DIVISIONS OF LEMANS CORPORATION
3501 KENNEDY RD. • P.O. BOX 5222 • JANESVILLE, WI 53547-5222 • PHONE 608/758-1111 • FAX 608/741-5395

Greetings!

Thank you for your interest in becoming one of our dealers. We are the industry's leading after-market parts & accessory distributor. We sell directly to dealers, **not** to consumers or sub-distributors. We reserve the right to accept or deny any dealer application.

- We are committed to delivering the best customer experience every day.
- We stay true to our values of supporting our customers with industry-leading brands, products, unmatched fill rate, shipping services and the finest websites and catalogs.
- Parts Unlimited & Drag Specialties always has and will stay committed to our legitimate powersports dealers.

To assist us in processing your application, the following items are required via fax, email or mail:

1) Your completed **Dealer Application** including the following items:
   a) Copy of your **State Resale Tax Certificate** (if applicable).
   b) Copy of your **Business License** (if applicable).

2) **Video Walkthrough of your business** including inside: display/service area & outside: building/signage etc. ***If video is not possible, photos are acceptable.***
   a) Video/Photos must be emailed to Dealer Development at: **DealerDev@Parts-Unltd.com** or available on your website and/or social media page(s)

Thank you for your interest. We look forward to receiving your completed application and additional documents. If you have any questions, please call Dealer Development at (608) 758-1111.

Fax: 608-741-5395

E-mail: DealerDev@Parts-Unltd.com

Mail:
Parts Unlimited
ATTN: Dealer Development
PO Box 5222
Janesville, WI 53547-5222

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E-Bike Only DEALER APPLICATION

Legal Firm Name_____ Date_____

Doing Business As (D/B/A) _____

Street Address _____

City_____ State _____ Zip_____

Store Phone Number: _____ Fax Number: _____

E-mail Address _____

Website Address_____

Social Media Links_____

Billing Address, if different_____

Federal Employee Id # _____ Zoning_____

Primary Business is in the E-bike market: ☐ Yes ☐ No || We also sell pedal bikes: ☐ Yes ☐ No

Type of ownership (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC

Owner's First & Last Name: _____

Home Address _____

City _____State _____ Zip_____

Home/Cell Phone _____ Personal Email: _____

2nd Owner's First & Last Name: _____

Home Address _____

City _____ State _____ Zip _____

Home/Cell Phone _____ Personal Email: _____

*__**If more than two owners, please complete another page.__*

Written confirmation of Name & Ownership change is required. (__MUST INCLUDE PHOTOS/VIDEO__)

OFFICE USE ONLY

Dealer # _____ _____BROF_____

Rep #_____ _____APOF_____

SOS ☐ _____ _____CAOF_____

Google ☐ _____ _____POF_____

Office Notes: _____

_____

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DEALER APPLICATION (Continued)

Store Manager_____ Accessory Manager_____

Parts Manager_____ Bookkeeper _____

Description of your business:

☐ Accessory Store ☐ Internet ☐ Repair Shop

☐ Other Explain: _____

E-Bike Lines Carried: _____

_____

STORE HOURS:

	Open	Close		Open	Close
MON	_____	_____	FRI	_____	_____
TUE	_____	_____	SAT	_____	_____
WED	_____	_____	SUN	_____	_____
THU	_____	_____			

Current Owner Start Date _____

Approximate current inventory value: _____

Approximate building sq. ft.: _____

Approximate annual sales: _____

-- Hours posted? ☐ Google ☐ Facebook ☐ Website ☐ Front Door ☐ Other: _____

Requested Method of Payment:

☐ Credit Card (DO NOT provide Credit Card data on this Form) Accepting Visa, Master Card, Discover

☐ Open Account (Separate CREDIT APPLICATION Required)

The undersigned is responsible for any not sufficient funds charges and any other charges relating to product received and not paid for along with costs of collection.

Trade Suppliers: (leave blank if Brand New Business)

1. Company Name _____ Phone # (_____) _____

City _____ State _____ Zip_____

2. Company Name _____ Phone # (_____) _____

City _____ State _____ Zip_____

3. Company Name _____ Phone # (_____) _____

City _____ State _____ Zip_____

I hereby affirm that all of the above information is true and correct and that I have received copies of the Advertising and Sub-Distribution Policies.

