

Authorized United States Retailer Agreement

This Agreement, together with the attached schedule(s) and any addendum hereto, (the "Agreement") is made effective as of the date of its execution ("Effective Date") by and between Voxx Electronics Corp. located at 2351 J. Lawson Blvd., Orlando, FL 32824 (herein "VOXX") and [] VOXX Account number [] having a principal place of business located at [] (herein "Retailer").

Retailer and VOXX each acknowledge that the following terms and conditions are essential to maintaining the viability of VOXX's distribution network for the Products and insuring the success of its Authorized Retailers. The parties agree as follows:

1. APPOINTMENT AND ACCEPTANCE

A. **Appointment.** For the Term of this Agreement, VOXX appoints Retailer to sell specified VOXX Products as authorized in Schedule A ("Authorized Products") from the approved retail locations as set forth in Schedule A ("Authorized Locations"), and Retailer hereby accepts such appointment. Retailer shall not sell Authorized Products from any other location unless previously approved in writing by VOXX. Unless otherwise specified in an Internet Sales Addendum executed by the parties, this appointment does not authorize Retailer to sell any VOXX Products on the Third party Internet sites.

- B. **End-Users:** Unless otherwise modified by Schedule A or other written agreement between the parties, an "End-User" shall mean any purchaser of the Product(s) from the Retailer who is the ultimate end-user for whom the Product is designed and who does not intend to resell the Product to a third party.
- C. **Non-Exclusive:** This appointment is non-exclusive. VOXX reserves the right to increase or decrease the number of its retailers at any time, without notice or obligation to Retailer.

2. AUTHORIZED RETAILER'S DUTIES AND FUNCTIONS

- A. **Facility.** Retailer shall maintain quality facilities for on-premises demonstration and sale of Authorized Products.
- B. **Compliance.** Retailer, and its employees, agents, installers, and anyone authorized by them are responsible for compliance with all state, federal and local laws, regulations, FTC consent orders, county and city ordinances and regulations and any other applicable law, regulation, or ordinance. Retailer agrees not to engage in any unfair trade practices. Retailer is responsible for educating its staff on any laws and requirements that pertain to its business. Retailer shall indemnify and hold VOXX harmless from any cost or liability, including costs of litigation and attorney's fees, as may be incurred in defending any civil, criminal, or administrative action brought against VOXX, its officers, employees, affiliates, or agents that may result from any violation of this paragraph. Retailer acknowledges that Voxx has retained a third party to monitor all online sales and pricing for both Retailer hosted websites and third party platforms to ensure that MAP is being upheld and that unauthorized Retailers are not selling Voxx products.
- C. **Contact Information.** Retailer shall have a physical street address, and a landline telephone number for contact by its customers and must advise customers of this physical address and the landline telephone number. Post office boxes and mobile telephone numbers are not sufficient.
- D. **Returns.** Retailer shall provide post-sale return support for all End-Users that purchase Products from Retailer.
- E. **Purchasing.** Retailer shall comply with the Purchasing Terms and Conditions in Schedule C.

3. MARKETING

- A. **Promotion.** Retailer shall not engage in any illegal or unethical promotional actions, including without limitation "bait and switch" practices.
- B. **Adequate Stock:** Retailer shall not advertise or engage in promotional activities concerning any VOXX Product(s) unless Retailer has sufficient supply of these Products on hand to meet the anticipated demand.
- C. **Minimum Advertised Price ("MAP").** Retailer acknowledges that Retailer has been informed of VOXX's MAP (attached as Schedule D) as it applies to the advertisement for sale of VOXX Products from Retailers to End-Users in the Authorized Locations. There is no agreement, express or implied, between VOXX and Retailer with respect to the advertised or resale pricing of Products. If any director, officer, employee, representative, or other agent of VOXX tries to coerce Retailer to agree to the price at which Retailer advertises or resells VOXX Products, such action shall be considered void, unauthorized, and without effect and Retailer shall promptly notify VOXX's Policy Coordinator at VECmap@voxxintl.com. With respect to a Retailer's breach of MAP, the following procedure will apply:
- For a first offense you will have two (2) days to remedy the issue, if the issue is not addressed your account goes on hold for 30 days.
 - If the offense is not corrected a second notice will be sent to you with an additional two (2) days to remedy the issue and your account will go on hold for a total of sixty (60) days and all backorders will be voided.
 - If the offense is still not corrected and a third notice is sent, your account will be terminated immediately.

