



1/15/2021

John Currie Performance Group, Inc. DBA Rock Jock ("RockJock") Reseller Agreement

The following MAP Policy, Terms and Conditions, Warranty Policy, Warrantee Procedure and Prop 65 Compliance Guidelines apply to all RockJock products sold to distributors, resellers, dealers and warehouses. We require written acknowledgement of these policies, procedures and guidelines in order to ensure our ability to fully support your company and provide statutory compliance for the entire RockJock value chain.

Minimum Advertised Price (MAP) Policy:

John Currie Performance Group, Inc. DBA Rock Jock ("RockJock") has adopted a unilateral Minimum Advertised Price ("MAP") policy for all items offered in our WD and Jobber pricing schedule. This MAP policy applies to all products sold by RockJock and covers all RockJock®, Antirock®, Johnny Joint®, Currectlync®, and Currectrac® branded products as well as any other products on our master pricing schedule (collectively, "MAP Products"). RockJock may, in its sole discretion, modify the list of MAP Products from time to time. Under these MAP policies, any consumer or public advertisement of these products must not result in a net advertised price that is below the respective MAP price. This MAP policy only applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone. This MAP policy does not apply to solely on-premises or in-store advertising that is not distributed to customers. From time to time, RockJock may permit resellers to advertise MAP Products at prices lower than the MAP price by providing advance notice to all resellers of such changes. RockJock, 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 than the MAP. This MAP policy shall apply to any activity in which RockJock determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy. RockJock reserves the right to cancel any pending orders, restrict future orders, or suspend the reseller's account if RockJock reasonably believes either (a) a reseller has violated the provisions of this policy; or (b) a reseller intends to violate this policy. Waivers to this MAP policy may be granted in RockJock's sole discretion in writing executed by a RockJock executive. Resellers are expected to provide reasonable cooperation in any RockJock investigation regarding possible MAP policy violations. This MAP policy will be enforced by RockJock in its sole discretion and without notice. Violations 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.

A MAP price has been established for each part number. These MAP prices are published by part number via pricing data notifications and are available to direct customers as well as authorized dealers that purchase from a distributor. MAP prices for each part number are listed in our master pricing schedule for both WD and Jobber accounts. Requests to obtain a copy of the master pricing schedule or questions regarding MAP policy, should be submitted in writing to sales@rockjock4x4.com.

If you are not the individual/team responsible for managing pricing and policy on the RockJock product lines please ensure that the correct individual/team is notified and aware of this MAP policy. Please contact account manager if you have any questions.

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1592 Jenks Dr.
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Terms & Conditions:

Price, terms and policies herein supersede all previous quotations and are subject to change without notice. Cash, certified check, money order, Visa, MasterCard and American Express are accepted. Company checks acceptable for approved accounts only. All shipments are F.O.B. our factory in Corona, Ca. Special packaging and handling may incur additional charges.

Returns of products purchased from a vendor must be returned to that vendor, not directly to RockJock. Unauthorized returns will be refused. Written return authorization must be furnished by RockJock in advance of any return. Authorized returns may be subject to a 15% handling charge. Items returned in original packaging with matching proof of purchase will receive a refund at 100% of purchase price. Items returned without proof of purchase will receive a 50% refund of retail value. Kits returned incomplete will receive a refund of 50% of the retail value for each individual item returned. (ex. If an Antirock® kit is purchased and parts are pulled from the kit and the remaining parts from the kit are returned, the returned value is 50% of the retail value of the individual components returned, not 50% of the retail value of the kit originally purchased).


Warranty:

John Currie Performance Group, Inc. DBA Rock Jock ("RockJock") warranties, to the original purchaser with physical proof of purchase, all items manufactured by RockJock to be free from defects in materials and workmanship for the limited period of two (2) years from the stated delivery date on invoice. Any alteration or improper use as determined by RockJock in its sole discretion will void this warranty. Further, we disclaim any liability for action resulting from failure or parts durability. We disclaim any express or implied warranties, including, without limitation, implied warranties of merchantability, condition of any kind and fitness for a particular purpose. Our products may be subject to an infinite variety of conditions due to the manner in which they are used, serviced and/or installed. Purchasers and users of such products rely upon their own judgment as to the suitable use, selection, service, and installation of such products. This warranty does not cover damage caused by or facilitated by failure of non-RockJock components. This warranty does not extend to, and RockJock shall not be liable for, any agreements or representations made by dealers or resellers of RockJock products beyond what is stated here.

This warranty is not assignable and non-transferable. Because all parts which we sell are intended for use in heavy duty applications, it is not possible to warranty or guarantee the performance of any items under all circumstances. Each warranty represents the sole and exclusive remedy for any product defect or failure and our total liability for any part we warrant. RockJock's liability under this warranty shall be limited to the cost for repair, replacement or an upgrade of the product (at RockJock's sole and absolute discretion). Upgrade cost would be at the user's expense. Consequential costs such as, but not limited to labor fees, loss of use, loss of revenue, loss of time, towing fees or freight charges are not covered. Any product that, in the opinion of RockJock, has been abused, altered, incorrectly installed or used in competition is not covered. Nothing in this warranty is intended to be a representation by RockJock that offroad component failures cannot occur.

Warranty Procedure:

Contact your RockJock dealer or RockJock directly about the problem prior to removing any part from the vehicle. If it appears that the part is warrantable through means of verbal and/or written communication and photos, you will be given a Return Materials Authorization (RMA) Number and asked to return the part to RockJock, freight prepaid. If the part is found to be warrantable, it will be repaired or replaced and returned to you. All freight charges are the customer's responsibility. If a replacement part is needed before the part in question can be returned, you must first purchase the replacement part. Then, if the part in question is deemed warrantable, you will be credited / refunded.

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California Prop 65 Compliance:

John Currie Performance Group, Inc. DBA Rock Jock ("RockJock") is committed to the success of its suppliers, distributors and upstream partners and is therefore operating in full compliance with the California Prop 65 consumer notification requirements according to the statutes and the chemicals listed as hazardous by California's Office of Environmental Health Hazard Assessment "OEHHA":

www.P65Warnings.ca.gov

As a part of that program, suspension and steering components and complete assemblies that are shipped complete for sales in the USA have 2020 Prop 65 compliant Warning labels affixed on the outside of each package. For products delivered to markets outside the USA RockJock will provide the Prop 65 Warning labels upon request if that stock will be trans-shipped back to the USA and California.

Please find attached below the RockJock 2021 P65 Warnings & Guidelines document. It includes RockJock's 2021 P65 Warnings as well as guidelines for reproduction and use on the web and in catalogs. It is critical that P65 Warnings be reproduced exactly as supplied as every aspect including font sizes, use of Bold print or ALL CAPS are part of the new California statutes effective August 2018.

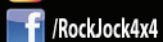
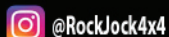
All RockJock products that are purchased for potential re-sale or marketing to California Consumers must retain the Prop 65 Warnings as supplied by RockJock and all advertisements, websites and any other marketing media that may be seen by California Consumers must use the RockJock Prop 65 Warnings as detailed in the RockJock 2021 Prop 65 Warnings & Guidelines.

Acknowledged By:

Date:

For (Company Name):

Signature:



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