



**Why does S&B Filters, Inc. (S&B) have an authorized dealer program?**

S&B Filters, Inc. (S&B) has an authorized dealer program (ADP) and a pricing policy to maintain the long-term strength of its brands, to make sure there are sufficient margins for our valuable dealers to continue to support S&B's products.

**How do I sign up to become an authorized dealer?**

Please go to [www.sbfilters.com](http://www.sbfilters.com) and sign up or download a form. You can also contact S&B at 909-947-0015 to request a form. Email signed form to [newdealers@sbfilters.com](mailto:newdealers@sbfilters.com) or fax to 909.947.0603. You can also mail it to: S&B Filters, Inc., Authorized Dealer Program, 15461 Slover Ave, Fontana, CA, California 92337.

**How will my Wholesale Distributor know that I am an authorized dealer?**

S&B is working closely with the Wholesale Distributors to make sure they have a current list of authorized dealers and violators.

**How much does this cost?**

The program is FREE, ADP is designed to benefit you, the dealer.

**Are there any discounts allowed?**

The ADP pricing policy allows for free installation and free shipping - these free services are not counted as discounts. All other discounts that bring the price paid for the product below ADP pricing are violations of the Policy.

**Pricing Policy FAQ:**

**What is ADP?**

ADP is a pricing policy that establishes minimum resale prices - the price a consumer actually pays - for S&B products, such as High Performance Air Filters and Intake Kits.

**What is the ADP pricing?**

ADP pricing will be the same as the existing pricing. You can find a list of current ADP pricing at [www.sbfilters.com](http://www.sbfilters.com).

**How can ADP be violated?**

If you sell an S&B product below the ADP pricing - the actual price a consumer pays for the product - you will violate the Policy.

**What are examples of what I am not allowed to do?**

Examples of violations include any discount that would bring the net-realized price paid to below the ADP price - examples include offering 10% off the ADP price, a coupon to be used on a future purchase, instant or mail-in rebates, free gas card, etc.

**What are the Penalties?**

If you violate the Policy, you will no longer be able to purchase S&B branded product. For example, if you sell the S&B Air Filter Model No.75-1525 below ADP pricing of \$231.69, you will no longer be able to purchase S&B products.

**Do I sign the pricing policy?**

You sign up to be an authorized dealer. You do NOT sign our pricing policy - this is unilateral policy - meaning we announce it and you passively choose to accept it or not. It is solely your decision to accept the pricing.

**How long will I be penalized for?**

The penalty for violating the policy is indefinite.

**Is this Legal?**

This is legal. U.S. antitrust law states that it is lawful for manufacturers to adopt a policy regarding resale prices and to deal only with resellers that independently choose to follow the policy. Many companies in other industries have already implemented a similar program.

**When did the new pricing policy go into effect?**

ADP pricing went into effect May 1, 2007.

**How does ADP work with the current program?**

ADP replaces S&B's existing program.

**How do I get more information?**

Please visit [www.sbfilters.com](http://www.sbfilters.com), or direct all inquiries to Berry Carter, President, at 909.232.8901 or [bcarter@sbfilters.com](mailto:bcarter@sbfilters.com).



**Business Contact Information**

Title:		Company name:			
Phone:	Fax:	Email			
Billing address:					
City:		State:	ZIP code:		
Date business commenced:		Sole proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Other: <input type="checkbox"/>

**Business and Credit Information**

Shipping address:					
City:		State:	ZIP code:		
Do you require a purchase order?: YES <input type="checkbox"/> NO <input type="checkbox"/>					
Are you purchasing products for resale?: YES <input type="checkbox"/> NO <input type="checkbox"/>		If yes, what is your tax identification #:			
Bank name:					
Bank address:		Phone:	Fax:		
City:		State:	ZIP Code:		

**Credit Card Payment Information**

CC#	EXP:	Name:	MC <input type="checkbox"/>	VISA <input type="checkbox"/>	AMEX <input type="checkbox"/>	DISC <input type="checkbox"/>
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**Agreement:**

1. Your signature below authorizes S&B Filters, Inc. to charge your credit card for purchases at the time of shipment. Your signature also indicates that you agree to handle all disputes with S&B Filters directly and agree not to dispute any charge with the credit card company.
2. By submitting this application, you authorize S&B Filters, Inc. to make inquiries into the banking and business/trade references that you have supplied.

