



TERMS AND CONDITIONS POLICY

This terms and conditions policy serves as an addendum to the KILLER B MOTORSPORT Authorized Dealer Agreement and should only be interpreted in conjunction with that agreement.

Effective as of August 22, 2013 Killer B Motorsport has established the following terms and conditions of sale:

1. PRODUCT PURCHASES

a. You will issue e-mailed purchase orders to us from time to time for purchase by you of our KILLER B MOTORSPORT brand products ("Products") solely for resale pursuant to Section 0 Any late balance payment by you shall bear interest at a rate of one and one-half percent (1.5%) for each month or partial month during which amounts were owed to us and unpaid, or the highest rate allowed by law, whichever is lower. Any failure by you to pay us in full and on time may also be deemed a material breach of this Agreement at our option. We may change our payment terms upon notice to you.

b. You may use your standard form of purchase order or e-mail, provided that any printed or other terms on such purchase order or e-mail shall have no effect. We will use reasonable efforts to accept your purchase order(s) promptly and to the locations, you request. If you request and we so agree, we may also arrange to "drop ship" Products to a location; in such case, you shall pay us a ten dollar (\$10.00) surcharge for such delivery, in addition to all other amounts hereunder. All Product shipments shall be made FOB our facility in Waynesboro, Virginia, and risk of loss shall pass to you upon delivery. Products shall be deemed accepted by you upon delivery, and you waive all right of revocation. In the event of any damage to Products in shipment, you will be responsible to document damages on Bill of Lading for corresponding claims with the carrier.

c. For each purchase order we accept, you will pay us in full for all Products upon placement by you of such purchase order. You may not use any third party credit card, including any Customer credit card, for payment.

d. Any late payment by you shall bear interest at a rate of one and one-half percent (1.5%) for each month or partial month during which amounts were owed to us and unpaid, or the highest rate allowed by law, whichever is lower. Any failure by you to pay us in full and on time may also be deemed a material breach of this Agreement at our option. We may change our payment terms upon notice to you.

2. DEALER REQUIREMENTS

a. You will maintain a physical retail location at the address described in the first paragraph of this Agreement, or such other address which has been approved by us beforehand (such approval not to be unreasonably withheld). Such location shall be professional in appearance, shall be clean, organized and of such a nature as to reflect positively on us and the Products. We may inspect such facility at any time, with or without notice, and you shall cooperate fully with us in such inspections.

b. You may, but are not required to, install Products you sell on Customers' motor vehicles, as may be agreed to by you and such Customers. We will provide you with information and instructions from time to time regarding Products; provided, however, that it shall be your sole responsibility to ensure that all such installations (if any) are performed competently and professionally, and that such installations meet Customers' expectations. You agree to indemnify and defend us against, and to hold us harmless from, any claims, demands, threats, suits, proceedings, losses, costs, or damages (including reasonable attorneys' fees) resulting from or in connection with any such installations, provided that we give you prompt notice and cooperate reasonably with you, at your expense, in connection therewith.