

Firestone Industrial Products Company, LLC Authorized Retailer Terms and Conditions

These Firestone Industrial Products Company, LLC (“Firestone”) Authorized Retailer Terms and Conditions (“Retailer Terms”) are effective as of October 10, 2014.

1. Appointment. Subject to these Retailer Terms and approval from Firestone through its Authorized Retailer registration process, Firestone appoints the retailer (“Retailer”) to perform as a Nonexclusive Authorized Retailer for the Products. Defined terms are set forth in Section 6 of these Retailer Terms. The Retailer may submit orders for any or all of the Products for resale from Firestone or any reseller that is designated as a Nonexclusive Authorized Reseller by Firestone. Each such order will be subject to (and the Retailer will comply with) the prices, payment terms and other terms and conditions of sale, including, without limitation, the Relationship Documents. The Retailer shall be included in Firestone’s Green List. The Green List, along with notice regarding removal of any Retailer from the Green List, will be provided to Firestone’s distributors and direct customers on a periodic basis.

2. Responsibilities. Except as otherwise directed or approved in writing by Firestone in advance, the Retailer, at its own expense, will do each of the following:

- (a) promote the sale and use of the Products;
- (b) promptly and effectively respond to questions and service requests relating to the Products it sells;
- (c) represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of Retailer, Firestone and the Products;
- (d) use the Intellectual Property only as permitted by Firestone;
- (e) refrain from questioning or challenging the rights claimed by Firestone or its Affiliates in the Intellectual Property or assisting any others in doing so;
- (f) comply with all laws and all of the Firestone Policies;
- (g) promptly and in timely fashion comply with whatever request may be made by Firestone relating to any law or expectation thereof or the modification or recall of any or all of the Products; and
- (h) upon termination of Retailer’s designation as a Nonexclusive Authorized Retailer, immediately cease all use of anything which would give the impression that the Retailer is an authorized reseller or representative of or for the Products or has any affiliation whatsoever with Firestone or the Products (except to the extent reasonably necessary for the sale of Retailer’s remaining inventories when termination of Retailer’s designation as a Nonexclusive Authorized Retailer becomes effective).

Failure to comply with any or all of the responsibilities in this Section 2 shall be considered a material breach of these Retailer Terms and may result in removal from Firestone’s Green List.

3. Warranty. Firestone makes no warranties of merchantability and/or fitness for a particular purpose, except as set forth in Firestone written specifications or other Firestone documentation. Further, Firestone shall not be liable for (i) loss, damage or delay resulting from any cause whatsoever beyond its reasonable control and (ii) any incidental, consequential damages or special damages, loss or expense to Retailer or others for any reasons whatsoever. Firestone may provide a limited warranty with its Products but the warranty will vary based upon the Products, market and application. In any event, Firestone’s liability hereunder shall be limited to the purchase price paid by Retailer or, at Firestone’s sole option, replacement of Products.

4. Termination. Retailer's designation as a Nonexclusive Authorized Retailer will terminate when either Party provides the other Party with written notice of termination, and such termination of Retailer's designation as a Nonexclusive Authorized Retailer shall be effective: (a) no sooner than the date of receipt of such notice in the event of a material breach of these Retailer Terms by such other Party; or (b) no less than thirty (30) days after such receipt for termination on other grounds (which may be with or without cause). A breach by the Retailer of any or all of the Relationship Documents will be deemed to be a breach by the Retailer of these Retailer Terms. Any notification provided by Firestone to Retailer stating that Retailer is no longer able to purchase Products from Firestone and/or has been removed from the Green List shall serve as notice of immediate termination of Retailer's designation as a Nonexclusive Authorized Retailer; Firestone shall have no obligation to provide any additional written notice of such termination. After termination of Retailer's designation as a Nonexclusive Authorized Retailer, acceptance of one or more orders from the Retailer or fulfillment of one or more accepted orders (regardless whether accepted before or after termination of Retailer's designation as a Nonexclusive Authorized Retailer) will: (i) unless otherwise designated by Firestone, be subject to all of the terms and conditions of the Relationship Documents as if such acceptance or fulfillment had occurred during Retailer's designation as a Nonexclusive Authorized Retailer, and (ii) in no event, be construed as a renewal or extension of Retailer's designation as a Nonexclusive Authorized Retailer or as a waiver of notice of termination.

