

ENGINEERED DESIGN

RETAILER INFO							
Legal Company Na	me:			DBA:			
Address:				Phone#:		Fax#:	
City, State, ZIP:				Email:			
Parent/Affiliated C	ompany (If applicab	le):					
Street Address:		City, S	tate, Zip:			Email:	
Federal Tax ID# Resale #				D&B ID#			
	(Note: A copy of reseller or tax exemption certificate required.)						
Type of Business:	Sole Proprietor	Partnership	Corporation	LLC		Other	Years in Business:
SHIPPING INFO							
Shipping Address:	pping Address: City, State, Zip:						
Shipping Address:			City, State, Zip:				
Shipping Notes:							
BILLING INFO							
AP Contact Name:		Email:				Phone#:	
Billing Address:					City, State, Zip:		
AUTHORIZED BUY	ER INFO						
Buyer Name:		Email:				Phone #:	
TERMS REQUEST	ED						
30 Day Tern	ns, Pmt by Check or	ACH	Credit Card				
	***Terms custome	ers who use a credit	card to pay down tl	heir AR balance w	ill incur a 2.5% conver	iience fee at the time	of payment.***
TRA	DE REFERENCE 1		TRA	DE REFERENCE 2	2	т	RADE REFERENCE 3
Company Name:		Comp	any Name:			Company Name:	
Account #:		Accou	nt #:			Account #:	
Contact Name:		Conta	ct Name:			Contact Name:	
Contact Email:		Conta	ct Email:			Contact Email:	
Phone #:		Phone	: #:			Phone #:	
						-	at it is to be used to determine the y information to Lezyne USA, Inc. in order

to verify the information contained herein. Furthermore, I authorize Euler-Hermes, the credit insurance company used by Lezyne USA, Inc. to do a credit check on said company for further verification of credit worthiness.

Signature:	Print Name:	Title:	Date:

Lezyne USA, Inc. - Headquarters // 5470 Kietzke Ln. Ste 300 // Reno, NV 89511 // t: 805.548.8780 f: 805.595.2284

Lezyne USA, Inc. - CA Office // 645 Tank Farm Rd, F // San Luis Obispo, CA 93401 // t: 805.548.8780 f: 805.595.2284 usa-sales@lezyne.com // www.lezyne.com



#### RETAILER LOCATOR INFO

Primary Store Front Address:		City, State, Zip:		
Generic Email:		Phone #:		
Business Location Type:	Storefront	Internet Only	Both Storefront and Internet	

My company purchases LEZYNE branded products from (if you buy Lezyne products direct and also from a distributor, please select both):

	Lezyne Direct	Distributor
PHYSICAL SHOP INFO (if multiple locations)		
SHOP NAME	s	HOP ADDRESS (city, state, zip)
WEBSITES		

3P SELLER ACCOUNTS			
THIRD PARTY PLATFORM	SELLER NAME	SELLER I.D. #	
AMAZON			
AWALON			
EBAY			
OTHER MARKETPLACES			

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the ecommerce sales channels that will be used to sell Lezyne products.

I acknowledge the Lezyne "Minimum Advertised Price Policy" and "3P Marketplace Policy"

Print Name:

Signature:

Lezyne USA, Inc. - Headquarters // 5470 Kietzke Ln. Ste 300 // Reno, NV 89511 // t: 805.548.8780 f: 805.595.2284

Lezyne USA, Inc. - CA Office // 645 Tank Farm Rd, F // San Luis Obispo, CA 93401 // t: 805.548.8780 f: 805.595.2284

Title:

Date:



## United States Minimum Advertised Price (MAP) Policy

Lezyne has determined that its interests are best served through the adoption of a minimum advertised price ("MAP") policy. This MAP policy is designed to (1) protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners (2) support the Lezyne brand as a premium offering; and (3) avoid destructive intra-brand channel conflict.