**Additional Terms & Conditions:** Additional Terms & Conditions governing the relationship with S&B is found at [www.sbfilters.com/termsandconditions](http://www.sbfilters.com/termsandconditions) (the "Terms & Conditions"), which is specifically incorporated herein by this reference and may be updated from time to time.

**AGREED TO & ACCEPTED BY:**

Signature	Title:	Date:
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Send application to [newdealers@sbfilters.com](mailto:newdealers@sbfilters.com) or fax to 909.947.0603.



**Dealer Information:**

Full Business Name:		Tax Identification No. (FEIN):		
Address:		City:	State:	ZIP Code:
Phone:	Fax:	Email:		
Owner/Manager:		Website:		

**THIS AGREEMENT** is made as of the Effective Date (as defined on the signature page) by and between S&B Filters, Inc. ("S&B"), a California corporation located at the address shown on the signature page, and the Dealer (as defined above) located at the address shown above.

**1. Appointment.** Subject to the terms and conditions of this Agreement, S&B appoints the Dealer and the Dealer agrees to perform as S&B's Nonexclusive Authorized Dealer for the Products during the Term. (For certain definitions of capitalized terms, see Section 5 of this Agreement.) Except as expressly authorized in writing by S&B, the Dealer agrees to submit orders for items(s) of the Products to one or more of the Distributors during the Term and, subject to the prices and terms and conditions of sale determined between the Dealer and each such Distributor (but consistent with this Agreement) to purchase from such Distributor such items(s) described in each order.

**2. Responsibilities.** Except as otherwise approved in writing in advance by S&B, the Dealer will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and service requests from customers and prospective customers; (c) represent the Products in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of the dealer and S&B or either thereof; (d) use the Intellectual Property only as permitted by S&B; (e) refrain from questioning or challenging the rights claimed by S&B or its Affiliate(s) in the Intellectual Property or assisting in any way any other(s) in doing so; (f) comply with all laws and all of the S&B Policies; and (g) promptly and in timely fashion comply with whatever request may be made by S&B or any or all of the Distributors relating to any law or expectation thereof or the modification or recall of any or all of the Products. All inquires or questions regarding Authorized Dealer Program pricing must be direct to only Berry Carter, President, at 909-947-0015 or [adp@sbfilters.com](mailto:adp@sbfilters.com).

**3. Termination.** This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective; (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than forty-five (45) days after such receipt for termination on other grounds (which may be with or without cause); or (c) as provided in Section 4(e)(ii) of this Agreement. Upon termination of this Agreement, the Dealer shall immediately cease holding himself or itself out as a Dealer or any conduct which would give the impression that the Dealer is an authorized dealer or representative of or for the Products or has any affiliation whatsoever with S&B or the Products (except only with respect to the Dealer's inventory of the Products at the time of termination).

**4. Miscellaneous.** (a) This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Dealer without the express written consent of S&B. Each delegation, transfer or assignment by the Dealer without such consent shall be void. The relationship between S&B and the Dealer shall be that of independent contractors, and nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or franchise between S&B and the Dealer or shall constitute to be deemed to constitute the Dealer as an agent of S&B for any purpose whatsoever. The Dealer shall have no authority or power to bind S&B or to contract in the name of and create a liability against S&B in any way for any purpose.

(b) At any time and without prior notice: (i) S&B may modify any or all of the S&B Policies and (ii) any or all item(s) of the Products may change, in which case, the Dealer acknowledges and agrees that each of the Distributors may without liability or penalty cancel all pending orders (even if accepted from the Dealer for such changed item(s) and refuse to accept any new orders from the Dealer for such item(s). Except as otherwise expressly provided in this Agreement, each modification of the S&B Policies shall be effective immediately, unless S&B notifies the Dealer in writing of another effective date. S&B's interpretation of each of the S&B Policies will control.

(c) This Agreement shall be governed by and interpreted under the laws of the State of California without regard to that state's conflicts of laws provisions. Any and all disputes arising out of or relating in any way to this Agreement between the Parties (or the Affiliate(s) of either) shall be litigated at the trial level as a bench trial only in federal or state court in County of San Bernardino, California. The Parties hereby expressly waive their right to a jury trial. The Dealer, on behalf of itself and its Affiliate(s) hereby submits to personal and subject matter jurisdiction in such courts and agrees that neither the Dealer nor the Dealer's Affiliate(s) will contest venue.

