

Firestone Industrial Products Company, LLC Authorized Reseller Terms and Conditions

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

1. Appointment. Subject to these Reseller Terms and approval from Firestone through its Authorized Reseller registration process, Firestone appoints the reseller (“Reseller”) to perform as a Nonexclusive Authorized Reseller for the Products. Defined terms are set forth in Section 15 of these Reseller Terms. Except as expressly directed in writing by Firestone: (a) the Reseller agrees to submit to Firestone orders for any or all of the Products and (b), for each order from the Reseller accepted by Firestone pursuant to the Relationship Documents, the Reseller agrees to pay Firestone consistent with the credit, security, payment and other terms described in the Relationship Documents.

2. Firestone Responsibilities. Firestone will do each of the following:

(a) consistent with the Firestone Policies and as otherwise deemed appropriate by Firestone, make available to the Reseller (or the Reseller’s relevant personnel) (i) training and training materials and (ii) sales samples, published technical information, sales aids and other materials, each in the form, with the content and in the quantities as determined by Firestone;

(b) obtain and maintain all authorizations and approvals (collectively, the “Authorizations”) which in the judgment of Firestone are necessary or desirable for the marketing and sale of the Products, except that nothing in these Reseller Terms will require Firestone to obtain and maintain or either thereof or any or all of the Authorizations (i) related to the organization, conduct and operation of Reseller’s business or (ii) if Firestone determines that the costs thereof are not justified or for any other reason(s) Firestone decides not to do so;

(c) inform the Reseller of technical developments that in the judgment of Firestone are relevant to the promotion or sale by the Reseller and use of any or all of the Products;

(d) conduct a product development program designed to address marketplace needs consistent with the objectives of Firestone;

(e) advertise and promote any or all of the Products to the extent and in the manner considered appropriate by Firestone; and

(f) make available to the Reseller other assistance as Firestone deems reasonably necessary or appropriate.

3. Reseller Responsibilities. Except as otherwise directed or approved in writing by Firestone in advance, the Reseller, 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) maintain an appropriate number of competent sales and marketing personnel who are trained to describe, demonstrate and sell each of the Products;

(d) maintain sufficient amounts of inventory to support Reseller’s duties and obligations under these Reseller Terms;

(e) represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of Reseller, Firestone and the Products;

(f) refrain from knowingly or negligently directly or indirectly advertising, promoting, offering or selling Products through any channel, or to any party, including, without limitation, any online sites to anyone other than an Authorized Retailer, including without limitation any individual or entity removed from the Green List (except to the extent as may be permitted therein);

(g) use the Intellectual Property only as permitted by Firestone in the Relationship Documents, including without limitation maintaining the confidentiality of all information designated as confidential by Firestone;

(h) refrain from questioning or challenging the rights claimed by Firestone or its Affiliates in the Intellectual Property or assisting any others in doing so;

(i) comply with all laws and all of the Firestone Policies;

(j) 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;

(k) maintain sufficient financial resources to perform the duties and obligations of the Reseller under the Relationship Documents; and

(l) upon termination of Reseller's designation as a Nonexclusive Authorized Reseller, immediately cease all use of anything which would give the impression that the Reseller 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 Reseller's inventories remaining when termination of Reseller's designation as a Nonexclusive Authorized Reseller becomes effective).

Failure to comply with any or all of the responsibilities in this Section 3 shall be considered a material breach of these Reseller Terms.

4. Acceptance. At all times, Firestone shall have the right to: (a) accept, reject or, if already accepted by Firestone, cancel one or more orders from the Reseller for any reason or no reason; (b) allocate the Products in such manner as Firestone deems advisable; and (c), in the event that Firestone should determine that one or more special credit restrictions (as defined by Firestone) apply, impose such payment terms as Firestone deems appropriate prior to doing either or both of the following: (i) accepting any or all new orders from the Reseller or (ii) filling or completing any or all pending orders (even if accepted) from the Reseller.

5. Green List Removals. Immediately upon receipt by Reseller or posting of updates to the Green List containing notice of individuals or entities being removed from the Green List (whichever occurs first), the Reseller will cancel all pending orders (even if accepted) from individuals or entities removed from the Green List and refuse to accept any new orders from such individual(s), entity or entities for (or otherwise supply to any and all of them) any and all of the products. Failure to comply with this Section may, at Firestone's sole discretion, result in (a) Firestone's refusal to sell to Reseller for an indefinite period of time (i) a specific Product, (ii) a Product family or category or (iii) all Firestone Products; or (b) termination of Reseller's designation as a Nonexclusive Authorized Reseller, in accordance with Section 13 of this Agreement.