4. PROHIBITIONS

- A. **No Transshipping:** Retailer shall sell only to End Users. Retailer shall not participate in any way in orders, delivery, barter, trade, or sale of any VOXX Product for resale or other redistribution by or through any other person, business, or entity, including Unauthorized Retailers. Retailer further agrees that it will not export Authorized Products to foreign countries.
- B. **No Internet Sales.** Except with respect solely to Retailer's own hosted website, Retailer is expressly prohibited from selling Products on third party platforms on the Internet unless an approved Internet Sales Addendum has been agreed to by email by the parties. MAP pricing shall apply to all Internet sales, whether on Retailer's website or authorized third party platforms.
- C. **Authorized Locations.** Retailer may only sell and advertise for sale Products from Authorized Locations. VOXX hereby expressly prohibits Retailer soliciting or consummating sales outside the Authorized Locations.

5. PRODUCT INSTALLATION: VOXX and Retailer acknowledge and agree that the aforementioned limitations will:

- A. Enable VOXX and Retailer to ensure that all retail outlets at which VOXX Products are sold or offered for sale, comply with the standards established by VOXX for Authorized Retailers with respect to the conduct of Retailer's business and the handling of VOXX Products.
- B. Enable Product installation to be performed in a safe manner that maximizes Product performance, reliability and end-user satisfaction.

6. VOXX'S DUTIES

- A. **Installation Training:** VOXX will, from time to time, schedule training sessions for the Retailer and Retailer's employees relating to the proper installation of VOXX Products. Retailer is solely responsible for installations performed by Retailer or its agents or employees, and Retailer shall comply with all laws in connection therewith. Retailer agrees to hold harmless and indemnify VOXX from and against any third-party claims related hereto.
- B. **Use of Tech Support:** VOXX will maintain and make available to Retailer a staff of qualified technical support personnel to provide technical information to Retailer for the proper installation of the Product.
- C. **Use of VOXXUniversity.com:** Upon request, VOXX will provide a password that will allow the Retailer access to VOXX's University website, www.VOXXUniversity.com. All information or material, whether text or graphic, shall at all times remain the exclusive property of VOXX, and all use of said information or material by Retailer will be subject to the terms of this Agreement and the end user license agreement posted on VOXX's University website. Retailer is responsible for protecting the identity of its password and improper disclosure or dissemination thereof may subject Retailer to any resulting liability and forfeiture of access to the website. The availability of www.VOXXUniversity.com to Retailer is subject to the terms and conditions of Schedule B.

D. Marketing Support: VOXX may make available from time to time, at its sole and absolute discretion, text, and graphics for advertising, or other marketing material that VOXX deems appropriate for use by Retailer. Retailer will use the materials and other information exclusively to market VOXX Products and not for other products.

7. WARRANTIES AND LIABILITIES

- A. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement, VOXX shall not be liable to the Retailer for any consequential loss or damage, special damages, loss of profits, incidental or similar damages (whether for loss of profits or otherwise occasioned by the negligence of VOXX or its employees, affiliates, agents or otherwise) arising out of or in connection with any act or omission of VOXX relating to the manufacture or supply of VOXX Products, their resale by the Retailer, or their use by any Retailer or end user. VOXX hereby disclaims any and all liability associated with Retailer's business, including any act or omission by Retailer in association with VOXX or its Products. Retailer shall furnish each end user all warranty statements and similar material provided by VOXX.
- B. VOXX Warranty. Retailer shall make no warranties or guarantees with respect to Products or the use of Products except as authorized by VOXX in writing. Retailer
- C. Insurance. Retailer agrees to purchase and maintain throughout the term of this agreement commercial general liability insurance.
- D. Honor Warranty. Retailer shall honor VOXX's published warranty to all end-users to whom the Retailer has sold VOXX Products by (i) providing a free diagnosis of product failure where there are Product or installation problems and (ii) replacing components in stock or use Retailer's best efforts to obtain such components, or bypass defective component(s).

