

Resale Policy for Authorized Original Equipment Manufacturers and Installers

PROGRAM EFFECTIVE DATE:
June 1, 2019 – Until discontinued or suspended



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This SuperSprings International Inc. Resale Policy for Authorized Original Equipment Manufacturers and Installers (“Resale Policy”) is issued by SuperSprings International Inc. (“SuperSprings”) and applies to original equipment manufacturers and installers of SuperSprings products (“Product(s)”) including upfitters, R.V. manufacturers, product manufacturers, and vehicle manufacturers, in the United States of America. By purchasing Products from SuperSprings for installation on equipped vehicles, you (“Installer” or “you”) agree to adhere to the following terms. This Resale Policy supplements any then-current resale agreement between you and SuperSprings. Until such status is otherwise revoked by SuperSprings, in its sole and absolute discretion, Installer shall be considered an “Authorized Installer” hereunder.

Authorized Use of Products. Installer is authorized to purchase Products for installation in vehicles. **Installer shall not sell or transfer Products in an uninstalled state to any person or entity without the prior written consent of SuperSprings.** This prohibition includes the resale of Products in an uninstalled state on or through any website, online marketplace, mobile application, or other online forum. Products are not to be installed in any application other than those listed in the SuperSprings Installation Instructions accompanying the particular Product to be installed without the express written consent of SuperSprings. The terms of this Resale Policy supersede any prior agreement between SuperSprings and Installer regarding the sale of the Products online.

1. **Business Practices.** Installer shall conduct its business in a reasonable and ethical manner at all times and shall not engage in any deceptive, misleading, or unethical practices or advertising at any time. Installer shall not make any warranties or representations concerning the Products except as expressly authorized by SuperSprings. Installer shall comply with any and all applicable laws, rules, regulations, and policies related to the use, advertising, sale, and marketing of the Products. Installer shall represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of SuperSprings.
2. **Product Care, Customer Service, and Other Quality Controls.**
 - (a) Installer shall comply with all instructions provided by SuperSprings regarding the storage, handling, shipping, inspection, disposal and installation of the Products on equipped vehicles, including instructions provided on Product labels.
 - (i) Products must not be installed in any application other than those listed in the SuperSprings Installation Instructions accompanying the particular Product to be installed without the express written consent of SuperSprings.
 - (b) Promptly upon receipt of the Products, Installer shall visually inspect the Products in their original packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, Installer must not install the Product on any vehicle and must promptly report the Defect to SuperSprings at warranty@supersprings.com.

- (c) Installer shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection, installation, and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Installer must be available to respond to customer questions and concerns both before and after sale and installation of the Products and should endeavor to respond to customer inquiries promptly. Product Data (PIES) and Application Data (ACES) sheets can be found at www.supersprings.com/learn-more/resources (password: 93013).
 - (d) Installer shall cooperate with SuperSprings with respect to any Product tracking systems that may be implemented from time to time.
 - (e) Installer shall cooperate with SuperSprings with respect to any Product recall or other consumer safety information dissemination efforts.
 - (f) Installer shall report to SuperSprings any customer complaint or adverse claim regarding the Products of which it becomes aware. Installer shall assist SuperSprings in investigating any such complaints or adverse claims.
 - (g) Installer shall cooperate with SuperSprings in the investigation and resolution of any Product quality issues related to Installer’s sale and installation of the Products, including disclosing information regarding Product sources and handling procedures.
3. **Policy Compliance.** SuperSprings reserves the right to monitor Installer’s activities for compliance with this Resale Policy and Installer agrees to cooperate with any such compliance inquiry, including, but not limited to, permitting inspection of Installer’s facilities and records related to the sale of the Products. If Installer violates this Resale Policy, SuperSprings reserves the right to terminate Installer’s status as an Authorized Installer with written or electronic notice. Upon termination of a Installer’s status as an Authorized Installer, Installer shall immediately cease (i) installation of Products on equipped vehicles; and (ii) acting in any manner that may reasonably give the impression that Installer is an Authorized Installer of SuperSprings Products or has any affiliation whatsoever with SuperSprings.
 4. **Modification.** SuperSprings reserves the right to update, amend, or modify this Resale Policy with written or electronic notice. Unless otherwise provided, such amendments will take effect immediately and Installer’s continued use, advertising, offering for sale, sale, or installation of the Products, or use of any other information or materials provided by SuperSprings to Installer following notice of the amendments will be deemed Installer’s acceptance of the amendments.
 5. **Confidentiality.** This Resale Policy constitutes confidential, proprietary information of SuperSprings and shall not be used for any purpose other than the authorized advertising and sale of vehicles equipped with the Products nor disclosed to any third-party without the prior written consent of SuperSprings.