6. Retail Operation. Notwithstanding the language in Section 3(f), above, in the event that the Reseller wishes to sell any or all of the Products through a Retail Operation, Firestone appoints the Retail Operation (and only the Retail Operation doing business under the name(s) and using the website(s), if any, provided to and approved by Firestone in advance, and which approval has not been rescinded in whole or part), and the

Reseller agrees that: (a) the Retail Operation will perform as a nonexclusive Authorized Retailer for the Retail Products until notified otherwise by Firestone and (b) the Reseller will be liable to Firestone for the act(s) or the failure(s) to act of the Retail Operation. Firestone may rescind approval of any Retail Operation at any time by providing written notice to Reseller.

7. Retail Operation Responsibilities. Except as otherwise directed or approved in writing by Firestone in advance, the Reseller agrees that the Retail Operation, at its own expense (or that of the Reseller), will do each of the following: (a) promote the sale and use of the Retail Products; (b) promptly and effectively respond to questions and service requests regarding the Retail Products; (c) maintain an appropriate number of competent sales and marketing personnel who are trained to describe, demonstrate and sell each of the Retail Products; (d) refrain from knowingly or negligently directly or indirectly advertising, promoting or selling any or all of the Retail Products (or, if so designated by Firestone, just certain item(s) of the Retail Products) to anyone other than an end user; (e) comply with Sections 3(e) and 3(g) through 3(j) of these Reseller Terms (substituting “the Retail Operation” for “the Reseller,” but without in any way diminishing the Reseller’s responsibility thereunder); and (f), upon the loss of status as one of the Authorized Retailers, immediately cease all use of anything which would give the impression that the Retail Operation is an authorized reseller or representative of or for the Retail Products or has any affiliation whatsoever with Firestone or the Retail Products.

8. Insurance. The Reseller, at its sole cost and expense (including without limitation payment of all deductibles), will purchase and maintain in effect or cause to be purchased and maintained in effect comprehensive commercial general liability insurance on an occurrence basis for the Reseller and, if present, the Retail Operation (including without limitation coverage for premises and operations, products liability, completed operations, personal injury and contractual liability), and such insurance will have limits for each occurrence and in the aggregate no less than the amounts, if any, specified in the Firestone Policies (such coverage may be achieved with the use of general liability and umbrella/excess liability insurance, as long as the latter is on a follow-form basis). The Reseller will furnish Firestone with one or more certificates of insurance evidencing that the Reseller has the insurance coverage in force as required by the Relationship Documents no later than ten (10) days after receipt of notice by the Reseller from Firestone requesting such certificates.

9. Orders. In the event that Firestone receives one or more orders (or similar or related documents) from the Reseller which contain one or more provisions which are inconsistent with or in addition to any or all of the provisions of the Relationship Documents: (a) each such order will be conclusively deemed to be governed by the Relationship Documents; (b) each such inconsistent or additional provision will be deemed stricken; and (c) no order submitted by the Reseller will be deemed to be governed by any provision(s) other than that or those contained in the Relationship Documents, unless and until a written supplement which adopts such provision(s) is duly executed by both of the Parties.

10. Product Returns. Products and Retail Products may not be returned to Firestone without Firestone’s prior written approval. Any returns of the Products or Retail Products agreed to by Firestone shall be made in accordance with the following procedures: (a) upon receiving written approval from Firestone for the return, Reseller shall ship the Products and/or Retail Products prepaid to Firestone at the address specified in the written return approval and shall issue debit memo covering the Products and/or Retail Products and list reasons for the return and the purchase order number; (b) upon receipt, Firestone will inspect the Products and/or Retail Products and make a determination as to allowance or non-allowance of credit; if Firestone in its sole discretion determines no allowance or credit will be made, it is under no obligation to return the Products and/or Retail Products to Reseller unless Reseller has made an arrangement to have the Products or Retail Products return shipped at Reseller’s sole cost; any such Products and/or Retail Products not accepted for return may be destroyed by Firestone after forty-five (45) days; and (c) the return of new and unused Products and/or Retail Products pursuant to this Section is subject to Firestone’s published restocking policy.

11. 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 any or all of the Reseller, the Reseller Operation, purchaser(s), end user(s) and 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 Reseller or, at Firestone's sole option, replacement of Products.

12. Enforcement. In the event Firestone and/or its Affiliates file(s) any action(s) against the Reseller and/or its Affiliates to enforce or defend any of the rights of Firestone and/or its Affiliates or file(s) any response(s) to or in any action filed against Firestone and/or its Affiliates by the Reseller and/or its Affiliates, Firestone and/or its Affiliates shall be entitled: (a) to equitable relief without the necessity of posting bond or other security (including without limitation entry of temporary and permanent injunctions and orders of specific performance) and (b) to recover from the Reseller and/or its Affiliates in each judgment wholly or partially in favor of Firestone and/or its Affiliates entered in such action the attorneys' fees and litigation expenses of Firestone and/or its Affiliates, the court costs and damages as permitted by law, the costs of collection thereof and other relief as a court may award or order. In the event of any breach or threatened breach of any or all of Sections 3(e) through 3(j), 3(l), 5, 7(d) through 7(f) and 14(d) of these Reseller Terms, remedies at law alone will not be adequate.