8. CONFIDENTIAL INFORMATION

Retailer acknowledges that by entering into this agreement Retailer may have access and/or be exposed to confidential and proprietary information of VOXX, including without limitation, price lists, product information, information concerning methods of operations, suppliers, provider lists, and systems. Retailer acknowledges and agrees that such information is confidential and proprietary, and Retailer agrees to keep such information confidential and not disclose it to third parties. Retailer understands and agrees that the release of this confidential information to any third party would cause irreparable harm to VOXX, and that VOXX will be entitled to seek injunctive relief. Should Retailer be found to have violated the confidentiality provision of this Agreement, Retailer will be responsible for any damages, including, without limitation, costs and reasonable attorney's fees arising out of the violation.

9. INTELLECTUAL PROPERTY

- A. License. While this Agreement is in effect, VOXX hereby licenses the Retailer on a limited basis to use trademarks, copyrights and other proprietary rights associated with the Authorized Product (the "Intellectual Property") on a non-exclusive basis and for the limited purpose of exercising its rights and performing its obligations under this Agreement. VOXX may revoke this license at any time.
- B. No Property Rights. Retailer shall not acquire any property rights with respect to the VOXX Intellectual Property; all such rights and goodwill are and shall remain vested in and inure to the benefit of VOXX.
- C. Use of Trademarks. The Retailer shall ensure that each reference to and use of any of the VOXX trade names or trademarks by the Retailer in advertising or otherwise is in a manner approved by VOXX's brand guidelines found on the VOXX University.
- D. Limitations. The Retailer shall not (i) make any modification to the VOXX Products or their packaging, (ii) alter, remove or tamper with any trademarks, trademark numbers, patent numbers or other means of identification used on or in relation to the VOXX Products, (iii) use any of VOXX's trademarks in any way, which might prejudice their distinctiveness or validity, or detract from the goodwill associated with the VOXX trademarks and names, or (iv) use in relation to the VOXX Products any non-VOXX trademarks without obtaining prior written consent from VOXX.
- E. Infringement Notice. The Retailer shall promptly and fully notify VOXX of any actual threatened or suspected infringement of any Intellectual Property of VOXX, of which the Retailer becomes aware.
- F. Business Name. The Retailer shall not do business under any name, designation or website associated with or similar to any mark, trademark, trade name, domain, service mark, copyright, or trade dress of VOXX or any VOXX Products, except upon prior written consent of VOXX.

10. TERM AND TERMINATION

- A. Term. The Agreement shall commence on the Effective Date and shall remain in effect unless terminated as provided herein. VOXX may terminate this Agreement at will, at any time and immediately upon written notice being delivered to Retailer, and without cause. Retailer may terminate this Agreement upon thirty (30) days prior written notice to VOXX.
- B. No Damages. Neither VOXX nor Retailer shall be liable to the other because of termination, including damages due to loss of prospective profits or because of expenditures, investments, leases, or any other types of commitments made in connection with the business of either of them, but termination shall not relieve either party of its (i) already accrued obligations, (ii) obligations intended to survive termination, or (iii) liability for any actionable breaches of this Agreement.
- C. Effect on Orders. Termination of this Agreement by either party shall automatically cancel all unfilled orders and automatically accelerate the due date of all invoices for VOXX Products to make them immediately due and payable on the effective date of termination.
- D. Repurchase. For thirty (30) days from the termination date, VOXX shall have the option, but not the obligation, to purchase from the Retailer all or any part of the VOXX Products then in the Retailer's stock at the prices the Retailer paid for the Product, less any discounts and unearned allowances received by Retailer. Upon exercise of this option, the Retailer shall ship the Products to VOXX at VOXX's expense to such address as VOXX instructs, in good and undamaged condition.
- E. Cease Marketing. As of the effective date of termination, the Retailer shall refrain from selling any Products after the 30 days' notice and shall refrain from any conduct that would make it appear that it is an Authorized Retailer. Retailer shall promptly remove from its letterheads, advertising literature, promotional materials, signage, website, and from all telephone and other business directories of any kind all references to VOXX, its Products or trademarks, and any corporate name, trade name, domain or trademark tending to give the impression that any relationship still exists between VOXX and the Retailer. The Retailer agrees to ship or destroy, at VOXX's option, VOXX advertising, sales and promotional materials bearing VOXX's names or trademarks. Retailer agrees that Retailer's right to VOXX's websites shall end and further agrees to cease using the VOXX's websites upon termination of this Agreement. Information provided on VOXX's websites is provided as-is, without representation or warranty of any kind.
- F. Website.

