



Unilateral Pricing Policy

We at Trail Gear recognize that our exclusive Dealers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our Dealers' efforts, Trail Gear, Inc. ("Trail-Gear") wishes to establish policies that allow Dealers to earn the profits necessary to maintain the high level of customer service people have come to expect from Trail-Gear Dealers. Because Trail-Gear wishes to successfully compete in the marketplace and to maintain its premium brand image, it has enacted this Unilateral Price Policy ("Unilateral Policy" or "Policy" or "UPP"). Hereafter, all sales from Dealers to End Users of products set forth in Trail-Gear's *Unilateral Price List* ("UPL") inside the United States and Canada shall be subject to this Unilateral Policy. (Canadian dollar conversions must equal United States dollars shown in the *Unilateral Price List*.)

Trail-Gear's products covered and their coordinating minimum advertised prices are set forth in the *Unilateral Price List* which shall be delivered or otherwise made available by Trail-Gear to the Dealer. Trail-Gear reserves the right from time to time to alter, modify, suspend, or cancel this Unilateral Policy, the products covered, and/or the minimum advertised prices. Trail-Gear's sales personnel have no authority to modify or grant exceptions to this Policy. All questions regarding interpretation of this Policy should be directed to the Trail-Gear Policy Coordinator at: tgpolices@trail-gear.com

This Policy does not restrict the Dealer's right to establish independent advertised and/or resale prices of Trail-Gear products. Trail-Gear reserves the right to determine whether a Dealer has advertised Trail-Gear products at a net advertised price less than the minimum advertised price established in this Unilateral Policy. Upon such determination Trail-Gear may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the Dealer.

This Policy has been unilaterally adopted by Trail-Gear. Trail-Gear neither solicits nor will it accept assurances by a Dealer of acquiescence with this Policy. Nothing in this Policy shall constitute an agreement between Trail-Gear and any Dealer of compliance with this Policy. The Dealer within its own discretion can choose to acquiesce or not acquiesce with this Policy. Trail-Gear will not discuss conditions of acceptance related to this Policy. This Policy is non-negotiable and will not be altered, modified, or amended for any Dealer.

Notwithstanding the foregoing, the following actions **shall not** constitute acquiescence with the Trail-Gear's Unilateral Price Policy:

- a. Combining a product(s) from the *Unilateral Price List* with any other product for a sale price lower than the combined price of what the two (2) products could be purchased independent of each other **shall not** constitute acquiescence with Trail-Gear's Unilateral Policy.



- b. The issuance of non-Trail-Gear announced rebates (in any form) on a product(s) listed in the *Unilateral Price List* shall not constitute acquiescence with Trail-Gear's Unilateral Policy.
- c. Advertising that requests the End User to "see price in cart," "click to see price," "add to cart for best price," or presents "Why we do not show a price?" or a price that is struck through, no price listed, or any language or graphic representation that implies, or from which the End User can infer, that the End User click through to the cart to see a price lower than that set forth in the *Unilateral Price List* shall not constitute acquiescence with Trail-Gear's Unilateral Policy.

Notwithstanding the foregoing, the following actions shall constitute acquiescence with the Trail-Gear's Unilateral Price Policy:

- a. The offer of free shipping or financing on product(s) in the *Unilateral Price List* shall constitute acquiescence with Trail-Gear's Unilateral Policy.
- b. Trail-Gear, from time to time within its sole discretion, may announce promotion prices and bundles of the products listed in the *Unilateral Price List* which shall constitute acquiescence with Trail-Gear's Unilateral Policy.
- c. The offer of a gift card redeemable for value on a future purchase with the purchase of product(s) in the *Unilateral Price List* shall constitute acquiescence with Trail-Gear's Unilateral Policy.