# This policy has been unilaterally adopted by Lezyne and will be uniformly enforced.

### Policy Coverage

This MAP policy covers all U.S. Lezyne resellers. Although resellers remain free to establish their own resale prices, Lezyne will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise applicable Lezyne products at prices below those specified in Lezyne's pricelists. Lezyne will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. Lezyne neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with Lezyne shall constitute an agreement between Lezyne and reseller that the reseller will comply with this MAP policy.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral MAP established by Lezyne from time to time.

#### Minimum Advertised Price

The current product catalogue and listing of products are published in the Lezyne pricelist. The price list may be changed from time to time at the sole discretion of Lezyne. Lezyne resellers are responsible for remaining current with MAP policy, products and price lists. Each <u>advertisement</u> below the MAP will be a violation of the policy.

The MAP policy applies to all advertisements of specific Lezyne products in any and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet and social media sites or similar electronic media, television, radio, and public signage.

### **Policy Violations**

In the event a U.S. reseller chooses not to follow the Lezyne MAP policy, sanctions will be unilaterally imposed by Lezyne. The level of sanctions imposed will increase with each violation of the policy.

- Level 1 The reseller will be sent a warning letter outlining the violation. If the violation is not corrected within 72 hours or there are multiple instances of violation over varied time periods the reseller account will be escalated from level 1 to level 2.
- Level 2 If the level 2 violation is not immediately rectified, the reseller may no longer be eligible to purchase Lezyne products for a period of 90 days from the time violation is corrected. If the violation is not corrected within 72 hours or there continue to be instances of violations over varied time periods the reseller account will be escalated from level 2 to level 3.
- Level 3 If additional violations occur at this level, the reseller will be added to Lezyne's Do Not Sell List and will no longer be eligible to purchase Lezyne products. The duration of ineligibility is indefinite.

Each violation with respect to MAP will remain on record, indefinitely, following the resellers last violation of Lezyne's MAP Policy.

Violations of MAP policy shall be determined by Lezyne at its sole discretion. Lezyne will not accept any communication from a reseller who has violated this MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy.

### Policy Modifications

Lezyne reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part. Lezyne may designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable.

#### Unilateral Action

Lezyne is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply. The only requirement asked is that the business partner certifies that it has received a copy of the MAP policy.

### Contact Information

LEZYNE SALES PERSONNEL HAVE NO AUTHORITY TO MODIFY OR GRANT EXCEPTIONS TO THIS POLICY OR HAVE ANY COMMUNICATIONS WITH ANY RESELLER REGARDING VIOLATIONS OF THIS MAP POLICY.

All questions or comments regarding this MAP policy are to be directed to the policy administrator at Lezyne. The policy administrator shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to resellers regarding the policy and receiving any communication regarding sanctions imposed under this policy.

Lezyne USA, Inc. 645 Tank Farm Road, Suite F San Luis Obispo, CA 93401 805-548-8780 ext. 2 (Sales)



## Policy for Retailers Selling on 3P Marketplaces

FBM Seller (Fulfillment by Merchant) & FBA (Fulfillment by Amazon):

- 1. Lezyne must approve all FBA sellers
- 2. Observe and abide by Lezyne's MAP policy
- 3. Consistent Payment Never late on payments
- 4. Direct contact information Including owner, buyer, accounts payable, manager
- 5. Easy and consistent communication single contact person at the retailer.
- 6. Bicycle or Outdoor Industry retailer
- 7. Quarterly forecasting
- 8. All items will be purchased in sub-pack quantities. Lezyne reserves the right to change quantities to the nearest sub-pack.
- 9. All returns are handled by the Retailer. Returns will not be accepted by Lezyne for nonwarranties, consumer negligence, and/or ignorance. Standard warranty applies.
- 10. Items are not to be sold internationally. Any warranties resulting from international sales will be processed by the seller.
- 11. Never sell products directly to 3P Platform providers (Amazon, Walmart, Jet.com etc..)
- 12. FBA Approval as an authorized seller
- 13. Must sell complete product mix across all categories
- 14. Any new product listing must be approved by Lezyne. Retailers are forbidden to create product listings without prior authorization from Lezyne. Unauthorized listing may be removed or retailer may be placed on a "Do Not Sell" list.