(d) Time is of the essence of this Agreement. This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. S&B shall not be liable for loss, damage or delay resulting from any cause whatsoever beyond its reasonable control. In no event shall S&B be liable for consequential, incidental or special damages, loss or expense to any or all of the Dealer, purchaser(s) or user(s) for any reason(s) whatsoever. In the event of any conflict between the S&B Policies and this Agreement, the S&B Policies will control. Wherever required by the context hereof, each pronoun used herein shall be deemed to include both the singular and the plural and to encompass each gender.



(e) If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in this Agreement, S&B, at any time, may elect by written notice to the Dealer (effective upon receipt thereof or as otherwise designated by S&B therein) that: (i) such requirement be substituted for or added to such provision(s) or part(s) thereof to the minimum extent necessary to validate such provision(s) or part(s) thereof or (ii) this Agreement be terminated. If any provision(s) or part(s) thereof in this Agreement shall be held invalid, the remainder of this Agreement shall continue in full force and effect, and each such provision or part thereof shall be deemed not to be part of this Agreement.

(f) This Agreement and each of the S&B Policies, as modified from time to time: (i) constitute the entire understanding of the Parties binding upon them; (ii) are intended to govern the relationship between the Parties; (iii) supersede all agreements, representations or statements between the Parties, either oral or written; and (iv) except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by both of the Parties.

(g) Except as otherwise provided in this Agreement or as the Parties otherwise may expressly agree in writing, no failure, refusal, neglect, delay, waiver, forbearance or omission by S&B to exercise any right(s) under this Agreement or to insist upon full compliance by the Dealer with the Dealer's duties, obligations or restrictions hereunder shall constitute a novation or waiver of any provision(s) of this Agreement or otherwise thereafter limit S&B's right to fully enforce any or all of the provision(s) and part(s) thereof of this Agreement.

(h) The following shall survive the termination of this Agreement: (i) Sections 1 and 2(c) through 5 of this Agreement; (ii) each of the definitions contained in this Agreement; and (iii) each of the S&B Policies which by its own terms expressly states that it survives the termination of this Agreement or which S&B otherwise designates as so surviving.

(i) Each notice described in this Agreement to either Party must be in writing and shall be sent to the intended recipient (with all fees paid) by certified mail, express courier service, facsimile or e-mail to such recipient's address referred to on the first (1st) page of this Agreement and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due to electronic or mechanical malfunction or failure.

**5. Certain Definitions:** For purposes of this Agreement: (a) "Nonexclusive Authorized Dealer" means that (i) the Dealer may hold itself out as a dealer authorized by S&B for the Products during the Term and (ii) S&B may offer and sell anywhere and everywhere any or all of the Products and anything else directly or indirectly to one or more individuals and entities other than the Dealer; (b) the "Products" means those products made available to the Dealer by any or all warehouse distributors specifically authorized by S&B to sell to the Dealer (individually, a "Distributor" and collectively, the "Distributors"); (c) the "Term" means the period from the Effective Date until this Agreement is terminated pursuant to Section 3 hereof; (d) the "Intellectual Property" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which S&B or its Affiliate(s) claim(s) rights; (e) "Affiliate(s)" means any or all of the individual(s), entity and entities controlling, controlled by or under common control with the Party identified; (f) the "S&B Policies" means collectively the then-current version(s) of the announcements and policies (whether in the form of correspondence, memoranda, notices or otherwise) from time to time issued in writing or made available electronically by S&B to the Dealer and not expressly excluded by S&B from the S&B Policies; and (g) a "Party" means S&B or the Dealer and the "Parties" means S&B and the Dealer.

**Additional Terms & Conditions:** Additional Terms & Conditions governing the relationship with S&B is found at [www.sbfilters.com/termsandconditions](http://www.sbfilters.com/termsandconditions) (the "Terms & Conditions"), which is specifically incorporated herein by this reference and may be updated from time to time.

**Fees & Costs:** In the event of an action to enforce any aspect of this Agreement and/or any action arising from this Agreement, the prevailing party in any such action shall be entitled to recover their reasonable attorneys fees and costs in connection with any such proceeding.

Each Party, intending this Agreement to be effective as of the Effective Date, has caused this Agreement to be executed by its duly authorized representative. Send signed document to [newdealers@sbfilters.com](mailto:newdealers@sbfilters.com) or fax to 909.947.0603.

**Agreed and accepted in Ontario, California**

**The Dealer**

**S&B Filters, Inc.**

Signature:

By:

Name:

**Berry Carter: President**

Title:

Date:

Date:

The Effective Date: