



# **B-claw Incorporated**

## **2023 Dealer Agreement**

B-claw Incorporated dba Icebear (hereafter referred as Distributor), is a full-service Wholesale Distributor and Importer of powersports products such as ATVs, scooters, trikes, and more. This agreement is between the Distributor and its dealership clients (hereafter referred as Dealer).

Qualification of Becoming an authorized Dealer:

### **1. Dealer agrees that the business:**

- A) Is a retail/wholesale operation in a commercially-zoned business area.
- B) That the business operates on a full-time Basis (opens minimum of five days a week).
- C) Has a business phone number that is listed with directory assistance.
- D) Has any/all license(s) required for the state/county/city (business license, DMV dealer license, etc).
- E) Has own full service & repair departments to handle any/all service(s), repair(s), and warranty issue(s).

### **2. Upon signing the agreement, Dealer must provide legible copies of:**

- A) Business License.
- B) State Retail Certificate.
- C) Dealer License (if required by your state/county/city).
- D) Certificate/Proof of Insurance (Product Liability, General Liability, and any other insurance as required by state and/or federal law).
- E) Pictures showing the entrance sign of the business, show floor area and repair area.

### **Dealer's Responsibilities, Representations and Warranties:**

- 1. Dealer agrees that there will be a showroom, displaying & safely storing Distributor's products.
- 2. Dealer agrees to have a full service and repair department with personnel trained and competent in the service and repairs at the retail location.
- 3. Dealer agrees to exert its best efforts in the promotion, retail sales, and service of the products. Dealer shall not make any misrepresentations or misleading statements regarding the products. Dealer recognizes that retail customer has the right to purchase Distributor's products without being required to purchase any optional equipment or accessories unless the equipment or accessories are required under applicable laws or regulations.
- 4. Dealer must carry appropriate and sufficient policies of insurance and which, must comply with all statutory regulations in the state. Furthermore, Dealer shall be solely responsible for the payment(s) off all deductibles on its own policies.
- 5. Dealer agrees to the warranty policy provided by the Distributor by purchasing from the Distributor.
- 6. Dealer shall provide their customers with their own warranty policy and honor the warranty. (Please refer to Warranty Policy for details)
- 7. In the event that Dealer needs to contact the Distributor in order to resolve customer issue(s), Dealer will be the SOLE CONTACT with the Distributor. It is a breach of Dealer's obligations under this agreement to direct a customer to contact the distributor directly.

## **Marketing and Promotional Programs:**

1. Dealer shall target appropriate customers in its marketing of Distributor's products.
2. Dealer shall develop and actively utilize programs for the marketing and promotion of Distributor's products that Dealer offers to the general public.
3. Dealer shall also cooperate fully with any/all promotional programs developed by the Distributor.

## **Payments & Title:**

1. All payments are due at the time of purchase. Dealer can choose to pay in the form of Check/ Money Order/Cashier's Check (All subject to 3 Business Days hold), or Cash Deposit, Credit Card, and/or Electronic Wire Transfer (No hold).
2. All payments are to be made in the form of United States Dollars (USD).
3. Distributor shall pass title to the Dealer within TEN (10) BUSINESS DAYS for each purchased vehicle made by the Dealer.
4. Title(s) are to be sent via USPS First Class Mail unless Dealer requests to have the title expedited (subject to additional shipping charge).

## **Indemnification:**

Dealer's indemnity, defense, and hold harmless obligations owed to the Distributor include, but are not limited to, any and all claims, liability and/or damages arising from injury and/or damage to property or person(s), caused in any manner by the training, instruction, warnings, possession, use, control, sale, transport, design, manufacture, repair, modification, maintenance or operation relative to or of the equipment sold, i.e., trike scooter, as filed and/or claimed by any third parties, i.e., Dealer's customers as filed against Distributor. The indemnity obligations further extend to full payment of, advancement and/or reimbursement of all attorneys fees and defense costs of the Distributor for any and all products liability claims asserted against the Distributor arising from product defect claims or actions for damages filed against the Distributor in the sale of Distributor's products by Dealer to its business customers as set forth and agreed to herein.

## **Governing Law and Exclusive Forum Selection:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California as they apply to agreements entered into and to be performed entirely within California between California residents, without regarding to conflict of law provisions. The Parties hereby agree that any claim or dispute arising out of or relating to this Agreement shall be decided solely and exclusively by a State or Federal court located in Los Angeles County, California, and the Parties agree to submit to the personal jurisdiction of the State or Federal courts located in Los Angeles County for the purpose of litigating all such claims or disputes.

## **Termination:**

1. Unless otherwise noted, this agreement shall remain in full force and effect for a term of one (1) Year. Thereafter, this agreement shall automatically renew for successive one year terms.
2. Either party can terminate this agreement, without cause, by giving a thirty (30) days WRITTEN NOTICE delivered to the other party (proof of delivery is recommended).
3. The Distributor can terminate the agreement if Dealer's account goes eight months without any activities. Once the agreement is terminated, Dealer will have to sign the Dealer Agreement again.

## **Severability:**

In the event that any provision of this Agreement shall be determined invalid or unenforceable for any reason, the remaining provisions of this Agreement between the parties hereto, shall be unaffected thereby and shall remain in full force and legal effect to the fullest extent permitted under California law.

**No Waiver:**

Waiver of any provision of this Agreement, in whole or in part, in any one instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same in another instance, but each provision contained in the Agreement shall continue in full force and legal effect.

**Independent Consultation:**

It is acknowledged that all Parties to this Agreement have had an opportunity to consult with their respective attorneys concerning the terms and conditions of this Agreement. As a consequence, this Agreement shall be deemed drafted by all Party signatories and none of the Parties executing upon the same shall contend or maintain otherwise.

**Acknowledgement:**

The Parties further acknowledge, represent and declare that they have carefully read this Agreement and know the contents thereof and that they have signed the same freely and voluntarily.

**Copy Received:**

The Parties both acknowledge receipt of a copy of this Agreement concurrently with their respective execution thereto.

By signing this agreement, both Parties hereto agree to the provisions set forth above and have executed this agreement intend to be bound as of the Effective Date.

Dealer (Business) Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name, Title: \_\_\_\_\_

B-Claw Inc.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name, Title: \_\_\_\_\_



# B-claw Incorporated

## Warranty Agreement

This factory limited warranty agreement is between B-claw Inc., (hereafter referred to as Distributor), and its wholesale clients (hereafter referred to as Dealer). There are no agreements or warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose, other than those stated in this agreement. Dealer agrees to enter into this agreement by purchasing from the Distributor.

This warranty is offered by the Distributor to its Dealers. The factory limited warranty starts on the date that the unit is sold to Dealer's customer or 2 months after receiving at Dealer's location whichever comes first. During the warranty period, the Distributor will cover parts only. The Distributor does not cover the labor or freight to send back defective parts or ship out replacement parts.

Parts are covered under this warranty to be free from manufacturer defects. Parts not included in this warranty are listed below in the Warranty Limitations. Any parts deemed questionable by the Distributor must be submitted to the Distributor for approval. All dealers are required to extend this factory limited warranty to their retail customers at minimum. Dealers may offer a warranty that exceeds this one or extend at their own discretion and cost.

- \* **It is the Distributor's policy to offer a three strike rule. All dealers will have three chances to comply of offering this warranty to their customers. After the third report of noncompliance Dealer will no longer be authorized to purchase, sell, or advertise any of The Distributor's product.**
- \* **Warranty coverage varies for the categories of models.**
- \* **Purchasing a vehicle in the crate without set-up by a professional mechanic may void the factory limited warranty.**

### On-Road Products: ICEBEAR

|   |                              |
|---|------------------------------|
| 12 Months or 1500 miles (whichever comes first) | Engine/Transmission Warranty |
| 6 Months or 750 miles (whichever comes first)   | Chassis/Suspension Warranty  |
| 90 Days Limited                                 | Electrical System Warranty   |
| 30 Days Limited                                 | Fuel System Warranty         |

### On-Road Products: Ascend *\*(Warranty starts day of consumer purchase)*

|   |                              |
|---|------------------------------|
| 12 Months or 1500 miles (whichever comes first) | Engine/Transmission Warranty |
| 12 Months or 1500 miles (whichever comes first) | Chassis/Suspension Warranty  |
| 6 Months Limited                                | Electrical System Warranty   |
| 30 Days Limited                                 | Fuel System Warranty         |

### Off-Road Products: SYX MOTO/ SYX MOTO PRO

|                  |                              |
|------------------|------------------------------|
| 6 Months Limited | Engine/Transmission Warranty |
| 90 Days Limited  | Chassis/Suspension Warranty  |
| 90 Days Limited  | Electrical System Warranty   |
| 30 Days Limited  | Fuel System Warranty         |

### Electric Products:

|                  |  |
|------------------|--|
| 2 Years Limited  | Chassis/Suspension                               |
| 1 Year Limited   | Electric Motor, Battery                          |
| 6 Months Limited | Electrical, Harness, controller, Dash, Hardparts |
|                  |  |

### **Additional Warranty Policy for Drop Shippers and Rental Companies:**

Drop-ship and Rental Dealers will be required to submit a PDI sheet (available for download from the Distributor's website) with each warranty claim signed by a professional shop or The Distributor. Any units without documentation of Professional shop, Distributor or Dealer for PDI and service upkeep will void any and all warranty. The Distributor can only take warranty claims, technical calls, and parts purchases from Dealers. The Distributor is not licensed to deal with retail customers. It is a Breach of contract to refer the end users to distributor

Drop shipped units and rental units are subject to a shorter warranty as followed. Parts not included in this warranty are listed in the Warranty Limitations.

#### **On-Road Products: Icebear**

|  |                           |
|--|---------------------------|
| 90 Days or 500 miles (whichever comes first) | Engine/Transmission       |
| 60 Days Limited                              | Electrical, Fuel, Chassis |

#### **Off-Road Products: SyxMoto**

|                 |                           |
|-----------------|---------------------------|
| 60 Days Limited | Engine/Transmission       |
| 30 Days Limited | Electrical, Fuel, Chassis |

#### **Electric products**

|                 |                                      |
|-----------------|--------------------------------------|
| 6Months Limited | Chassis, battery, motor , electrical |
|-----------------|--------------------------------------|

\*To avoid voiding warranty, Drop-shipping and Rental dealers have the option to pay a fee to The Distributor to have PDI and assembly done before the unit is shipped out to the end user. All units which The Distributor performs PDI and assembly will be covered under this policy.

### **Return Policy**

Distributor does not accept returns. However under some circumstances a unit can be returned with prior approval in the original packaging in new condition at dealers own cost. Dealer assumes all shipping liability. Any damage found on returned units will be subtracted from the refunded amount. The restocking fee is 10% of product original sales price.

### **Warranty Limitations**

Parts not covered under this warranty are listed below. Warranty requests on any of the below items may be submitted for review to Distributor's warranty/parts department. If a part is deemed defective by The Distributor, the part will be covered under warranty.

\*Damage caused by the following is not covered under this warranty. Unavoidable natural disasters, fire, collision, theft, improper storage or transportation, negligence of the periodic maintenance, improper use, improper fuel mixture in 2 stroke engines, racing, jumping, improper repair, adjustment or maintenance, repairs and adjustments not done by The Distributor dealers, use of non-genuine parts, using the product for commercial use, unauthorized modification made to the product, operation of the vehicle when it is overheating, or installing performance parts or components on the vehicle that change the original engineering. The Factory Limited Warranty does not cover damage caused by, or resulting from, any other reason besides a manufacturer's defect.

|   |   |   |  |
|---|---|---|--|
| Spark Plugs, Spark plug wires<br>Coils          | Drive chains, Drive belts,<br>CVT belts | Fuel pumps, carburetors                               | Gaskets, seals, o-rings                          |
| Cables (throttle, choke, clutch,<br>brake, seat | Air filters, fuel filters, oil filters  | Brake shoes, Brake pads,<br>brake rotors, brake drums | Bushings, bearings                               |
| Hoses (fuel, vacuum, brakes,<br>coolant         | Clutch, clutch components               | Piston rings, valves, valve<br>guides                 | Body panels, painted and<br>unpainted body parts |
| Tires, inner tubes                              | Floorboards, pegs                       | Suspension, shocks, linkages                          | Grips and any rubber parts                       |
| Starter Motor                                   | Battery                                 | Levers (brake, choke, clutch,<br>shifter, kick start) | Any wear and tear parts                          |

## Shipping Damage “48 Hour Rule”

The Dealer has 48 hours to report any visible damage to the unit. DO NOT ASSEMBLE THE UNIT UNTIL THE FOLLOWING PROCEDURE IS COMPLETED. The Distributor may extend a reasonable allotted time at their discretion for dealers with larger orders. Dealers need to follow the steps specified below to ensure the damaged parts are covered under this warranty:

1. Document all damages on delivery documents while the driver is present
2. Make a copy of the delivery documents with description of damage
3. Take pictures of the damaged products
4. Submit the above delivery documents, pictures, vin number of the damaged products and replacement parts list to The Distributor within 2 days of receipt of products
5. Your warranty claim will be declined if the above documents are not provided within the time frame.

Upon receiving the above documents, The Distributor is responsible for filing for the shipping damage claim and sending out the replacement parts free of charge.

If the freight is handled by the Dealer's trucking service, the Dealer is responsible for filing for the shipping damage claim and cost of replacement parts and freight.

### I. Parts Warranty claim/Shipping Damage Claim

1. All defective parts must be returned if asked for at the cost of the Dealer.
2. Distributor reserves the right to decline a warranty claim if defective parts are not returned when requested.

