



RAM Mounts USA
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Authorized Partner Agreement (“Agreement”):

Last updated: 12/2024

If “you” are accepted as an Authorized Partner by **RAM Mounts USA**. (“**RAM USA**”), you understand and agree that you will be bound by the provisions of this Agreement and be required to comply with the **RAM USA** Policies (defined below) to continue as an Authorized Partner. You further understand and agree that **RAM USA** reserves the right to modify the terms and conditions of this Agreement and the Policies at any time and in its sole discretion. Any such modifications will be effective upon the earlier of your receipt of the modified Agreement or Policies, or their posting to the **RAM USA** Website, so you are responsible for regularly reviewing the Website. YOUR CONTINUED PERFORMANCE OF SERVICES AS AN AUTHORIZED PARTNER, INCLUDING YOUR PLACEMENT OF PRODUCT ORDERS AFTER THE EFFECTIVE DATE OF THE MODIFICATIONS TO THIS AGREEMENT OR THE POLICIES CONSTITUTES YOUR ACCEPTANCE OF SUCH MODIFICATIONS.

1. **Definitions.** The following terms have the meanings specified below:
 - a. “Authorized Distributor” means an **RAM USA** approved reseller of Products with the right to sell only to Authorized Resellers in the United States. An Authorized Distributor may also receive designation as an Authorized Reseller.
 - b. “Authorized Partner” means an Authorized Distributor, Authorized Reseller and/or any other party that is authorized by **RAM USA** to resell Products.
 - c. “Authorized Reseller” means a **RAM USA** approved reseller of Products with the right to sell Products only to Customers, and not to others who will resell unless authorized in writing by **RAM USA**.
 - d. “Customers” means (i) end users, whether or not the end users are the actual purchasers; and (ii) purchasers not purchasing the Products for resale.
 - e. “**RAM USA** Marks” means trademarks, service marks and names owned by or licensed to **RAM USA**.
 - f. “**RAM USA** Price Lists” means the then-current lists of prices for an Authorized Partner’s purchase of Products from **RAM USA**.
 - g. “**RAM USA** Products Lists” means the then-current lists of Products that an Authorized Partner is authorized by **RAM USA** to resell.
 - h. “**RAM USA** Website” means the **RAM USA** website found at the URL <http://www.rammount.com/>, where this Agreement and Policies are posted, as may be modified from time to time.
 - i. “Policies” means **RAM USA**’s then-current policies, practices and programs applicable to Authorized Partners that govern their performance, as may be updated periodically by **RAM USA**, which are incorporated herein by this reference.
 - j. “Products” means products now or previously on the **RAM USA** Products Lists that an Authorized Partner is authorized by **RAM USA** to resell as provided under this Agreement.

Appointment. Upon **RAM USA**’s acceptance of your application, **RAM USA** appoints you as a limited and nonexclusive Authorized Partner with the classification designated by **RAM USA** (e.g. Authorized Reseller, Authorized Distributor, or other approved status). By placing your order for the resale of Products, you agree to accept this appointment. This appointment is for the resale of Products within the United States. **RAM USA** may limit or restrict your right to resell the Products to specific locations and web sites.

Scope and Restrictions.

Authorized Resellers will only purchase Products from (i) an Authorized Distributor, or (ii) directly from **RAM USA**. **RAM USA** is not responsible or liable to you for any act or omission by any Authorized Distributor. You will sell Products to Customers at prices determined solely by you.

Authorized Distributors and other Authorized Partners (excluding Authorized Resellers) will only purchase Products from **RAM USA**. Upon written notice from **RAM USA** that an Authorized Reseller’s rights to sell Products has been terminated, the terminated Authorized Reseller may no longer purchase Products from an Authorized Distributor.

RAM USA reserves the right to remove or add Products from the **RAM USA** Products Lists, restrict or otherwise limit Products, and change the Policies and scope of an Authorized Partner’s authorization upon notice to the Authorized Partner. **RAM USA** reserves the right, in its sole discretion, to prohibit the sale of Products by an Authorized Distributor to any other party, including, without limitation, any Authorized Reseller.

Authorized Reseller will only sell Products to Customers, and not to other parties for resale. Authorized Resellers are expressly prohibited from selling in bulk to other business accounts for resale, distributors, wholesalers, drop shippers or other retailers.

Except as authorized in writing by **RAM USA**, no Authorized Partner will sell Products for export outside the United States, either directly or indirectly unless authorized in writing by **RAM USA**. Authorized Resellers will not sell products on or through any third party website (e.g. Amazon, eBay, Walmart, etc.) without written consent from **RAM USA**. Effective October 1, 2020, no resell partners will be authorized to sell RAM Mounts products, or any other product manufactured by **RAM Mounts USA** on Amazon.com. **RAM USA** holds the right to revoke its consent at any time without an advance notice.

