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ariesautomotive.com

# INTERNET DEALER POLICY

# **ARIES Authorized Internet Dealer Policy**

The following is a unilateral policy administered exclusively by ARIES, a CURT Manufacturing, LLC (CURT) brand of truck accessories, Jeep accessories, and floor liners, (ARIES), and regards the display, promotion and sale of ARIES product on the Internet. "ARIES product" means the products and related parts, services, and accessories manufactured by and / or sold by ARIES. "Dealer" or "dealers" refers to dealers and / or distributors who resell ARIES products. "Designation" means ARIES' explicit written authorization for a dealer to advertise and sell ARIES product on the Internet. "Policy" means the terms and conditions for such designation as an ARIES authorized Internet dealer, which are outlined in this document. "Intellectual Property" (IP) means any and all words, phrases, symbols, and designs, reserved for use by ARIES, that are protected under copyright, patent, service mark, or trademark laws from imitation, infringement, and dilution, including but not limited to; photographs, videos, other images, brand(s), logos and other trademarks, product names, descriptions, and any marketing content.

# Policy Purpose and Background

- 1. To support and protect ARIES' trusted dealers, both brick and mortar and online, from unauthorized Internet competition.
- 2. To protect the value and integrity of the ARIES brand and the quality of the consumer shopping experience.

ARIES reinforces the ARIES brand identity throughout the consumer buying cycle, so that when they reach the product page on an online store, (or walk into a brick and mortar location), they are ready to buy a familiar and trusted product. The policy detailed in this document, furthers ARIES' desire that those consumers buy only from trusted dealers, who are authorized by ARIES, to sell ARIES' products on the Internet. To that end, ARIES developed a set of qualifying criteria for designation as an ARIES Authorized Internet Dealer.

#### **Important Notes**

Distributors and dealers with ARIES accounts, who resell to other resellers, are subject to this policy, on behalf of any / all of their direct or indirect customers, who display, promote and / or sell ARIES product on the Internet. Said distributors / dealers must provide ARIES with information about these resellers and make application for designation on their resellers' behalf. Being an ARIES authorized Internet dealer does not automatically qualify your company for inclusion on the "where to buy" page on <a href="https://www.ariesautomotive.com">www.ariesautomotive.com</a>. There are specific criteria for this exposure. More information on that program is available within the dealer login area.

# General Minimum Qualifying Criteria

- 1. All use of ARIES brand(s) and / or trademark(s) must conform to the current ARIES published logo and brands standards and practices, which is located in the dealer login area of <a href="www.ariesautomotive.com">www.ariesautomotive.com</a>.
- 2. Provide ARIES with the name, location (URL) and / or seller ID's of all eCommerce websites and marketplace sites, and any other online offerings through which dealer (or dealer's resellers) offer ARIES's products for sale.
- 3. Maintain all ARIES accounts in good standing and adhere to all other ARIES published standards, practices, and policies.
- 4. Primary business office must NOT be located in a residence.
- 5. Promote and maintain the high value integrity of the ARIES brand with respect to dealer's merchandising, and promotion and the use of ARIES's IP.

### Prominently Display on Website

- 1. The ARIES issued authorized dealer badge that identifies the web site.
- 2. Official business name and physical location business address, not a PO Box.
- 3. Working customer service email address and phone number this may not be the ARIES phone number.

  Note: ARIES's customer service to the end consumer is limited to technical support, if needed, after the sale.
- 4. Policies: Online privacy policy that meets or exceeds current applicable laws. Shipping, returns, and sales tax policies to the consumer. Note: ARIES does not accept returns directly from consumers without a pre-authorized RGA, which can only be obtained by the reseller.
- 5. A working link back to Ariesautomotive.com that is available to be indexed by search engines.
- 6. The correct and current ARIES part number for each product shown. The ARIES part number may not be embedded into another number or identifier; it must stand as a distinct identifier of the product. The ARIES part number must be displayed as text that can be crawled so that it is available to be indexed by search engines. If dealer uses their own internal part number to identify products, they must also include separately, the ARIES part number. Making this a "manufacturer's model number" is also acceptable.
- 7. Correct product name(s) and description(s).
- 8. Correct and up to date year / make / model application information where applicable.
- 9. Correct weight ratings where applicable.
- 10. Actual current ARIES photography.
- 11. Links to installation instructions.
- 12. All individual ARIES part numbers that are included in any "bundled" offer. For example "The package includes ARIES #XXXXX, ARIES #XXXXX, and ARIES #XXXXX." Please note, under Prohibited Activities below, that ARIES PRODUCTS may not be bundled with like products from other manufacturers, when a comparable ARIES PRODUCT is available.
- 13. Include the ARIES part number(s) in the actual listing title on all marketplace sites.

