10676 Fulton Ct. Rancho Cucamonga, CA | Tel: 909-947-1275 | Email: sales@arkperformanceusa.com

1. New Account Requirements

To establish a new reseller account with ARK Performance, applicants must:

1. Submit all required documentation as outlined below
2. Meet a one-time minimum opening order of **$3,900** or more**.**
3. Review, complete, and sign all ARK Performance reseller forms and agreements

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2. Required Documentation (All New Accounts)

The following documents must be submitted for account approval:

1. Copy of a valid business license
2. Copy of a valid Seller's Permit (California-based businesses only)
3. Signed and completed ARK Performance Reseller Application

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3. Buyer Pricing Levels

Reseller pricing levels are determined by ARK Performance based on a review of the applicant's business profile, location, operational capacity, and sales history. Pricing tiers are subject to annual review and adjustment at ARK Performance's sole discretion based on prior-year gross sales performance. All reseller pricing and discounts are contingent upon full compliance with ARK Performance's **Minimum Advertised Price (MAP) Policy**, as amended from time to time. Failure to comply with the MAP Policy may result in pricing adjustments, suspension, or termination of reseller privileges.

All newly approved reseller accounts will be assigned an initial **30% discount off MSRP**. For pricing eligibility and program details, please contact the ARK Performance Sales Team.

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4. Accepted Methods of Payment

ARK Performance accepts the following forms of payment:

For U.S. Resellers

1. Credit/Debit Cards (Visa, Mastercard, Discover, American Express)
    a. 3% processing fee will be applied to the total amount (Visa/Mastercard)
    b. 5% processing fee will be applied to the total amount (AMEX/Discover)
    c. Credit Card Authorization Form will be required to be completed.

2. Paypal
    a. 3% processing fee will be applied to the total amount.

3. Check/ACH/Zelle/Bank Wire
    a. Contact your ARK Sales Representative for bank account details)
    b. A $45.00 NSF service fee will apply to all returned payments.

For Non-U.S. Resellers

1. Credit/Debit Cards (Visa, Mastercard, Discover, American Express)
    a. 5% processing fee will be applied to the total amount
    b. Credit Card Authorization Form will be required to be completed.

2. Paypal
    a. 5% processing fee will be applied to the total amount (Non-U.S. Resellers).

3. Check/ACH/Zelle/Bank Wire
    a. Contact your ARK Sales Representative for bank account details)
    b. A $45.00 NSF service fee will apply to all returned payments.
    c. A $35.00 service fee will apply for all Bank Wire Transactions.

All payments must be made in United States Dollars (USD). Any account with an outstanding balance more than thirty (30) days past due shall be subject to a service charge at a rate of **three and one-half percent (3.5%) per month** on the unpaid balance. In the event that collection efforts or legal action are required, the Customer agrees to be responsible for all related costs, including but not limited to third-party collection fees and reasonable attorneys' fees incurred by ARK Performance. All orders will be processed and shipped only upon receipt of payment, unless otherwise approved in writing by ARK Performance.

5. Shipping & Handling

1. All products are shipped from ARK Performance's warehouse in **Rancho Cucamonga, California.**
2. Please refer to the current ARK Performance price list for applicable flat-rate shipping and handling charges.
3. Shipments are fulfilled with insurance via FedEx, USPS, or approved LTL freight carriers
4. Orders exceeding $100 shipped via ARK Performance's account require signature confirmation

ARK Performance reserves the right to select the shipping carrier for all qualifying freight shipments.

Resellers may provide their own shipping labels or carrier account information. In such cases, the Reseller assumes full responsibility for obtaining and maintaining adequate insurance coverage for loss or damage during transit. Resellers may be required to schedule carrier pickup for shipments utilizing Reseller-provided labels.

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7. Drop-Ship Orders

1. Reseller is required to submit a Purchase Order for all drop-ship orders for fulfillment.
2. All drop-ship orders will be processed and shipped upon receipt of payment.
3. Drop-shipping is available exclusively to approved, authorized Resellers.
4. A $15.00 drop-ship fee will be applied to all orders exceeding $100.00
5. A $40.00 drop-ship fee will be applied to oversized products such as hoods, bumpers, fenders, and diffusers.

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8. Order Cancellations

1. Orders must be cancelled prior to shipment. Any cancellation request received after the item has shipped will be subject to a 25% re-stocking fee.
2. Cancellation of pre-orders or made to order products are subject to a 25% cancellation fee.
3. All cancellation requests must be directed to the ARK Performance Sales Representative who originally processed the order.

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9. Returns, Exchanges & Damages

1. **For all Returns, Exhanges & Damage claims, Resellers are required to notify their ARK Performance Representative immediately, obtain a RMA number, and receive further return instructions prior to returning any items.**
2. Installed, used, painted, or modified products are not eligible for return or exchange.
3. **15-Day Return Policy** for products that are undamaged, unused, and uninstalled. Returns that are not due to a manufacturer defect are subject to a 25% restocking fee. All shipping and handling charges are non-refundable.
4. **15-Day Exchange Policy** for products that are undamaged, unused, and uninstalled. Non-defective exchanges are subject to a 15% exchange fee. Shipping and handling charges are non-refundable for non-defective exchanges. Products with manufacture defects or shipping error by ARK Performance must be for the same item.
5. **Shipping Damage or Missing Items Policy** Resellers must notify their ARK Performance Representative within three (3) business days of receipt to report any damaged items or missing components. Photos of the damaged product and shipping box condition are required. Shipping claims may take 5-10 business days to be resolved by the carrier.
6. All Non-defective returns are subject to a **restocking fee if items are received with any damages, signs of installation or use, missing components and without its original packaging materials and box.**
7. RMA numbers are valid for 14 days from the date of issue.
8. Installed, used, painted, or modified products are not eligible for return or exchange

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10. Product Warranty

ARK Performance provides a limited manufacturer's warranty for the original purchaser covering defects in materials and workmanship under normal use and wear. The purchaser assumes all responsibility and risk associated with the purchase, installation, and use of ARK Performance products.

