



## DISTRIBUTOR TERMS & CONDITIONS V2.5

**Definitions:** "The Supplier" means Cliff-Top Inc. "The Distributor" means the person, firm or company that contracts with the company to purchase goods or services. "Goods" means the products of any kind manufactured or sold by Cliff-Top Inc. "Services" means any work carried out by the Cliff-Top Inc.

**Scope:** These conditions shall apply to all agreements and contracts for the sale of Goods or Services by Cliff- Top™ to Distributor to the exclusion of all other terms and conditions, including terms or conditions that the distributor may purport to apply under any purchase order, confirmation order, or similar documents. All orders for Goods or Services shall be deemed an offer by the distributor to purchase Goods or Services according to these conditions. Acceptance of delivery of the Goods or Services shall be deemed conclusive evidence of the distributor's acceptance of these conditions. Any variation to these conditions (including any special terms or conditions agreed between the parties) shall be inapplicable unless agreed in writing by a manager of Cliff-Top Inc. If the information given by the Distributor to Cliff-Top Inc. differs from that on which the quotation was based and involves the alteration of the quotation, Cliff-Top™ may increase the price quoted therein to cover any increase in cost that the alteration may incur and amend the delivery date.

**Quotations:** Quoted prices are valid for thirty (30) days. Prices apply only if the quantity ordered hereunder is released for shipment within twelve (12) months (or longer if mutually agreed to in writing) from the date of Cliff- Top's receipt of the distributor's order. Otherwise, Cliff-Top's standard price in effect at the time of release shall apply to quantity shipped, and distributor shall pay the price difference if any, and Cliff-Top Inc. has the right to terminate this agreement.

**Quantity:** Cliff-Top Inc. reserves the right, regardless of any agreed-upon delivery schedule, to produce the entire quantity of the distributor's firm order at one time, and the distributor will be obligated to pay for the whole order quantity produced. Distributor agrees that Cliff-Top Inc. may ship an aggregate quantity that varies (more or less) by not more than 2% of the aggregate quantity specified in distributor's firm order ("Permitted Variation") in satisfaction of its obligations hereunder. The contract price will be rotatably adjusted for the number of goods shipped within the Permitted Variation.

Delivery: For Ex-work Deliveries shall be. Risk of loss shall pass to distributor upon exported from the factory. Or FOB Deliveries with Cliff-Top's loading dock. Cliff-Top Inc. is responsible for loading onto the collecting vehicle unless otherwise specified herein. Risk of loss shall pass to Distributor upon Cliff-Top's tender of the Goods to the initial carrier. If the Goods are to be exported from Taiwan, the Goods will be cleared for export, but the Goods will not be cleared for import at the named port of destination, and the distributor will be responsible for all formalities, duties, taxes and other charges upon importation. In the absence of specific shipping instructions from the Distributor, Cliff-Top Inc. reserves the right to ship in any way Cliff-Top Inc. deems expedient without recourse for any additional transportation or handling costs incurred by the distributor. Cliff-Top Inc. reserves the right to make partial deliveries. Count discrepancies greater than this; must be substantiated by the distributor. In the event that Cliff-Top™ delivers goods to the customer, or uses a carrier to do so, thus customer must notify Cliff-Top Inc. within three (3) days of delivery of any damage, shortage, or loss. Cliff-Top Inc. shall not be liable for any loss or consequential loss arising from such damage or shortage. The carrier shall be deemed to be the distributor's agent.

Changes in Delivery Dates: If the shipment is delayed at the request of distributor or because of distributor's carrier's inability to receive the Goods, such Goods shall be stored at distributor's risk, and expense and Cliff-Top Inc. shall have the right to bill distributor the full contract price plus storage charges any time after that, and distributor shall pay such amounts within ten (10) days after the date of such invoice. The distributor may, at its discretion, change the delivery schedule up to a maximum of 2 times but always for delivery within 30 days of the original scheduled delivery date. In any event, the order must be shipped entirely within three months from date of the original order, unless otherwise agreed upon.

Contact Price: Unless otherwise specified herein, the contract price is stated in U.S. Dollars and does not include any charge for import clearance or transportation. Any sales, use, excise, property, duty and other taxes applicable to this transaction and the Goods and Services furnished hereunder are not included in the contract price, therefore. They shall be paid by the distributor when due. If Cliff-Top Inc. pays any such amounts, the distributor shall reimburse Cliff-Top Inc. therefore upon demand.

Changes in Price: The contract price will be adjusted to reflect any actual increase in Cliff-Top™'s costs of obtaining the Goods that are due to incomplete specifications being provided by distributor or changes made by distributor in drawings or specifications or distributor's requested modifications to the terms contained herein.

Confidentiality: Distributor shall not use or disclose, nor permit any other person to use or disclose, any data, specifications, any proprietary machining techniques or additional information about the Goods or Services furnished to Distributor by Cliff-Top Inc. hereunder, in the course of Cliff-Top™'s performance or according to any request by the distributor for a proposal or quotation from Cliff-Top Inc. Distributor agrees that until the Goods to be furnished hereunder have been delivered and for a period listed in Order Confirmation.

### Product Liability and Warranty:

1. One year manufacturer's warranty from the date of purchase (with purchase invoice)
2. Repair or replacement of the product does not extend the warranty period.
3. The warranty does not cover:
  - Incorrect installation or inconsistent with the installation instructions.
  - Products or parts that have experienced water infiltration, dust, fire action, chemicals or installation in the wrong location.
4. The Company is not liable for any damage to motorcycle components by incorrect or misused product installations.

Detective for RETURNS: The distributor should provide a list of defective goods before return to Cliff-Top Inc. For simple repair jobs, Cliff-Top Inc. will supply parts for repair jobs done by the distributor. For return goods back to Cliff-Top Inc., Distributor response to the freight cost from your side to Taiwan. Cliff-Top Inc. responses to the freight from Taiwan to abroad included handling the import declaration. Furthermore, the repaired goods can ship together with coming next order, so on.

### Typical Deals:

Distributor for sales of Cliff-Top™ will do the marketing and promotion disclosing all information to Cliff-Top Inc.; included built up a FaceBook or other channels. Therefore, distributors need to monitor the open market price as Cliff-Top Inc. accepts. Besides, Cliff-Top Inc. accepts payment terms as wire transfer (TT) for 30% when the order is placed, and the balance shall be paid before shipment.

Assignment: This agreement and the rights and obligations of the distributor hereunder shall not be assignable by the distributor, either by an act of distributor or by operation of law, without the prior written consent of Cliff-Top Inc.

Distributors may NOT sell any Cliff-Top™ products to other countries.

Distributor may NOT alter any Cliff-Top™ products, names or packaging without written permission from Cliff-Top Inc.

DO NOT claim that the Cliff-Top™ is an exclusive product of your own or manufactured by anyone else than Cliff-Top Inc.

Distributors are NOT to list their products under the MRP (Minimum Resale Price) without written permission from Cliff-Top Inc. You may run specials with free mount packages.

Distributor can purchase one sample, per model, at 30% off suggested retails. Express costs from Taiwan will be responsible by Cliff-Top Inc.

Distributor can request and use stock photos and other information or copy them from [www.cliff-top.co](http://www.cliff-top.co)