

### **I. General Terms**

These terms and conditions apply to account sales in the United States for all Firestone Airide™ products manufactured and/or distributed by Firestone Industrial Products Company, LLC (FSIP). These Firestone Airide products include Ride-Rite™ (W21), Coil-Rite™ (W23), and Air-Command™ (WR1). To maintain an account with Firestone Airide, a minimum annual purchase amount of 50 total Firestone Airide kits must be reported through the sell-out reporting portal. Firestone Airide program management will review, and audit sell-out reporting twice annually.

Firestone Airide's goal is to produce quality products at competitive prices. Meeting this goal requires Firestone Airide to reserve the right to change design, materials, and specifications of products shown in other Firestone Airide promotional materials or of any product without assuming any obligation to modify any product previously manufactured.

Each prospective Dealer qualifies as a Firestone Airide Authorized Dealer, as long as all of the following conditions are met. Prospective Dealer:

- Complies with the terms and conditions of Firestone Airide's Authorized Dealer Terms and Conditions, a copy of which can be provided by Firestone Airide upon request.
- Has an active Authorized Dealer number that identifies the business as an Authorized Dealer
- Has a dedicated brick and mortar retail facility and maintains commercially appropriate inventory levels of Firestone Airide products to support dealers and end-users
- Promotes Ride-Rite products with Firestone Airide approved signage and/or advertising in accordance with the Authorized Dealer Terms and Conditions
- Only sells products to end-users and through retail only sales

Firestone Airide reserves the right to remove Dealer 's status as an Authorized Dealer if any of the above conditions are not met, as determined solely by Firestone Airide.

Prospective retailers can sign onto Firestone Airide's Authorized Dealer program at: <u>Firestone Airide Authorized Dealer</u> <u>Program</u>

Firestone Airide reserves the right to change or cancel these terms and conditions and any of the associated policies, rules and regulations at any time, without notice.

#### **II. Price Structure**

# **Price Lists**

Firestone Airide will make available a uniform, MAP level pricing list for Firestone Airide products. Please see the minimum advertised pricing program (MAP) made available during the enrollment process or by request.

Please contact Firestone Airide's sales team to obtain the most current MAP pricing. While Firestone Airide makes every effort to give 30 days' notice for any MAP price changes, material fluctuations and availability necessitate that Firestone Airide reserves the right to change pricing at any time.

Returns of New, Unopened, Non-Damaged, Non-Defective Products



# All returns must be submitted through the servicing authorized distributor of the product.

Firestone Airide only accepts returns of new, unopened, saleable product. If the product has been installed, opened, or is claimed to be defective or otherwise covered under warranty, see the Warranty Returns section in this document. Made-to-order parts cannot be returned and will note this on the order confirmation. Any part that is sold as a Phase Out or Discontinued item cannot be returned.

#### **Warranty Returns**

Firestone Airide administers defective product claims directly with the consumer or installers in the United States. Authorized Dealers should not receive warranty claims back from the end consumer, as there are instructions in each kit for the consumer to contact Firestone Airide directly to handle product claims. However, for warranty claims the Authorized Dealer handles on behalf of its customer, such cost is the responsibility of the Authorized Dealer-.\_Returns of any Products subject to a Firestone Airide or National Highway Traffic Safety Administration-initiated recall will be coordinated with the Authorized Dealer at Firestone Airide's expense.

Refer to <a href="https://www.firestoneip.com/ride-rite/maintenance-warranty/">https://www.firestoneip.com/ride-rite/maintenance-warranty/</a> for further warranty information.

Firestone Airide's liability for damaged for defective merchandise (other than freight claims) is limited to the repair or replacement of the damaged or defective item or part. Firestone Airide will generally repair or replace, at its option, the defective item or part if Firestone Airide finds the damage or defect was not due to alteration, improper use, or neglect.