

21. July 2025

SW-MOTEC USA LP

NORTH AMERICAN RESELLER UNILATERAL PRICING POLICY

SW-Motech (SWM) stands for more than 25 years of technical know-how and passion for the development, production and distribution of premium motorcycle accessories.

SWM is aware that its prime resellers invest time and considerable resources to deliver an outstanding customer service experience through expert staff and convincing marketing programs in the United States and/or Canada. SWM's Unilateral Pricing Policy is designed to help SWM's Resellers maintain the long-term strength of the SWM brand by helping their resellers to earn the necessary profits to maintain their high level of customer service and buying experience for the end user.

In an effort to help protect the reputation of the SWM brand and protect the investment of those Dealers that provide valuable services to end users, SWM, effective as of July 25, 2025 (the "Policy Effective Date"), has unilaterally adopted by unilateral policy a Unilateral Pricing Policy (UPP) (the "Policy") that establishes a minimum resale price ("Minimum Resale Price" or "MRP" and referring to either the singular or the plural or both, "MRP(s)") for each SWM branded product ("Product" or "Products") sold by either SW-Motech GmbH & Co. KG or SW-Motech USA LP - a price below which Dealers may not electronically or in print media offer or sell such product.

This UPP has been unilaterally adopted by SWM. SWM neither solicits nor will it accept assurances by any reseller of acceptance of this UPP. Nothing in this UPP shall constitute an agreement between SWM and any reseller of compliance with this UPP. The reseller, within its own discretion, can choose to acquiesce or not acquiesce with this UPP. SWM will furthermore not discuss conditions of acceptance related to this UPP. This UPP is non-negotiable and will not be altered, modified, or amended for any reseller.

Resellers of SWM products have the right to make independent decisions to advertise and sell SWM products at any price without consulting or advising SWM, and this UPP does not determine, control, or influence the price at which any Reseller sells its products. SWM similarly has the right to make its own unilateral decisions regarding the composition of its Reseller network, and SWM reserves the right to determine whether a reseller has sold or advertised SWM's products at a net price less than the MRP established in this UPP (Violation of the UPP). SWM furthermore reserves the right, in its sole discretion, to discontinue business with or to take any other appropriate action with respect to any Reseller that fails to adhere to this UPP.

MINIMUM RETAIL PRICE (MRP):

The Minimum Retail Prices for SWM products are clearly listed on the SWM price sheet under MRP.

The Policy applies to each product or bundle of products for which a MRP Price is specified in the then-current price list(s) or product list(s) provided or otherwise made available to a dealer by SWM or otherwise communicated in writing or electronically by SWM to such Dealer (individually, a “Covered Product” and collectively, the “Covered Products”). At any time, SWM may vary the Covered Products or add to or delete any or all of the Covered Products, which may, among other things, be based on whether such product(s) is or are offered or sold under or subject to one or more select SWM program(s) or any other SWM policy or in any other situation announced by SWM from time to time.

SWM will endeavor to provide prior notice of each new MRP or such change in the Covered Products, generally not less than five (5) days in advance. While SWM will communicate each MRP and such change through the price list(s) or product list(s) provided or made available to each Dealer by SWM or otherwise communicated by notice from SWM intended for such Dealer, each Dealer is responsible for making sure that it is aware of the appropriate MRP(s) and the Covered Products in each circumstance.

As indicated in the Policy, parts of the Policy may also apply to other or all SWM products, but only each of those for which SWM has specified a MRP is a “Covered Product.”

RESALE PRICES:

Every SWM reseller is free to independently determine the price at which it resells the SWM product line.

ADVERTISED PRICES:

Every reseller is free to independently determine the price at which it advertises the SWM brand of products.

SWM is free to penalize resellers who choose to sell or advertise SWM products in violation of this UPP Policy, as described below.

All violators of this Policy will also be subject to being placed on a “**Do Not Sell**” list posted online and distributed to SWM’s entire distribution network.

MRP PRODUCTS:

All products and bundles of SWM products manufactured and distributed by SWM are considered Covered Products and are subject to this Unilateral Pricing Policy.

USED EQUIPMENT:

Used equipment can be advertised and sold below the designated MRP so long as the Reseller clearly and prominently discloses that the product is “used equipment” and/or “Open Box”. SWM defines used equipment as product obtained by the Reseller through customer return, customer trade-in, demo units, or other means.

LIMITATIONS ON SALES:

Resellers shall only sell SWM branded products at the reseller’s retail store, reseller’s mail order catalog, reseller’s Internet website, or at retail booths operated by the reseller at automotive, motorcycle, ATV or UTV events such as races, rallies and shows.

Sales on platforms as, but not limited to, Amazon, ebay and Walmart are looked upon as a violation if the “net adjusted” price including any platform funded discounts to sellers of SWM products as part of a promotional program or partnership is below our specified MRP price on that product.

All sellers of SWM products must adhere to the Unilateral Pricing Policy (UPP) when advertising or promoting or selling products or services covered by our UPP and our reseller policy. This includes ensuring that the minimum resale price does not fall below the specified MRP price.

Please note that Auctions are a direct violation.

