

HORSEPOWER

AUTOMOTIVE GROUP



HORSEPOWER AUTOMOTIVE GROUP UNITED STATES UMAP

Effective Date: March 1st, 2025

Horsepower Automotive Group, LLC and its Brands, including, but not limited to, **Addictive Desert Designs, DV8 Off-Road, Rago Fabrication, Flatline Van Co, and C4 Fabrication**. ("Horsepower Automotive"), recognizes that its high-quality resellers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support its resellers' efforts, HORSEPOWER AUTOMOTIVE wishes to establish policies that allow resellers to earn the profits necessary to maintain the high level of customer excellence people have come to expect from HORSEPOWER AUTOMOTIVE resellers.

In order to successfully compete in the marketplace and to maintain its premium brand image, HORSEPOWER AUTOMOTIVE has announced this Unilateral Minimum Price Policy ("UMAP"). Hereafter, all sales from HORSEPOWER AUTOMOTIVE resellers to end-users of products set forth in HORSEPOWER AUTOMOTIVE's *UMAP Price Grid* (the "Product(s)") inside the United States shall be subject to this UMAP.

HORSEPOWER AUTOMOTIVE Products covered and their coordinating minimum advertised prices are set forth in the *UMAP Price Grid* and shall be delivered or otherwise made available by HORSEPOWER AUTOMOTIVE to the reseller. HORSEPOWER AUTOMOTIVE reserves the right from time to time to alter, modify, suspend, or cancel this UMAP, the Products covered, and/or the minimum advertised prices.

This UMAP does not restrict a reseller's right to establish independent advertised and/or resale prices of HORSEPOWER AUTOMOTIVE Products. HORSEPOWER AUTOMOTIVE reserves the right to determine whether a reseller has advertised HORSEPOWER AUTOMOTIVE's Products at a net advertised price less than the minimum advertised price established in this UMAP. Upon such determination, HORSEPOWER AUTOMOTIVE may, without assuming any liability, cancel all orders and may indefinitely refuse to accept new orders from the reseller. ***Please note that following the actions of another reseller is not an exception to this UMAP and will be considered non-acquiescence.***

This UMAP has been unilaterally adopted by HORSEPOWER AUTOMOTIVE. HORSEPOWER AUTOMOTIVE neither solicits nor will it accept assurances by any reseller of acquiescence with this UMAP. Nothing in this UMAP shall constitute an agreement between HORSEPOWER AUTOMOTIVE and any reseller of compliance with this UMAP. The reseller within its own discretion can choose to acquiesce or not acquiesce with this UMAP. HORSEPOWER AUTOMOTIVE will not discuss conditions of acceptance related to this UMAP. This UMAP is non-negotiable and will not be altered, modified, or amended for any reseller.

The following are actions that constitute acquiescence with HORSEPOWER AUTOMOTIVE's UMAP:

- The offer of free shipping or financing on Product(s) listed in the *UMAP Price Grid*
- The offer of a gift card redeemable for value on a future purchase with the purchase of Product(s) listed in the *UMAP Price Grid*
- HORSEPOWER AUTOMOTIVE, from time to time within its sole discretion, may announce promotional prices and bundles of Product(s) listed in the *UMAP Price Grid*

The following are actions that do not constitute acquiescence with HORSEPOWER AUTOMOTIVE's UMAP:

- Advertising that: i) states things such as "see price in cart," "click to see price," "add to cart for best price," or "call for price"; ii) lists a price that is struck through; iii) does not list a price, or iv) contains any language or graphic representation that implies, or from which the end-user can infer, that the end-user may click through to the cart to see a price lower than that set forth in the *UMAP Price Grid*
- The issuance of non-HORSEPOWER AUTOMOTIVE announced rebates (in any form, including coupon codes) on Product(s) listed in the *UMAP Price Grid*
- Combining a Product from the *UMAP Price Grid* with any other product for a combined price lower than the combined price of what the two (2) products could be advertised independent of each other as set forth in the *UMAP Price Grid*

HORSEPOWER AUTOMOTIVE's sales personnel have no authority to modify or grant exceptions to this *UMAP*. All questions regarding interpretation of this *UMAP* should be directed to the *UMAP* Committee at compliance@horsepowerautomotivegroup.com.