5. Miscellaneous.

(a) Retailer's designation as a Nonexclusive Authorized Retailer and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Retailer without the express written consent of Firestone. Each delegation, transfer or assignment by the Retailer without such consent shall be void. The relationship between Firestone and the Retailer shall be that of independent contractors, and nothing in the Relationship Documents or elsewhere shall constitute or be deemed to constitute a partnership, joint venture or franchise between Firestone and the Retailer or shall constitute or be deemed to constitute the Retailer as agent of Firestone for any purpose. The Retailer shall have no authority or power to bind Firestone or to contract in the name of and create a liability against Firestone in any way.

(b) At any time and without prior notice: (i) Firestone may modify any or all of the Firestone Policies, with each such modification becoming effective immediately, unless Firestone notifies the Retailer in writing of another effective date and (ii) any or all items of the Products may change, in which case, the Retailer acknowledges and agrees that Firestone may without liability or penalty cancel all pending orders (even if accepted) from the Retailer for such changed items and refuse to accept any new orders from the Retailer for such items.

(c) These Retailer Terms shall be governed by and interpreted under the laws of the State of Indiana without regard to that state's conflicts of laws provisions. Each dispute arising out of or relating in any way to these Retailer Terms between the Parties shall be litigated at the trial level as a bench trial only in the Southern District of Indiana or state court in Hamilton County, Indiana, as each Party, on behalf of itself and its Affiliates, hereby: (i) waives trial by jury, (ii) submits to personal and subject matter jurisdiction in such courts; and (iii) agrees not to contest venue.

(d) The headings appearing at the beginning of any or all of the Relationship Documents and each part thereof are for convenience only and shall not be deemed to define, limit or construe the contents of any or all thereof. Time is of the essence. The Relationship Documents shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party.

(e) If any or all parts of the Relationship Documents shall be held invalid, the remainder of the Relationship Documents shall continue in full force and effect, and each such part shall be deemed not to be part of the Relationship Documents.

(f) The Relationship Documents, as may be modified from time to time: (i) constitute the entire understanding of the Parties with respect to the subject matter thereof; (ii) are intended to govern the relationship between the Parties therefor; (iii) supersede all prior agreements, representations or statements between the Parties, either oral or written; and (iv) except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by both of the Parties, as each Party hereby waives its right, if any, to modify these Retailer Terms orally.

(g) Except as otherwise expressly provided in the Relationship Documents or as the Parties otherwise may expressly agree in writing, no failure, refusal, neglect, delay, waiver, forbearance or omission by Firestone to exercise any rights under the Relationship Documents or to insist upon full compliance by the Retailer with the Retailer's duties, obligations or restrictions thereunder shall constitute a novation or waiver of any provisions of thereof or otherwise thereafter limit the right of Firestone to fully enforce any or all of the provisions and parts thereof.

(h) Each notice to either Party (including without limitation to change a Party's address) must be in writing and shall be sent to the intended recipient (with all fees paid) by express courier service, facsimile or e-mail to such recipient's address and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

6. Certain Definitions. For purpose of these Retailer Terms:

(a) "Affiliates" means any or all of the individuals, entity and entities controlling, controlled by or under common control with the Party identified, with "control" and its variants in this context having the same meaning as under the U.S. securities laws;

(b) the "Green List" is a list of approved Nonexclusive Authorized Retailers;

(c) the "Intellectual Property" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which Firestone and its/or Affiliates claim rights;

(d) "Nonexclusive Authorized Retailer" means that (i) the Retailer may hold itself out as a reseller authorized by Firestone for the Products, and (ii) Firestone may offer and sell anywhere and everywhere any or all of the Products and anything else directly or indirectly to one or more individuals and entities other than the Retailer;

(e) a "Party" means Firestone or the Retailer and the "Parties" means Firestone and the Retailer;

(f) the "Products" means those Ride-Rite products made available to the Retailer by any or all of either Firestone and/or its distributors specifically authorized by Firestone to sell to the Retailer;

(g) the "Relationship Documents" means collectively these Retailer Terms and any Firestone purchase orders or quotes for the Products; and

(h) the "Firestone Policies" means collectively the then-current versions of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) from time to time issued in writing or made available electronically by Firestone to the Retailer.