Authorized Partner Obligations.

We are currently not authorizing any new Authorized Resellers on all third party websites (e.g. Amazon, eBay, Walmart, etc.). Authorized Partners desiring to sell RAM products on their own website or physical store must submit a completed Authorized Partner Application to RAM.

Unauthorized sales on third party websites will result in the termination of a party's right to sell RAM Products, without any prior warning or right to cure. Authorized Distributors found to be linked to the unauthorized sale of RAM Products through a third party website will be subject to the same suspension steps set forth for violations of the MAP Policy.

These Requirements apply to all existing and future Authorized Partners, as that term is defined in the **RAM USA** Authorized Partner Agreement. Any terms that are not otherwise defined will have the meaning that is set forth in the Authorized Partner Agreement.

Confidentiality.

Authorized Partners shall not use **RAM USA's** Confidential Information (as defined below) only as authorized in this Agreement and to use diligent efforts, and at least the same degree of care that Authorized Partner uses to protect its own Confidential Information, to prevent unauthorized use, dissemination and disclosure of **RAM USA's** Confidential Information. Except as specified herein, Authorized Partner will not disclose any Confidential Information without the prior written consent of **RAM USA**, except as required by law or pursuant to the lawful request of a governmental agency. Authorized Partner agrees to notify **RAM USA** promptly prior to any disclosure required by law or pursuant to request of a governmental agency.

"Confidential Information" means (i) this Agreement; (ii) all information related to **RAM USA's** past, present or future business activities, including pricing, product and marketing plans, unless and until publicly disclosed; (iii) all information of a technical nature regarding the Products, including designs, drawings, manufacturing processes and procedures, trade secrets, specifications, schematics, mechanical and engineering drawings, and engineering documentation, except for any such information that is intended by **RAM USA** to be distributed or disclosed to Customers; (iv) any and all methods, algorithms, techniques and processes contained in or related to the software contained in the Products; (v) all non-public financial and administrative information concerning **RAM USA**; and (vi) any other information designated by **RAM USA** in writing as confidential or proprietary.

Confidential Information does not include any information that is: (i) publicly known at the time of disclosure or becomes so at a future date (otherwise than as a breach of this Agreement); (ii) already known to Authorized Partner at the time of disclosure and so identified by Authorized Partner in writing at the time of disclosure; or (iii) independently developed by Authorized Partner without use of Confidential Information.

Limited Warranty to Reseller. **RAM USA** may provide a specified warranty to the original Customer. Authorized Partners are not authorized to offer any other warranty or guarantee regarding Products on **RAM USA's** behalf, whether written or oral, without **RAM USA's** prior written consent. **RAM USA MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. RAM USA SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Marks. An Authorized Partner is permitted to use the **RAM USA** Marks and related designations solely for purposes of this Agreement. All use of the **RAM USA** Marks and designations must comply with **RAM USA**'s then current Policies for use of **RAM USA** Marks. Authorized Partners have no rights with respect to the **RAM USA** Marks other than as expressly permitted by **RAM USA** and specifically may not utilize any of the **RAM USA** Marks in any other manner. An Authorized Partner will not use, or license others to use, the **RAM USA** Marks on or in connection with any goods or services other than the **RAM USA** Products.

Insurance. Authorized Partner will maintain a general liability group insurance policy, including coverage for premises liability, products, and completed operations. This policy will have limits of not less than one million dollars (\$1,000,000) per incident for bodily, personal injury or property damage, or one million dollars (\$1,000,000) in a combined single limit, and a Certificate of Insurance will be made available to **RAM USA** at its request

Indemnity.

RAM USA agrees to defend, hold harmless and indemnify an Authorized Partner against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Authorized Partner to the extent based on an allegation that: (i) the marketing or use of any Products sold by an Authorized Partner infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product that directly caused death or personal injury; provided that Authorized Partner did not alter, modify, or otherwise change the Product giving rise to such claim.

Authorized Partner agrees to defend, hold harmless and indemnify **RAM USA** against any claim or threat of claim brought by a third party against **RAM USA** arising out of the acts or omissions of Authorized Partner, its employees or agents, excluding acts or omissions expressly required or proscribed by this Agreement. If either party seeks indemnification pursuant to this section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding.

Limitation of liability.

EXCLUDING INDEMNIFICATION OBLIGATIONS AND MISUSE OF TRADEMARKS, IN NO EVENT, SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING LOST OPPORTUNITIES OR LOST PROFITS).

