

Authorized Dealer Terms and Conditions

No Authorized Dealer, Distributor, Third-Party Reseller or their affiliates shall be permitted to sell product to or fulfill orders for any other Dealer, Distributor, Third-Party Reseller or their affiliates unless that other Dealer, Distributor, Third-Party Reseller or their affiliates are themselves authorized by MBRP Ltd. (MBRP) to offer its MBRP product for retail sale.

E-Commerce

No Authorized Dealer, Third-Party Reseller or their affiliates shall be permitted to advertise, sell or offer for sale any MBRP product on websites, mobile applications and third-party marketplaces (i.e. Amazon, Sears, Newegg, Walmart) without the express written consent of MBRP Ltd. or its authorized representative, through an E-Commerce Authorization.

No Authorized Dealer, Third-Party Reseller or their affiliates shall sell MBRP product to another individual or company ("Third Party Reseller") for the purposes of advertising, selling or offering for sale any MBRP product on websites, mobile applications and third-party marketplaces (i.e. Amazon, Sears, Newegg, Walmart) unless the Third-Party Reseller has first obtained from MBRP Ltd. or its authorized representative, an E-Commerce Authorization.

Authorized Dealers will be permitted to advertise, sell or offer for sale MBRP product on its own website or websites provided that those sites have been disclosed to MBRP either in its application for authorized status or subsequently via e-mail sent to dealers@MBRP.com. Such sites must be hosted by an online service provider that complies with the Digital Millennium Copyright Act or similar legislation protecting the rights of copyright and trademark holders.

E-Commerce Authorization can be requested via e-mail sent to dealers@MBRP.com.

Intellectual Property

Once authorized, the Dealer acknowledges that any images or other materials provided by MBRP are for use on a website, catalog or other marketing materials. Such use is under license subject to MBRP copyright and trademark rights whether those rights are registered or not. The dealer's license continues only so long as the dealer, as licensee, continues to actively purchase MBRP product for the purposes of resale. This license is not assignable and as such any third-party wishing to make use of MBRP images must apply for the license to do so directly with MBRP. The license is also subject to termination at the sole discretion of MBRP. Title to the said images or other materials remains the sole property of MBRP.

The Dealer undertakes that images or other materials shall not be taken from sources other than MBRP or as otherwise authorized in writing to represent or market MBRP product. As well, the Dealer undertakes that MBRP images or other materials will not be used to advertise, promote or market MBRP product not purchased from MBRP or through MBRP's approved distribution.

Privacy

Information collected from you will be used for the purposes of communicating with you. It will also be made available to MBRP's wholesale distributors. Information provided by you will not be used for any other purposes and will not be sold, distributed or shared with any person or party. Should you have any questions concerning your personal information please contact MBRP at dealers@MBRP.com.

Notwithstanding the above, information regarding your location, store hours etc. will be posted on the MBRP Dealer Locator found on www.mberpautomotive.com.

The Dealer agrees that MBRP may send price updates, notices regarding new MBRP product and other related matters to the email address the Dealer provided in its application. The Dealer is responsible to ensure that MBRP has the name and email address for a contact within the dealer organization.

The Dealer may discontinue receipt of such information by notifying MBRP at dealers@MBRP.com. Such a notice must include the dealer's company name as well as the MBRP nine-digit Authorized Dealer Number.

Product Diversion

As an Authorized Dealer, resale of MBRP product may be made to consumers only. Sales by Authorized Dealers to unauthorized individuals for resale to consumers is not permitted and shall be deemed product diversion and breach of the contractual relationship between MBRP and the Authorized Dealer.

Sale of quantities of MBRP product greater than those typically purchased for consumer consumption shall be deemed product diversion.

Authorized Dealers shall maintain and permit access to MBRP when requested, such records as may be necessary to permit verification of sales and their legitimacy.

Dealer Information

The Authorized Dealer agrees and shall be responsible to ensure that mandatory information provided in their application is kept current. In particular, the Dealer shall provide MBRP with the storefront names and locations that it is operating.