



DEALER AGREEMENT

NEWACCOUNTAPPLICATION

DEALER ACCOUNT APPLICATION PROCESS

Thank you for your interest in becoming a dealer for Desert Armor. In this packet, you will find everything to start the process of becoming a dealer/distributor for Desert Armor. Included in this document is a copy of our current Terms & Conditions and our Warranty policy.

If you have any questions, please do not hesitate to contact a Desert Armor representative.

DEALER QUALIFICATIONS

1. Provide a signed Terms & Conditions Forms
2. Provide a copy of Business License
3. Provide a copy of Tax-Exempt Resale Certificate(s)
4. Conduct business from a commercial location and/or have a fully functional website.

5. Dealer applicants must be industry related.

ORDERING

All orders placed for merchandise will be pre-paid at the time of the order entry. All orders MUST be submitted through the dealer portal on our website. Purchase orders or any other ordering methods are not accepted.

SHIPPING POLICIES

While we do our best to ensure your order is properly packaged before it leaves our facility, on occasion product may get damaged, be it a transport mishap, mishandled box, or a not so happy delivery driver. If this happens, please reach out to us as soon as possible. Then follow these steps:

IF the package doesn't require a signature and it has been delivered while you were not present, and you discover that the package has been delivered damaged, please take photos of the damaged package before opening it. Next contact DESERT ARMOR via phone or email right away to explain that the package has been delivered damaged.

DESERT ARMOR IS NOT LIABLE FOR PACKAGES THAT ARE MISPLACED OR STOLEN AFTER THEY HAVE BEEN DELIVERED. If you are worried about your shipment potentially getting stolen, please have the item delivered to a different address where someone will be available to receive it. After an order is shipped, you will receive tracking information so you will know when the item will arrive. Desert Armor will not refund or reimburse your order in any way if the package is misplaced or stolen once the tracking info shows delivered.

DESERT ARMOR does NOT ship to PO box addresses!

Shipments outside the U.S. or to Alaska or Hawaii will have a higher shipping rate and require a shipping quote before ordering. Please email sales@desertarmorshop.com with your full shipping address and a list of the products you would like to order. We will get a shipping rate quote from our shipping company and respond letting you know how much the charges will be. Our website will not accept addresses going to AK or HI or outside the U.S. so you will need to contact us to get a shipping rate quote first and then we can explain to you how to proceed with your order.

RETURNS

Purchases made at Desert Armor can be returned for any reason up to 30 days after receiving shipment. All returned products must be in like new, unmodified, resalable condition and include original packaging and all hardware. The cost of return shipping is the responsibility of the customer in addition to a 15% restocking fee + processing fees of 3%. Any products that are determined to not be in new condition will incur an additional 10% fee. Products that have been customized or modified in any way are not eligible for returns.

Before making a return, please call us first at (480) 420-6466, or email sales@desertarmorshop.com

CANCELLATION POLICY

You may cancel your order at any time prior to shipping and receive a full refund. If your item has been shipped, we accept returns of new, unused items in their intact, original packaging for up to 30 days after your order processing date. Returns for a refund are subject to a 15% restocking fee.

Buyer is responsible for all return shipping costs: Shipping costs are non-refundable under any circumstances.

LIFETIME WARRANTY

DESERT ARMOR will warranty its DESERT ARMOR product for the Lifetime of ownership after the shipping date of the product. This warranty will include any issues caused by manufacture defects. Any modification to the original product design, functionality, or use, by said customer voids all warranty eligibility. It is the sole discretion of DESERT ARMOR to determine warranty eligibility. Our Lifetime Warranty is effective for as long as the original retail purchaser owns the product. This warranty terminates when the original retail purchaser sells or otherwise transfers the product to any other person.

DESERT ARMOR reserves the right to remedy defects in workmanship or materials in one of three ways.

DESERT ARMOR will issue replacements components to the customer that deems defective or inconsistent with the quality of its brand.

This warranty does not cover defects caused by normal wear and tear, rust, scratches, or accidents. This warranty does not cover damage to the finish of powder coated products. DESERT ARMOR is not responsible for defects that are not in control of DESERT ARMOR such as, overloading, incorrect assembly, poor maintenance practices or damaging acts of nature such as extreme weather e.g.: hail, flooding, lightning, extreme wind.

REPLACEMENT OF A DEFECTIVE PRODUCT OR THE ISSUANCE OF A REFUND (AS DETERMINED BY DESERT ARMOR) IS A PURCHASER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY. ANY AND ALL DAMAGE TO A PURCHASER'S VEHICLE, CARGO AND/OR TO ANY OTHER PERSON OR PROPERTY IS EXCLUDED.

Desert Armor 's warranty obligations for all "Product(s)" are limited to defects in materials and workmanship, as solely determined by Desert Armor after careful inspection. Returns must include proof of purchase complete with date of purchase from Desert Armor or an authorized Desert Armor dealer/distributor.

NOTE : Desert Armor , its employees, and affiliates make no warranty that the use of its products or parts guarantees personal safety or freedom from physical injury or operates as a life saving device. Desert Armor disclaims all liability for any special, direct, incidental or consequential damages, or any damages whatsoever, including, without limitation, the loss of life or limb, or damages due to bodily or personal injury.