IN NO EVENT WILL **RAM USA** BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS IN EXCESS OF THE TOTAL PURCHASE PRICE PAID BY YOU FOR THE PRODUCT (S) GIVING RISE TO SUCH DAMAGE OR LOSS. YOU ACKNOWLEDGE THAT IN THE EVENT OF TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH THE TERMS HEREOF, YOU SHALL HAVE NO RIGHT TO DAMAGES OR INDEMNIFICATION OF ANY NATURE AS A RESULT OF SUCH TERMINATION, WHETHER BY WAY OF LOSS OF GOODWILL, FUTURE PROFITS, OR REVENUE, OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR OTHER COMMITMENTS MADE BY YOU, OR OTHERWISE.

Term and Termination.

The term of this Agreement will begin upon **RAM USA**'s acceptance of you as an Authorized Partner and will continue until terminated pursuant to this Section 11.

This Agreement may be terminated as follows: (i) either party may terminate this Agreement at any time, with or without cause, on thirty (30) days' written notice of termination to the other party; and (ii) **RAM USA** may terminate this Agreement immediately and without any cure period if: (A) you fail to fully perform any obligation under this Agreement or violate any Policy, (B) you commit a felony or engage in any unlawful business practice, (C) your actions expose or threaten to expose **RAM USA** to any liability, obligation, or violation of law, or (D) you fail to maintain sufficient net worth and working capital to meet your obligations, have a receiver or trustee appointed, become insolvent or make an assignment for the benefit of creditors.

If either party gives notice of termination according to Section 11.b(i), then: (i) all unpaid **RAM USA** invoices will become due on the effective date of termination; (ii) **RAM USA** may refuse all or part of any orders received by **RAM USA** after the date of notice of termination and cancel any orders not yet shipped; and (iii) you will cease placing new orders for Products from **RAM USA** or any Authorized Distributor. In addition, if termination is in accordance with Section 11.b(ii),

all unpaid **RAM USA** invoices will become due on the effective date of termination.

Within ten (10) days after expiration or termination of this Agreement, Reseller will provide a list of all Products remaining in Reseller's inventory to **RAM USA**, and **RAM USA** reserves the first right to purchase such Products. If **RAM USA** purchases Products from you, the price will be determined by the parties. If **RAM USA** does not purchase Products remaining in your inventory, you may sell the Products solely to an Authorized Reseller, to an Authorized Distributor, or to a Customer. Furthermore, upon expiration or termination of this Agreement: (i) you will immediately cease use of the **RAM USA** Marks and any **RAM USA** designation; (ii) **RAM USA** will cancel all unshipped Product orders; and (iii) you shall return **RAM USA**'s Confidential Information. Those sections that by their nature survive expiration or termination of this Agreement will survive expiration or termination.

Misc. Terms.

This Agreement is governed by Washington law, excluding its conflicts of law rules. The parties irrevocably submit to venue and exclusive personal jurisdiction in the federal and state courts in Seattle, King County, Washington, for any dispute arising out of these terms, and waive all objections to jurisdiction and venue of such courts.

Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), facsimile or electronic notice (e.g. email), or personal delivery to: **RAM USA**, at Attn: President, 8410 Dallas Ave S. Seattle, WA 98108, and with respect to Authorized Partner, your last address submitted on file with **RAM USA**. Notice is effective: (i) when delivered personally, (ii) three business days after sending by certified mail, (iii) on the business day after sending by a nationally recognized courier service, or (iv) on the business day after sending by facsimile or other electronic notice to the sender. A party may change its notice address by giving notice in accordance with this section.

This Agreement, together with the Policies, constitute the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous discussions, understandings, and agreements regarding such subject matter.

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

No waiver by either party of any right arising from a breach of this Agreement will be construed as a continuing waiver, nor will failure to assert a breach or enforce rights be deemed to waive that breach or right, or any other breach or right, then or in the future.

Your rights and obligations hereunder may not be assigned, delegated, or transferred in any manner without **RAM USA**'s written consent. Any attempted assignment by you will be void.

Neither party may claim damages or terminate this Agreement because the other failed in or delayed performance (other than for payment of monies due) due to circumstances beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages or inability to obtain labor, energy, components, raw materials or supplies, war, riot, epidemic, fire, flood, earthquake, acts of God, governmental action, or any other circumstance beyond the control of the non-performing party.

You are an independent contractor and not a legal representative or agent of **RAM USA** for any purpose whatsoever. You agree not to create any obligation on **RAM USA**'s behalf. Nothing herein will be construed as creating any relationship such as employer-employee, principal-agent or franchisor-franchisee.

ANY PROVISION IN ANY PURCHASE ORDER FOR PRODUCTS THAT IS DIFFERENT FROM OR IN ADDITION TO TERMS OF THIS AGREEMENT, SHALL NOT BE BINDING UPON **RAM USA** UNLESS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY **RAM USA**.