11. NOTICES:

All notices and demands of any kind, which either VOXX or Retailer may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served upon the other party at their principal place of business as designated in this Agreement. Service of notice shall be deemed complete upon the expiration of the third day after the date of mailing. Receipt of a facsimile or email transmission will be deemed sufficient notice on the date that it is received. Either party may, from time to time, change the addresses to which notices, and demands shall be delivered, by notices as hereinabove provided.

12. COMPLAINTS: Retailer shall advise VOXX promptly concerning information that comes to Retailer's attention as to charges, complaints, or claims about VOXX Products by customers or other persons.

13. ASSIGNMENT: The rights granted to Retailer under this Agreement are personal in character, and therefore Retailer may not assign, transfer, or sell Retailer's rights under this Agreement without the prior written consent of VOXX. Any such assignment shall be null and void, whether by contract or operation of law.

14. MISCELLANEOUS

- A. **Relationship.** VOXX and Retailer agree that their relationship is that of buyer and seller only. Nothing stated in this Agreement shall be construed as creating the relationship of employer and employee, master and servant, franchiser and franchisee, principal and agent, partnership, or joint venture between the parties. Retailer shall be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on the part of VOXX, whether express or implied.
- B. **Waiver:** The waiver by either party of any breach of this Agreement by the other party shall not waive subsequent breaches of the same or different kind. The failure of either party to enforce any rights under this Agreement in a particular instance shall not operate as a waiver of said party's right to enforce the same or different rights in subsequent instances.
- C. **Indemnification:** Retailer agrees to and does hereby indemnify and hold VOXX harmless from and against any and all claims, damages, judgments, decrees, orders and liabilities whatsoever, asserted by any other person or entity, resulting directly or indirectly from any act, omission, commission or breach by the Retailer (or its employees or agents) and such indemnification shall include, but not be limited to, the payments of all expenses, costs and attorney's fees incurred by VOXX in defending or settling such claims.
- D. **Severability:** In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligation hereunder is held unenforceable or invalid for any reason whatsoever, such enforceability or invalidity shall not affect the enforceability of the remainder of this Agreement. Any such unenforceable or invalid provisions shall be severable from the remainder of this Agreement, which shall remain in full force and effect.
- E. **Entire Agreement:** This Agreement, together with any other documents expressly incorporated herein by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof. Any and all written or oral statements heretofore existing between the parties pertaining to VOXX Products are expressly cancelled, except as otherwise provided in the Agreement.
- F. **No Waivers or Modifications:** This Agreement and the Schedules and any Addendum thereto may not be altered, waived, modified, amended, or otherwise changed, except in writing executed by VOXX. VOXX reserves the right to make changes, modifications, and updates (collectively "Updates") to its policies referenced herein and this Agreement upon written notice to Retailer. If Retailer does not terminate this Agreement within (10) ten days of receiving notice of any Updates, such Updates will be deemed accepted by Retailer.
- G. **Authorization:** By signing below, the person represents and warrants that the Retailer is (i) accurately identified, (ii) validly existing and in good standing, and (iii) he/she has authority to execute this Agreement and bind Retailer to the terms and conditions stated herein.

15. STATUTE OF LIMITATIONS: Retailer agrees that any action by Retailer arising out of the relationship between VOXX and Retailer, including any action for alleged breach of this Agreement shall be commenced by Retailer within one (1) year from the date of the breach, without regard to the date the breach is discovered. Any action not brought by Retailer within that one (1) year time period shall be barred, without regard to any other limitations period set forth by law or statute.

