

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