13. Termination. Reseller's designation as a Nonexclusive Authorized Reseller will terminate when either Party provides the other Party with written notice of termination, and such termination of Reseller's designation as a Nonexclusive Authorized Reseller shall be effective: (a) no sooner than the date of receipt of such notice in the event of a material breach of these Reseller 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 Reseller of any or all of the Relationship Documents will be deemed to be a breach by the Reseller of these Reseller Terms. After termination of Reseller's designation as a Nonexclusive Authorized Reseller, acceptance of one or more orders from the Reseller or fulfillment of one or more accepted orders (regardless whether accepted before or after termination of Reseller's designation as a Nonexclusive Authorized Reseller) 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 Reseller's designation as a Nonexclusive Authorized Reseller, and (ii) in no event, be construed as a renewal or extension of Reseller's designation as a Nonexclusive Authorized Reseller or as a waiver of notice of termination.

14. Miscellaneous.

(a) Reseller shall hold in confidence all technical and other proprietary information disclosed to Reseller directly or indirectly by Firestone and its employees, refrain from disclosing such information to anyone else, and use such information for no purpose other than Reseller's performance under these Reseller Terms without the prior written consent of Firestone; the commitments of this paragraph shall not extend to any portion of said information which: (i) was in Reseller's possession prior to receipt from Firestone as witnessed by written records, (ii) is now or hereafter becomes generally available to the public on a non-confidential basis through no act or failure to act by Reseller, or (iii) is disclosed to Reseller on a non-confidential basis by another party who has a bona fide right to disclose said information.

(b) Reseller's designation as a Nonexclusive Authorized Reseller and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Reseller without the express written consent of Firestone. Each delegation, transfer or assignment by the Reseller without such consent shall be void. The relationship between Firestone and the Reseller 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 Reseller or shall constitute or be deemed to constitute the

Reseller as agent of Firestone for any purpose. The Reseller 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.

(c) 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 Reseller in writing of another effective date and (ii) any or all items of the Products and the Retail Products may change, in which case, the Reseller acknowledges and agrees that Firestone may without liability or penalty cancel all pending orders (even if accepted) from the Reseller for such changed items and refuse to accept any new orders from the Reseller for such items and, in the case of such changed item(s) of the Retail Products, effective with the date of such change, the Reseller will cancel all pending orders (even if accepted) from the Retail Operation for such changed item(s) and refuse to accept any new orders from the Retail Operation for (or otherwise supply to the Retail Operation) such item(s).

(d) These Reseller 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 Reseller 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.

(e) 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.

(f) 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.

(g) 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 Reseller Terms orally.

(h) 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 Reseller with the Reseller'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.

(i) 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. Each notice from Firestone regarding the Retail Operation will be sent to the principal address of the Reseller.

(j) The following shall survive the termination of Reseller's designation as a Nonexclusive Authorized Reseller: (a) Sections 1 and 3(e) through 6 and 7(d) through 15 of these Reseller Terms; (b) each of the definitions otherwise contained in the Relationship Documents; and (c) each of the Firestone Policies

which by its own terms expressly states that it survives the termination of Reseller's designation as a Nonexclusive Authorized Reseller or which Firestone otherwise designates as so surviving.

15. Certain Definitions. For purpose of these Reseller 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) "Authorized Retailers" means, collectively, each reseller that (i) is designated as a nonexclusive Authorized Retailer by Firestone notice;

(c) 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 Reseller.

(d) the "Green List" means a list of Authorized Retailers;

(e) 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/or its Affiliates claim rights;

(f) "Nonexclusive Authorized Reseller" means that (i) the Reseller 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 Reseller;

(g) a "Party" means Firestone or the Reseller and the "Parties" means Firestone and the Reseller;

(h) the "Products" means those Ride-Rite products made available to the Reseller by any or all of Firestone and its designees;

(i) the "Relationship Documents" means, collectively, these Reseller Terms the Firestone Policies and any Firestone purchase orders or quotes for the Products;

(j) the "Retail Operation" means selling any or of the Products to end users directly or through one or more businesses owned or operated by the Reseller or one or more Affiliate(s) of the Reseller; and

(k) the "Retail Products" means those products for which the Retail Operation is authorized by Firestone and made available to the Retail Operation by any or all of (i) Firestone and (ii) the distributors specifically authorized by Firestone to supply the Retail Operation (including without limitation the Reseller).