16. GOVERNING LAW AND VENUE: This Agreement is deemed to have been entered into in Orlando, Florida, and shall be governed by the laws of the State of Florida. All questions concerning validity, interpretation, or performance of any of the terms of this Agreement, or determination of any rights or obligations of the parties thereto, shall be resolved or litigated in the courts in Orange County, Florida, regardless of where the Agreement is executed, unless VOXX has consented in writing to another venue. In the event of any action or proceeding, including arbitration, to enforce this Agreement or any of its provisions, or to declare the rights of the parties with respect to this Agreement, the prevailing party shall be entitled to its attorney's fees, expenses, and court costs.

17. FORCE MAJEURE: VOXX shall not be responsible or liable for failure to perform any part of this Agreement or for any delay in the performance of any part of this Agreement, directly or indirectly resulting from or contributed to, by any foreign or domestic embargo, act of God, the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with the production or delivery of the Products hereunder, or lack of the usual means of transportation, fires, floods, explosions or custom duties or other similar charges or assessments; or other events or contingencies beyond its control.

18. CONSTRUCTION: This Agreement shall be deemed jointly drafted and no ambiguities, duties or obligations shall be resolved against the deficit party. Each party has had the opportunity to have this Agreement reviewed by counsel.

19. JOINT OBLIGATIONS: The owners and/or proprietors of Retailer shall be jointly and severally liable under the terms, rights, and obligations of this Agreement.

20. EFFECTIVE DATE: This Agreement shall take effect on the date this Agreement is executed by both parties.

21. EXECUTION: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

RETAILER: _____

Print Name

Date

Title:

E-mail:

Signature

SCHEDULE A
AUTHORIZED U.S. RETAILER AGREEMENT
(Or attachment of Retailers store listing)

Authorized Locations:

Location 1 (If different than corporate address):

Name:
Address:

Location 2:

Name:
Address:

Location 3:

Name:
Address:

Location 4:

Name:
Address:

Location 5:

Name:
Address:

Location 6:

Name:
Address:

Location 7:

Name:
Address:

Location 8:

Name:
Address:

SCHEDULE B
AUTHORIZED U.S. RETAILER AGREEMENT

Technical Services Terms and Conditions

As a service to its valued customers, VOXX provides Technical Services such as the Directech website, Online forums, Phone support, Email support, and Chat support. VOXX has invested significant time, money, and resources in order to develop and maintain these Technical Services for your benefit. In exchange for your using these services, we ask that you comply with the following requirements. We may revoke or suspend your access to VOXX's Technical Services if you do not.

1. To be eligible to use VOXX's Technical Services, you must:
 - a. Be an Authorized Retailer in good standing and offer installation services.
2. When using VOXX's Technical Services, you must:
 - a. Use the VOXX technical support lines only for assistance with installation of VOXX products.
 - b. Ensure that each log-in is used only by the individual to whom it has been assigned.
3. VOXX may immediately suspend or revoke your access to VOXX Technical Services without advance notice if you do not comply with the above requirements, or in the following instances:
 - a. Sharing logins with unauthorized Retailers and end users.
 - b. Using the services for programming and/or installing non-VOXX products.
 - c. Accessing Technical support (chat, email, phone) for a non-VOXX product.
 - d. Installing VOXX products in unapproved applications that could create harm to the user or customer.
 - e. Retailer's account lapses into past due standing.
 - f. Retailer ceases to purchase or resell VOXX products.
 - g. Retailer disparages VOXX or any of its brands.
 - h. Retailer loses Authorized Retailer status.
 - i. Termination, expiration or breach of your Authorized Retailer Agreement.
 - j. Retailer must maintain yearly commitment and reviewed quarterly.

SCHEDULE C
AUTHORIZED U.S. RETAILER AGREEMENT

Purchasing Terms and Conditions

1. PRODUCT PURCHASES

A. Purchases

i. Placement

- a. Retailer shall place orders for the purchase of Authorized Product from a sales representative, VOXX's Customer Service Department, or on-line at www.VOXXDealers.com.
- b. Each order for the Authorized Products shall constitute a separate contract and any default by VOXX in relation to any single order shall not entitle the Retailer to treat this Agreement as terminated.
- c. Acceptance by VOXX of any purchase order forms or other forms of any kind from Retailer which include terms that are in addition to, vary from or conflict with any terms of this Agreement, or with any terms or conditions set forth elsewhere in VOXX's schedules, forms, or policies, shall not be deemed an acquiescence by VOXX to any such variance or conflict. Any conflicting terms received by VOXX from Retailer shall be of no effect and shall be considered void. It is expressly agreed that in all such instances this Agreement, VOXX's schedules, forms, and policies, and the contents hereof, shall prevail without need for notification by VOXX to that effect.