## **Prohibited Activities / Policies**

- 1. Use of any ARIES IP, to market ARIES product's, without expressed prior written permission by ARIES.
- 2. Use of any non-ARIES IP, to market ARIES product's or use of any ARIES IP, to market any non-ARIES product (i.e., no use of competitors' names).
- 3. Use of any image of ARIES product s that do not contain ARIES brand identifying labels or stickers, or are otherwise not clearly identified as an ARIES product, in any manner intended to induce a sale, without expressed written permission by ARIES.
- 4. Consummating a sale to a consumer of any product that is clearly advertised and identified as an ARIES product, and subsequently delivering, or causing to be delivered to the consumer, a non-ARIES product.
- 5. Use of any non-ARIES brand names or part numbers in the titles, specs, tags, or any content of any listing or ad of any ARIES product on eBay, Amazon or any other online marketplace site or standalone website.
- 6. Failure to provide ARIES with a current and complete list of all dealer controlled web properties that sell ARIES product. This includes sites which dealer added after being designated as ARIES authorized.
- 7. Dealer will not use, authorize, or permit the use of, the name "ARIES" or "ARIES AUTOMOTIVE" or any other trademark or trade name owned by ARIES as part of its website URL, firm, corporate or business name in any way, without expressed written permission by ARIES. Dealer may not contest the right of ARIES to exclusive use of any trademark or trade name used or claimed by ARIES.
- 8. Dealer may not transfer an ARIES assigned designation or provide or cause to be provided, any ARIES brand icon, including but not limited to the ARIES issued authorized dealer badge, to any other entity, without the prior express written approval of ARIES.
- 9. Display, promote or offer for sale any ARIES product, through any online market channels or marketplaces that are not pre-approved by ARIES. ARIES reserves the exclusive right to determine which online marketplaces are approved for the promotion and sale of ARIES' product. Dealer may not offer ARIES product for sale in any online auction.
- 10. Display, promote or offer for sale any ARIES product, on the Internet if said ARIES product was not purchased directly from ARIES, or from an ARIES authorized dealer or distributor.

## **Termination of ARIES Designation**

At ARIES' sole discretion and without notice, ARIES may withhold designation or terminate any existing dealer's designation as an ARIES authorized Internet dealer. Consequently upon termination:

- 1. ARIES may cease to ship product on behalf of any ARIES account that is affiliated with the DEALER.
- 2. ARIES may require that all amounts owed by dealer to ARIES Manufacturing, notwithstanding prior terms of sale, become immediately due and payable.
- 3. ARIES may require that dealer immediately take all available steps to remove and / or cancel its online display, promotion, listings, or any other advertisement for ARIES product online. Dealer will remove and not thereafter use, or permit the use of ARIES IP in connection with any online business conducted by it or in which it may have an interest.
- 4. ARIES and / or dealer shall not be liable to the other because of such termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales, or on account of expenditures, investments, lease or commitments in connection with the business or good will of ARIES Manufacturing or dealer or for any other reason whatsoever growing out of such termination.

# Acknowledgements:

ARIES' exclusive and absolute rights regarding the administration of this policy, include, but are not limited to the following:

- 1. To withhold designation, or terminate any existing designation, at ARIES's sole discretion and without notice.
- 2. To change any aspect of the policy, including the criteria for designation as an ARIES authorized Internet dealer.
- 3. To determine which online channels or marketplaces are approved for dealers to resell ARIES product.
- 4. To use all available means to remove or cancel any websites or listings that contain unauthorized use of ARIES IP.

Only ARIES authorized Internet dealers may use ARIES's name, trademarks or logos in the advertising for sale of ARIES' products on the Internet; subject to the criteria in this policy document, in its entirety, and in accordance with published ARIES logo and brand standards, and ARIES's policies regarding reproduction of same.

By electronically acknowledging, or by signing and returning to CURT Manufacturing, LLC this policy document, the dealer agrees to indemnify and hold CURT Manufacturing, LLC, and their respective, officers, directors and employees harmless from any claims, damages, losses or costs (including reasonable attorney's fees) that may arise out of any administration of this policy:

BY	DATE
ON BEHALF OF	TITLE