Sales directly to Amazon:

- Under no circumstances shall a warehouse distributor or a reseller sell to Amazon directly. All sales to Amazon are strictly prohibited without prior written approval by SWM. Without prior written approval you are subject to an immediate 3rd violation listed below.

Sales directly to Walmart:

- Under no circumstances shall a warehouse distributor or a reseller sell to Walmart directly. All sales to Walmart are strictly prohibited without prior written approval by SWM. Without prior written approval you are subject to an immediate 3rd violation listed below.

ADVERTISEMENTS:

This Unilateral Pricing Policy will apply not only to all sales but also to all Advertisements (defined below) of Covered Product(s) by a Reseller, including, without limitation, in-store, out of home, print, and online.

- “Advertisements” is defined as any and all advertisements in all media including, but not limited to, inserts, newspapers, magazines, catalogs, public signage, billboards, any other print media, television, radio, e-mail, internet websites or other ecommerce, flyers, posters,

coupons, brochures, any use of hypertext transfer protocol or internal links to a web based shopping cart and any other electronic media.

- All advertisements of MRP Product(s) must include the SWM model name, part number and a price at or above MRP.
- At no time may the Reseller make any statements or other indications in connection with any MRP Product(s) that indicates or implies that a lower price may be found at the online checkout stage, including, but not limited to, the following:
 - "Click here for lower price"
 - "See Price In Cart"
 - "Log-in for price"
 - "Add to Cart for Lower Price"
 - "Check Cart for Lower Price"
 - "Mouse over for Price"
 - "Email for a better Price"
 - "Call for Lower Price" or "Call for Price"
- MRP products may only be advertised as standalone products and may not include any promotional allowances (e.g. rebates, coupons, free premiums, reward program offerings, etc.), except for SWM authorized promotions (e.g. manufacturer's rebates).

VIOLATIONS:

Any advertisement(s) or sale that is non-acquiescence with this Unilateral Pricing Policy. This includes:

- following the actions of another reseller that is non-acquiescence with this Unilateral Pricing Policy.
- advertising or selling products which are bundled together at a price below the aggregated MRP of the individual items or – in case of a bundle offered and distributed by SWM – under the MRP of the bundle item as listed in SWM price sheet.
- resells to any reseller on SWM's Do Not Sell (DNS) list
- advertisements and sales on auction websites utilizing the auction or bidding feature (regardless of price or arena).

ENFORCEMENT & PENALTIES:

MAP Services Corp will administer the UPP by sending resellers notifications of violations.

Sales at prices below the MRP will result in immediate termination.

Once a violation of the advertising requirements of this Policy is discovered, the reseller will automatically be penalized for their violation in accordance to the penalties stated below. The reseller will have three (3) business days from the date the notification was composed to correct an internet violation, and three (3) business days to correct all other **violations**. If

a violation is not reconciled within the time period allotted, the reseller will automatically receive the subsequent notification. SWM will make the final determination as to whether the violation will be withdrawn.

1. Penalty for First Notification of Violation:

1. Direct Accounts will have 72 hours to correct violating listing(s). Continued violation constitutes a second violation.
2. Non-Direct Accounts will have 72 hours to correct violating listing(s). Continued violation constitutes a second violation.

2. Penalty for Second Notification of Violation:

1. Direct Accounts will have 72 hours to correct violating listing(s). Continued violation constitutes a third violation.
2. Non-Direct Accounts will have 72 hours to correct violating listing(s). Continued violation constitutes a third violation.

3. Penalty for Third and Final Notification of Violation:

1. Direct Accounts: Account will be placed on a Do Not Sell List. Immediate action must be taken to remove all SWM products from the website. The following will be revoked immediately and remain in effect indefinitely.
 - a. All SWM intellectual property rights
 - b. Privilege to purchase any and all SWM products.
 - c. Privilege of being listed on the SWM dealer locator.
2. Non-Direct Accounts will immediately be placed on a SWM Do Not Sell List. This includes all SWM products. The following will be revoked immediately and remain in effect indefinitely.
 - a. All SWM intellectual property rights
 - b. Privilege to purchase any and all SWM products.
 - c. Privilege of being listed on the SWM dealer locator.

ADDITIONAL POLICY TERMS AND CONDITIONS:

This policy and the SWM Product list may be modified, extended, suspended, discontinued, or rescinded in whole or in part by SWM only at any time. SWM will not discuss any conditions on the acceptance of this policy. Additionally, SWM neither solicits, nor will it accept, any assurance of compliance with this policy.

We greatly appreciate your business and continued support of the SW-Motech brand. Should you have any questions regarding this policy, please feel free to contact us.



Contact info

For instructions on how to report a violation, please contact:
See Policy Administrator below.

For all other inquiries contact the SWM UPP Program Administrator.

No person other than the policy administrator is authorized to answer any questions, modify or grant exceptions, comment on, or accept any information regarding potential violators of this policy. The policy administrator will not discuss the business of any other reseller and will not provide assurances of any particular SWM action in response to information provided about any potential violations. In addition, any information regarding potential violations must be provided to the policy administrator in writing. No calls will be accepted regarding possible violations and/or reinstatement.

Policy Administrator Contact Info:

Shane Heilman
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REV July 18, 2025