Signature: _____ **Date**: _____

Print Name: _____

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SUB-DISTRIBUTION POLICY

TO: **All Parts Unlimited and Drag Specialties Dealers**
FROM: **Fred Fox, Chairman/CEO**
DATE: **December 31, 2009**

LeMans Corporation, d/b/a Parts Unlimited, and Drag Specialties ("LeMans"), distributes numerous products bearing brand names or trade names that are trademarks or service marks and associated logos and trade dress which are owned by LeMans or licensed to LeMans (collectively the "LeMans Products"). LeMans also holds copyrights to the material in all of its catalogs and advertisements.

LeMans' preferred method of distribution for its products is that LeMans Products should move directly, without any intervening layers of distribution, from LeMans to its authorized retail dealer ("Dealer") and then in turn to the end user. LeMans believes this method of distribution will enhance each Dealer's ability to maintain the goodwill, reputation and high value of LeMans Products.

It is LeMans' policy that unless a duly authorized representative of LeMans consents to the same in writing, no Dealer may sell or transfer any LeMans Products bearing a LeMans trademark or a trademark licensed to LeMans for use with products which are exclusively distributed by LeMans including, without limitation, **"PARTS UNLIMITED®," "DRAG SPECIALTIES®," "SLIPPERY®" "THOR®," "THORMX®," "MOOSE®," "MOOSE RACING®," "MOOSE UTILITY DIVISION®," "MOOSE ATV HUNTING PRODUCTS," "PYTHON®," "ICON®," "TRUKKE®", "WINGLEADER®," "Z1R®," "ARCTIVA®" and "AMS® Tires"** or any similar marks or derivatives thereof ("Trademarks"), or any of its materials that are subject to copyright protection ("Copyrighted Materials"), in connection with any sale or other transfer unless the Dealer complies with the following requirement:

> "**No Dealer shall sell or transfer a LeMans Product to any individual or entity that the Dealer knows or might reasonably believe has the intention of reselling the same to a retail vendor who will sell to the end user. ("Sub-distribution" or "Sub-distributed").**"

If a Dealer Sub-distributes any LeMans Products without LeMans' written consent, this Sub-distribution Policy may be enforced by LeMans in any manner LeMans chooses, including but not limited to, placing the violating Dealer on a non-ship basis indefinitely with regard to all LeMans Products involved in the violation. All rights of LeMans shall be cumulative and shall be in addition to every other right or remedy available at law or in equity or otherwise.

LeMans grants to its Dealers a revocable, non-exclusive, non-transferable license to use the Trademarks, trade names and Copyrighted Materials, provided the Dealer is an authorized dealer, complies with this Sub-distribution Policy and LeMans' Advertising Policy. LeMans must protect its Trademarks, trade names and Copyrighted Materials and, therefore, does not permit its Dealers to register the Trademarks as or within domain names or to use the Trademarks in Dealer trade names. LeMans further grants to its Dealers a revocable, non-exclusive, non-transferable license to reproduce, distribute and display Copyrighted Materials in order to promote and sell LeMans Products. Any use of the Trademarks or Copyrighted Materials shall be accompanied, where appropriate, by an appropriate attribution identifying LeMans Corporation as the owner of the Trademark and/or Copyrighted Materials so used. LeMans has an exclusive right to all Trademarks, trade names and Copyrighted Materials used by LeMans to identify LeMans Products and Dealer will not claim any right, title or interest therein. Nothing herein shall be construed to give Dealer any right, title or interest in LeMans Products, Trademarks, trade names or Copyrighted Materials.

Any violations of this Sub-distribution Policy and/or any apparent unauthorized use of the Trademarks, trade names or Copyrighted Materials should be reported to the LeMans Legal Department.

LeMans enjoys its relationship with all of its Dealers and wants to work with each Dealer to make the Dealer's business as successful as possible. LeMans hopes that each Dealer will respect LeMans' need to protect its trademarks, trade names and Copyrighted Materials and will cooperate with LeMans by complying with this Sub-distribution Policy.