### II. Return Engine/Bike/ Rear Differential for Repair

1. Notify your sales rep or the warranty department
2. Once approved, the warranty department will instruct you as what to do next.
3. Dealer is responsible for freight to return the product. If the product is determined to be defective, The Distributor is responsible for parts, labor and freight to send out replacement or repaired product. If the product is determined to be damaged, due to causes other than manufacturer defects, the Dealer is responsible for parts, labor and freight to send back replacement or repaired product.
4. Dealer will be responsible for any shipping damages incurred during transit. Shipping Policy

### III. Warranty parts policies

1. All warranty orders are shipped on a prepaid basis.
2. Warranty orders that have been approved and processed will be held for 5 business days. Parts will be released back into general inventory if The Distributor does not get a response from the Dealer after 5 business days.
3. The Distributor is not responsible for shipping delays as it is at will of the shipping company or unpredictable circumstances.
4. The Distributor is not responsible for shipping damages that occurs during transit.
5. The Dealer is responsible for any extra shipping cost that occurs after the part has been shipped. This cost includes, but is not limited; to change of address cost, change of zoning cost, re-weight cost, lift gate service.
6. Warranty orders can be canceled before they are shipped. Once a warranty order is shipped, all payment related to such order is non-refundable.
7. Warranty on replacement parts is 30 days (after parts are received). Replacement Electrical items are not warranted.

Print Name (Dealer Representative)

Dealership

Signature (Dealer Representative)

Date



# **B-claw Incorporated**

## **Minimum Pricing Agreement**

B-Claw Inc. dba Icebear (hereafter referred to as Icebear), actively supports the advertising and promotion of Icebear unique products by its dealers. In an effort to maintain the reputation and value of such products, we have implemented a policy regarding minimum advertising price (MAP). This policy is applicable to all Icebear dealers.

1. The MAP policy applies to all media, including, but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, e-mail newsletters, e-mail solicitations, internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
2. MAP may not include shipping or any other products such as gift cards, rebate codes, free products and/or coupons for other products.
3. Advertisements may not include terms like "call for price", "add to cart to see price", "Bogo " in place of actual price.
4. MAP does not establish maximum advertised price. Icebear dealers may offer the below-mentioned products at any price in excess of the MAP.
5. The MAP applies only to the advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the dealer's retail location or over the telephone.
6. All dealers will have two strikes for not complying with the MAP policy. After the third violation the dealer will no longer be authorized to purchase, sell, or advertise any of the product categories in violation.

## MAP Pricing Chart

**\*Note map pricing will not be applicable to units with model year 2015 and older.**

| MODEL      | MAP        | MSRP       |
|------------|------------|------------|
| EBA216X500 | \$1,249.00 | \$1,249.00 |
| EBA216X980 | \$2,100.00 | \$2,100.00 |
| EBA218X500 | \$1,499.00 | \$1,499.00 |
| PMZ50-4    | \$1,299.00 | \$1,299.00 |
| PMZ50-5    | \$1,399.00 | \$1,399.00 |
| PMZ150-1   | \$2,099.00 | \$2,099.00 |
| PMZ300-T15 | \$4,700.00 | \$4,700.00 |
| PAD50-3    | \$399.00   | \$399.00   |
| PAD140-V2  | \$1,899.00 | \$1,899.00 |
| PAD190-V2  | \$2,399.00 | \$2,399.00 |
| PAD60-1    | \$690.00   | \$899.00   |
| PAD125-1F  | \$949.00   | \$1,590.00 |
| PAD125-3   | \$1,125.00 | \$1,359.00 |
| PMZ50-19   | \$1,350.00 | \$1,750.00 |
| PMZ150-19  | \$1,725.00 | \$2,245.00 |
| PMZ50-21   | \$1,620.00 | \$2,100.00 |
| PMZ150-21  | \$1,895.00 | \$2,450.00 |
| PMZ50-22   | \$1,650.00 | \$2,150.00 |
| PMZ150-22  | \$1,950.00 | \$2,550.00 |
| PST50-19N  | \$2,500.00 | \$3,200.00 |
| PST150-19N | \$2,685.00 | \$3,485.00 |
| PMZ50-M1   | \$1,325.00 | \$1,750.00 |
| PMZ50-M5   | \$1,450.00 | \$1,800.00 |
| PMZ125-1   | \$1,655.00 | \$1,999.00 |
| PBZ125-2   | \$1,385.00 | \$1,725.00 |
| PBZ125-3   | \$1,425.00 | \$1,775.00 |
| PMZ150-M1  | \$1,450.00 | \$1,800.00 |
| PST50-1Z   | \$2,200.00 | \$2,900.00 |
| PST50-2    | \$2,300.00 | \$3,000.00 |
| PST50-17   | \$2,400.00 | \$3,100.00 |
| PST150-9Z  | \$2,500.00 | \$3,200.00 |
| PST150-2   | \$2,600.00 | \$3,300.00 |
| PST150-17  | \$2,700.00 | \$3,450.00 |
| PST300-20  | \$5,350.00 | \$5,750.00 |

By signing below, Dealer agrees to follow all MAP that might be added into this agreement throughout the year of 2023.

Dealership Name: \_\_\_\_\_

Dealer Signature: \_\_\_\_\_ Date: \_\_\_\_\_