ii. Products and Parts Changes. Unless otherwise provided by applicable law, VOXX may at any time add, change or cease making available any Product or part without advance notice to Retailer, and VOXX shall not be liable to Retailer for failure to furnish Products or parts of the model, design or type previously sold, or for failure to incorporate modifications in any Products previously purchased by Retailer.

iii. Acceptance: All orders submitted by Retailer are subject to acceptance by VOXX. When the order has been accepted by VOXX in whole or part, VOXX will use commercially reasonable efforts to fulfill the accepted portion of the order as promptly as practicable. VOXX shall not be liable for any damages, consequential, special, incidental, or otherwise, for its failure to fill orders or for any error or delay in the filling of orders. Whenever in VOXX's opinion, demand for the Products or other market conditions so require, VOXX may allocate its available inventory and/or deliveries among its Retailers in such manner as it deems appropriate or necessary, without liability of any kind to Retailer.

B. Payment

- i. **Price:** VOXX shall issue, from time to time, a confidential Retailer price list. VOXX shall have the right without prior notice to change prices at any time without accountability to Retailer for outstanding orders or Products delivered on or after the applicable date of the increase. Upon price increase date, all back orders will be cancelled and need to be re-entered at updated published price. VOXX shall have the right at any time to discontinue the sale of any or all VOXX Products listed on the price list, without prior notice to Retailer and without incurring any liability to Retailer.
- ii. **Invoice:** VOXX may invoice the Retailer for the price of the VOXX Products on or any time after shipment of the VOXX Products to Retailer.
- iii. **Credit:** The Retailer represents to VOXX that it is in good financial condition and is able to pay all invoices when due. Before Retailer's initial order can be shipped, this Agreement must be signed by Retailer and accepted by VOXX. Open accounts may be established only upon approval by VOXX. Retailer understands and agrees that VOXX is relying upon the information provided by Retailer in this agreement, and on any forms, appendix, exhibits, or similar documents from VOXX.
- iv. **C.O.D. and Credit Card Payments:** C.O.D. cash and credit card orders are not subject to a credit limit. C.O.D. payments may be made by company check, cashier's check, or money order. Retailer must address any disputes related to credit card payments with VOXX rather than charging back through the credit card merchant. In the event a credit card is charged back, Retailer will not be eligible to pay open invoices with credit cards.
- v. **Bad Checks:** Any check returned for "Non-Sufficient Funds" automatically changes the account terms to C.O.D. cash (cashier's check, money order). A service charge of \$35.00 will be charged to the Retailer for each Non-Sufficient Funds returned check. Any order placed subsequent to the return of a check for Non-Sufficient Funds may be held by VOXX until the returned check has cleared.
- vii. **Collection:** In the event of any litigation arising out of this agreement for the collection of money due to VOXX by Retailer, VOXX shall be entitled to its attorney's fees, costs, and all expenses.

C. Returns. No Product shall be returned to VOXX by Retailer without a return merchandise authorization issued by VOXX. Retailer shall request authorization from VOXX prior to the return of any VOXX product. Return authorizations can be obtained through returns@voxxintl.com. Product returned to VOXX without authorization will be refused delivery and returned to Retailer. VOXX will issue an authorization number before any returned merchandise will be accepted, except for repair or replacement terms under warranty.

2. FAILURE TO PAY / INSOLVENCY: Upon occurrence of any of the events set forth in A-F below, VOXX may, at its option and without liability (i) cause the entire unpaid balance to become due immediately, (ii) cancel this Agreement, or (iii) suspend any further deliveries under this Agreement.