Fax 608/741-5395 Phone 608/758-1111

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ADVERTISING POLICY

TO: **All Parts Unlimited and Drag Specialties Dealers**
FROM: **Fred Fox, Chairman**
DATE: **April 22, 2015**

LeMans Corporation, d/b/a Parts Unlimited®, and Drag Specialties® ("LeMans"), offers numerous products bearing brand names that it distributes under its own trade names, LeMans' part numbers for the Products (defined below) and trademarks (collectively the "Trademarks"). LeMans also holds copyrights to the material in all of its catalogs and advertisements ("Copyrighted Material"). In order to monitor the use of its Trademarks, and Copyrighted Material, LeMans Corporation has adopted the following policies for its valued authorized dealer network located in the United States ("Dealers").

LeMans enjoys its relationship with all of its Dealers and wants to work with each Dealer to make the Dealer's business as successful as possible. LeMans trusts that each Dealer will respect LeMans' need to protect its Trademarks, and Copyrighted Material and will assist LeMans by complying with this necessary Advertising Policy ("Policy"). LeMans grants a limited, revocable, non-exclusive and non-transferable license to its Dealers to use, reproduce and display the Trademarks and Copyrighted Material provided the Dealer complies with this Policy and LeMans' other policies (the "Limited License"). This Limited License is for the Dealer's use to promote the sale of the Products and does not permit Dealers to distribute the Trademarks or Copyrighted Material to any third party for any purpose other than developing an advertisement for the Dealer. Any use of the Trademarks or Copyrighted Material shall be accompanied, where appropriate, by an appropriate attribution identifying LeMans Corporation as the owner of the Trademark and/or Copyrighted Material so used. When using the Trademarks and/or Copyrighted Material, Dealers must be clearly identified in the advertisement by providing, at a minimum, business name, address and phone number.

Authorized Dealers may sell the Products at any price in their sole discretion. However, LeMans believes that marketing products bearing the Trademarks at a price other than the suggested retail price ("SRP") undermines the industry reputation and market value of the Products. Therefore, LeMans does enforce this Policy, which is intended to preserve the goodwill, market value, reputation, and image of LeMans, the Products and its Trademarks.

Authorized Dealers may use the Trademarks including, **"PARTS UNLIMITED®," "DRAG SPECIALTIES®," "SLIPPERY®" "THOR®," "THORMX,®" "MOOSE®," "MOOSE RACING®," "MOOSE UTILITY DIVISION®," "MOOSE ATV HUNTING PRODUCTS" "PYTHON®," "ICON®," "TRUKKE®", "WINGLEADER®," "Z1R®," "ARCTIVA®," "AMS® Tires,"** or any similar marks or derivatives thereof, Product part numbers or any Copyrighted Material, in connection with any Product advertising, publication, catalog, web page, or other printed, audio, video, or electronic material as long as they adhere to the following requirement:

> **"No Trademarks or Copyrighted Material may be used in any advertisement, catalog, or publication, whether printed, audio, video, or electronic unless the price used is the suggested retail price as published by LeMans."**

Advertising practices that have the effect of changing the advertised price from the SRP, such as, for example, combining a Product with a "free" product or in a "package" with other products or with a discount coupon or promotional code and discounts with membership violate this Policy. Advertisements containing phrases such as "click for price," "email for price," "email for best offer" "call for price" or other similar phrases that imply the price will be different than the SRP are a violation of this Policy. Advertisements that offer discounts must specifically and conspicuously exclude the Products. An advertisement that offers or implies a price other than the SRP on any Product will be a violation of this Policy. Advertisements that advertise a price above the Original Retail (defined below) or imply that a price other than LeMans' SRP is the SRP violates this Policy. This Policy is not applicable to any in store advertising such as in-store displays or signs.

