



The BAJA No Pinch Tool[®] Dealer Application and Policy

Baja Motocross, Inc. DBA Baja No Pinch Tool (“Baja”) has adopted this BAJA Unilateral Retailer Policy (“Retailer Policy”), effective as of 1 November, 2016 (“Effective Date”) in order to ensure that BAJA products are properly promoted and supported with product pricing, presentation and service. This Retailer Policy does not create or imply any contractual relationship between Retailer and BAJA.

This Retailer Policy applies to all retailers (“Retailer”) who purchase BAJA products from BAJA for resale to end customers, whether in or outside the United States.

BAJA will enforce the Retailer Policy at its sole discretion, and no other person (including without limitation, retailers, distributors, resellers and customers) shall have the right to enforce this Retailer Policy. BAJA further reserves the right to modify this Retailer Policy at its sole discretion from time to time without notice. Anything herein is not intended and shall not be construed to limit BAJA’s rights in any way, including without limitation the right to decide with whom BAJA will do business.

Retailer Store Requirements

- Retailer must (a) sell BAJA products to end customers from (i) a Qualified Store; and, (b) shall comply with MAP Policy (described below), Retailer Policy and any other retailer policies adopted by BAJA.
- A Qualified Store means a brick-n-mortar store owned by the Retailer that primarily sells motorcycles, motorcycle accessories and/or power-sports or outdoor recreation products.
- Qualified Stores may sell via their Qualified Store Website. A Qualified Store Website means an internet merchant site owned by the Retailer and operating under the same company name. Be advised, however, that BAJA will continue to sell and market BAJA products on the www.bajanopinch.com, www.bajanopinch.co.uk and other BAJA websites internationally.
- No Third Party Sales Permitted. Retailers may not sell BAJA products on any third-party website, for example, Amazon or eBay.

Minimum Advertised Price Policy

- BAJA has a Minimum Advertised Price Policy (“MAP Policy”), which is unilaterally adopted and enforced by BAJA at its sole discretion. MAP Policy applies to all Retailers. The minimum product price shall be the prices advertised on www.bajanopinch.com. International Retailers may, in some cases, wish to charge more to cover duties, freight and currency exchange rates.
- Please take notice that under the MAP Policy, BAJA may suspend or cancel orders from a violating Retailer. In addition, Distributors are restricted from knowingly selling or providing BAJA products to Retailers who are violating the MAP Policy or who has been suspended by BAJA because of MAP Policy violation.
- Please: Generally, no exceptions to MAP Policy will be permitted. A waiver, if granted at BAJA’s sole discretion, must be in writing.



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Sell to Retail Consumers Only

- Retailers shall sell BAJA products to end customers only. Any sale or supply by Retailer to a person other than end customers (including without limitation a wholesaler, other Retailer or reseller) for any reason is strictly prohibited.

Only Purchase BAJA Products Directly From Authorized Distributors

- Retailer shall purchase BAJA products from BAJA or any authorized Distributor only. A list of Distributors with their contact information is provided by BAJA sales rep.
- Retailer must not buy BAJA products from other Retailers, or from other sources not explicitly authorized by BAJA in writing.

Policy Violations.

If BAJA determines that Retailer has violated this Retailer Policy, the Retailer will be notified in writing that BAJA will immediately suspend sales to Retailer until Retailer corrects the violation and BAJA is further assured that Retailer is in full compliance with this Retailer Policy. Among other things, BAJA may cease doing business with Retailer at its sole discretion with or without a reason.

Business Name: _____ Website: _____

Telephone: _____ Email: _____

Billing Address: _____

(Must be associated with the business) (Street)

(City) (State/Province) (Zip/Postal Code) (Country)

Shipping Address: _____

(City) (State/Province) (Zip/Postal Code) (Country)

How long has your business been operational? _____ Years

Business Owner/Main Contact: _____

Telephone: _____ Email: _____

Federal EIN# / Tax ID#: _____ Reseller Account #: _____

Business Description: _____

Authorized Purchaser Name: _____

Alternate Authorized Purchaser Name: _____

I agree to the The Baja No Pinch Tool[®] Dealer Policy:

Name: _____

Signature: _____

Date: _____