Federal, state, and local laws may prohibit the removal, modification, or alteration of any equipment affecting vehicle emissions or regulated sound (decibel) levels. It is the responsibility of the purchaser and end user to be aware of and comply with all applicable federal, state, and local regulations.

- Exhaust Systems: **1-Year Limited Warranty (See Below) from invoice date.**
- Exterior Parts: **6-Month Quality and Fitment (See Below) from invoice date.**
- Suspension Parts: **15-Month Limited Warranty from invoice date.**
- Wheels (Cast and Forged): **1-Year Limited Warranty from invoice date.**

This warranty excludes normal wear, misuse, modification, improper installation, transit damage, and incidental labor or shipping costs. See below for more details.

Exhaust Systems:

1. Our Manufacture Limited Warranty only applies to the original purchaser of the product.
2. Exhaust systems are designed based on OEM parts from US model vehicles. Our fitment guarantee for exhaust systems is when used with OEM parts.
3. Warranty is voided if the product was caused by abuse, negligence, accident, collision, natural disaster, shipping damage, and off-road conditions.
4. Component color and finishes are not covered under warranty. Due to normal wear, use with other bolt-on components and driving, and heat will cause discoloration of components.
5. Discoloration caused by strong and acidic cleaning products will not be covered.
6. Rust is not covered under warranty. We use T304 Stainless Steel which is rust resistant and prolongs rust longer than other lower grade steel. However, rust will and may develop on the product surface over time and harsh winter road conditions.
7. Warranty does not cover the vehicle and other aftermarket parts, when a product is misused or installed improperly.
8. ARK Performance may request photos or video documentation of the alleged manufacturing defect for evaluation. If further inspection is required, the product must be returned for a thorough assessment. The buyer is responsible for all return shipping and handling costs associated with the inspection.
9. If a manufacturing defect is confirmed, ARK Performance will, at its discretion, repair the product, provide a replacement, or offer an alternative resolution.
10. ARK Performance is not responsible for any labor, storage, installation, towing, or inspection costs under any circumstances.

Exterior Parts:

All exterior products manufactured from fiberglass, polyurethane, carbon fiber, or forged carbon require professional preparation and installation. Professional bodywork, surface preparation, minor adjustments, trimming, sanding, filling, or other modification may be necessary to ensure proper fitment.

All products must be test-fitted prior to painting, clear coating, or any form of modification. Failure to properly test-fit voids any potential warranty consideration related to fitment.

Due to the hand-crafted manufacturing process, each product is unique and may vary slightly in appearance. Minor cosmetic imperfections including but not limited to small pinholes, slight weave distortion, minor weave fraying, small air pockets, surface waves, or light clear coat blemishes are inherent to composite manufacturing and are not considered defects.

If cosmetic or structural issues are excessive, consistent, and present across the majority of the product's surface area, the item may qualify for review under ARK Performance's Limited

Manufacturer Warranty. All warranty claims require prior approval and must be submitted with clear photos and video documentation for evaluation.

Fitment and installation-related concerns are subject to inspection and approval under the same warranty review process.

All carbon fiber and forged carbon products include a 6-month Limited Manufacturer Warranty covering clear coat defects under normal use and conditions.

As with automotive paint, carbon fiber and forged carbon finishes are subject to environmental exposure. Prolonged exposure to ultraviolet (UV) rays, direct sunlight, extreme temperatures, harsh weather conditions, road debris, chemicals, and improper care may result in gradual fading, discoloration, or surface wear over time. Such natural aging and environmental effects are not considered manufacturing defects.

This limited warranty applies only to clear coat failures determined to be the result of a manufacturing defect and is subject to inspection and approval. All claims must be submitted with clear photos and video documentation for review.

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11. Refunds

Store Credit

Approved returns may be issued as store credit at ARK Performance's discretion. Store credit:

1. Will be issued in the amount approved after inspection of returned items
2. Can be applied toward future purchases only
3. Is non-transferable and not redeemable for cash
4. May be subject to expiration terms if specified at issuance

2. Refund to Original Payment Method

If a refund is approved for return to the original form of payment:

1. Refunds will be issued only to the original payment method used at purchase
2. Processing times may vary depending on the payment provider
3. Shipping, handling, transaction fees, and restocking fees (if applicable) may be deducted
4. Refunds will not be issued to alternative payment methods

Additional Conditions

1. All returns must receive prior authorization from ARK Performance
2. Products must be new, unused, uninstalled, and in original packaging
3. Items that show signs of installation, damage, or missing components may be denied or subject to partial credit
4. Special-order, custom, discontinued, or clearance items may be non-returnable
5. Return shipping costs are the responsibility of the reseller unless otherwise agreed in writing

ARK Performance reserves the right to deny any return that does not meet the conditions outlined above.

12. Installation & Regulatory Compliance

- Professional installation is strongly recommended for all ARK Performance products
- Minor adjustments and preparation are considered normal during installation
- Products that have been installed or painted are not eligible for return
- Resellers and end users are solely responsible for compliance with all applicable local, state, and federal laws and regulations

ARK Performance reserves the right to refuse sales or require additional documentation to ensure regulatory compliance.