For purposes of this Policy, "advertisement" is defined as any advisement, announcement, information, publication or notice given or made by a Dealer in connection with the solicitation of business or sale of any Product(s) in whatever medium is now known or hereafter developed including print, radio, newsletter, television, handbill, sign (except signs inside the Dealer's retail store directed to consumers inside the store), catalog, letter (including e-mail), electronic media (including, but not limited to, the use of text messages, Twitter, Facebook, blogs, forums and other forms of social media) which includes, a Trademark, Copyrighted Material or a reference to the Dealer's website where the Products are advertised for sale, telecommunication, internet or online sales. For purposes of internet sales, the entire web site, including, but not limited to, the "shopping cart" or similar web site location, will be considered part of the "advertisement" if it can be accessed by links contained on or within the website.

It is a violation of this Policy for any Dealer to support, supply or in any way facilitate other dealers, distributors or retailers who advertise in violation of this Policy.

This Policy applies to current and non-current Products. From time to time, LeMans may reduce the SRP of a Product ("Price Reduction") or LeMans may increase the SRP of a Product ("Price Increase"). A Price Increase will be reflected as the "Original Retail" and the "Current Retail" on the websites www.partsnetweb.com and www.dragnetweb.com ("PNW/DNW"). A Price Reduction will only be reflected as the Current Retail on PNW/DNW. Dealers may advertise the Product at any price between the Current Retail and the Original Retail. LeMans may also, at some time, determine that certain Products are no longer subject to this Policy and will so indicate on PNW/DNW by placing "N/A" in the Current Retail field for that Product.

The advertisement for sale by any Dealer of any Product on Amazon.com is prohibited as of 30 days from the date of this Policy. In the future, LeMans reserves the right to prohibit advertisements for sale of any Product on any additional third party website. A third party website is any website not owned and controlled by the Dealer. LeMans reserves the right to identify additional prohibited third party website(s) in the future by posting notification of the same on PNW/DNW.

To be sure that an advertisement complies with this Policy, a Dealer may submit the advertisement to LeMans for approval prior to publication. These requests for approval can be submitted directly to LeMans Corporation, at its Janesville, Wisconsin office, attention Legal Department and LeMans will respond to these requests within five (5) business days.

If a Dealer violates this Policy, LeMans will enforce this Policy in the following manner (a subsequent offense will be deemed to have occurred if another offense occurs within 18 months of the prior offense):

FIRST OFFENSE: Dealer will receive a documented notice of violation ("Notice") and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages, Internet sales sites or other electronic media.

SECOND OFFENSE: Dealer will receive a Notice and will be placed on a non-ship basis for a period of thirty (30) days from the date of the Notice with regard to all Products relating to the Trademark involved in the violation and will not have access to Copyrighted Material and use of the Trademarks.

THIRD OFFENSE: Dealer will receive a Notice and will be placed on a non-ship basis for a period of ninety (90) days from the date of the Notice with regard to all Products relating to the Trademark involved in the violation and will not have access to Copyrighted Material and the Trademarks.

FOURTH OFFENSE: Dealer will receive a Notice and will be placed on a non-ship basis indefinitely with regard to all Products relating to the Trademark involved in the violation and will not have access to Copyrighted Material and the Trademarks.

Any Notices of an offense of this Advertising Policy issued to a Dealer violating this Policy will also be considered issued to all of the sister stores of the Dealer.

The Limited License rights granted in this Policy do not include the right of Dealers to register the Trademarks as or within domain names or to use the Trademarks in Dealer trade names. Dealer recognizes that LeMans has the exclusive right to all Trademarks used by LeMans to identify its Products and Dealer agrees that it will not claim any right, title or interest therein. Nothing herein shall be construed to give Dealer any right, title or interest in the Trademarks or Copyrighted Material.

Any violations of this Policy and/or any apparent unauthorized use of the Trademarks or Copyrighted Material should be reported to the LeMans Legal Department. This Policy is subject to change at LeMans' sole discretion.

ACKNOWLEDGMENT:

I have received a copy of the LeMans Advertising Policy and I have read and understand the Advertising Policy requirements.

DEALER NAME:_____ DEALER NUMBER: _____

CITY, STATE, ZIP:_____

SIGNATURE:_____

PRINT NAME:_____

PRINT TITLE:_____

DATED:_____

REP NAME:_____ REP NO._____