- A. Retailer fails to pay any part of the purchase price when due, or;
- B. Retailer becomes insolvent, or;
- C. Retailer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order, or goes into liquidation (other than for the purpose of amalgamation or reconstruction), or;
- D. A Receiver is appointed for any of the property or assets of the Retailer, or; E. The Retailer ceases or threatens to cease to carry on its business, or;
- E. The Retailer ceases or threatens to cease to carry on its business; or
- F. VOXX reasonably anticipates that any of the events mentioned above is about to occur and notifies the Retailer accordingly. Upon termination of this Agreement between the parties, VOXX shall have the right to offset any amount that may be owed to Retailer towards an outstanding balance on Retailer's account.

3. DELIVERY: Unless Retailer clearly advises VOXX to the contrary in writing, VOXX may make partial shipment of Retailer's orders, which shipments shall be separately invoiced and paid for when due without regard to subsequent deliveries.

4. CANCELLATIONS AND RETURNS

A. Order Errors & Returns: Retailer shall inspect all purchased Products upon receipt and notify VOXX immediately of any errors immediately upon receipt of shipment. Any purchased Products which Retailer wishes to return may only be returned in compliance with VOXX's return policy or other applicable written agreement between the parties. Retailer will pay shipping costs for returns.

B. Restocking Fee: A restocking charge of 15% will be made on all current goods returned to VOXX, unless caused by VOXX's error.

5. RISK AND TITLE: Title and risk of loss of Products shall pass to the Retailer upon the earliest of:

A. The time of delivery to a common carrier, or;

B. When VOXX has tendered delivery of the VOXX Products if the Retailer wrongfully fails to take delivery.

Effective 3/1/2022

**SCHEDULE D
VOXX
UNITED STATES MAP PRICING POLICY**

VOXX recognizes that its high-quality Retailers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our Retailers' efforts, VOXX wishes to establish policies that allow Retailers to earn the profits necessary to maintain the high level of customer excellence people have come to expect.

In order to successfully compete in the marketplace and to maintain its premium brand image, VOXX has announced this Minimum Advertised Pricing Policy. Hereafter, all sales from VOXX Retailers to End Users of products set forth in VOXX's MAP List (available at: <https://www.VOXXDealers.com/InformationCenter>)

VOXX products covered, and their associated minimum advertised prices are set forth in the MAP List and shall be delivered or otherwise made available by VOXX to the Retailers. VOXX reserves the right from time to time to alter, modify, suspend, or cancel this Policy, the products covered, and/or the minimum sales prices.

This policy does not restrict the Retailer's right to establish independent advertised and/or resale prices of VOXX products. VOXX reserves the right to determine whether a Retailer has advertised VOXX's products at a net advertised price less than the minimum sales price established in this Policy. Upon such determination VOXX may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the Retailer.

This Policy has been adopted by VOXX. VOXX neither solicits nor will it accept assurances by any Retailer of acquiescence with this Policy. Nothing in this Policy shall constitute an agreement between VOXX and any Retailer of compliance with this Policy. This Policy is non-negotiable and will not be altered, modified, or amended for any Retailer.

Combining a Product(s) from the Minimum Advertised Price List with any other product for a sales price lower than the combined price of what the two (2) products could be purchased independent of each other, shall violate VOXX's Minimum Advertised Pricing Policy.

The issuance of non-VOXX announced rebates (in any form) on a Product(s) listed in the Minimum Advertised Price List shall not constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

Advertising that requests the End User to "see price in cart," "click to see price," "add to cart for best price," "Why we do not show a price?" or a price that is struck through, no price listed or any language or graphic representation that implies, or from which the End User can infer, that the End User click through to the cart to see a price lower than that set forth in the Minimum Advertised Price List, shall not constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

The Retailer shall not offer free shipping on product(s) to circumvent the Minimum Advertised Price List Policy.

The Retailer shall not offer of a gift card redeemable for value on a future purchase with the purchase of product(s) in the Minimum Advertised Policy.

VOXX, from time to time within its sole discretion, may announce promotion prices and bundles of the products listed in the Minimum Advertised Price List which shall constitute acquiescence with VOXX's Minimum Advertised Pricing Policy.

All questions regarding interpretation of this policy, including authority to modify or grant exceptions, will be resolved by the Minimum Advertised Policy Committee at VECmap@voxxintl.com.