DEALER PRICING

Drop shipping Tier 1: 15% off MSRP

Drop shipping Tier 2: 20% off MSRP

Wholesale purchase (10+ units of same SKU): 30% off MSRP

DESERT ARMOR MAP POLICY

Desert Armor has adopted a Minimum Advertised Price Policy (MAP) for all Desert Armor branded products. Desert Armor 's MAP price is equivalent to the MSRP on Desert Armor product(s).

Desert Armor products have been established as a premium brand with a reputation for high quality. Desert Armor has invested considerable resources in marketing and product development to build and maintain this reputation, establish a favorable marketing position and generate good will toward the Desert Armor brand.

Desert Armor supports and enforces our MAP Policy to prevent advertising that tends to depreciate or degrade the image and position of the Desert Armor brand, products and trademarks in the marketplace maintaining the quality Desert Armor brand reputation. By adopting a MAP policy, Desert Armor Dealer/distributors and Customers benefit from enhanced profitability, loyalty and product image.

For purposes of this MAP policy, "advertising" is defined as any form of media including, but not restricted to forms of social media, print, radio, television, billboards, brochures, posters, catalogs, letters, coupons, internet, Ecommerce, direct mail, e-mail solicitations, e-mail newsletters, mass promotional mail, faxes, online auctions or any internet link to a website based shopping cart.

Any attempt to advertise Desert Armor products at prices other than set by this MAP policy directly or indirectly, including on the internet, will be considered an attempt to undermine the MAP policy and will therefore be considered a violation of the policy.

Desert Armor products must be advertised at full MSRP, as listed on our website, inclusive of free shipping. If Desert Armor runs a sales promotion, we will inform our dealers that they may lower their MAP for the duration of our sale to remain competitive. If we are running a promotion where you are allowed to lower your MAP, Desert Armor will inform you.

PRODUCT DESIGN

We reserve the right, without notice, to change any material, specifications, part numbers or labeling without incurring any obligation to the buyer for past or future merchandise purchases.

INTELLECTUAL PROPERTY

Desert Armor maintains ownership of all brands, patents, trademarks, logos, images, registrations and all other intellectual, proprietary information for all Desert Armor products. Trademark infringement and counterfeiting will be dealt with to the fullest extent of the law.

TERMS & CONDITIONS

TO INDUCE DESERT ARMOR TO EXTEND CREDIT TO CUSTOMER, CUSTOMER AGREES TO PAY ALL INVOICES WITHIN THE STANDARD TERMS OF THE SALES WHICH ARE "NET (15) DAYS" FROM THE DATE OF INVOICE. IF FOR ANY REASON ANY CUSTOMER CHECK IS RETURNED DUE TO NON-SUFFICIENT FUNDS, CUSTOMER WILL BE REQUIRED TO REPLACE THE ORIGINAL CHECK AMOUNT, ALONG WITH ANY ASSESSED BACK SERVICE CHARGES, WITH A CERTIFIED BANK CHECK UPON RECEIPT OF NOTIFICATION FROM DESERT ARMOR . CUSTOMER HEREBY GRANTS TO DESERT ARMOR APPROVAL TO CONTACT THE TRADE AND BANK REFERENCES PROVIDED HEREIN. IF IT IS NECESSARY FOR DESERT ARMOR TO PLACE CUSTOMER ACCOUNT IN THE HANDS OF A COLLECTION AGENCY OR AN ATTORNEY, CUSTOMER AGREES TO PAY THE COST OF COLLECTION PLUS THE COST OF ATTORNEY FEES, COURT COSTS, AND INTEREST AS PERMITTED BY THE LAWS GOVERNING THIS TRANSACTION. CUSTOMER UNDERSTANDS THAT DESERT ARMOR MAKES

NO COMMITMENT TO EXTEND CREDIT IN ANY PARTICULAR AMOUNT, AND THAT ANY EXTENSION OF CREDIT BY DESERT ARMOR MAY BE WITHDRAWN OR DISCONTINUED AT ANY TIME, FURTHERMORE, DESERT ARMOR MAY REFUSE TO EXTEND CREDIT FOR ANY SPECIFIC SALES ORDER OR IMPOSE ADDITIONAL CONDITIONS TO ANY EXTENSION OF CREDIT, IN ALL CASES AT DESERT ARMOR 'S SOLE DISCRETION. CUSTOMER HEREBY STATES THAT ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT.

CUSTOMER HAS READ AND UNDERSTOOD THE AFOREMENTIONED DESERT ARMOR TERMS AND CONDITIONS. CUSTOMER WILL ABIDE BY THE DESERT ARMOR TERMS AND CONDITIONS AS SET FORTH AND WILL BE NOTIFIED IN WRITING WHEN THE TERMS AND CONDITIONS OF BUSINESS CHANGE.

Printed Name of Authorized Signee

Title of Authorized Signee

Signature of Authorized Signee

Date

Legal Name of Customer Business