

## SHOCKER HITCH® AUTHORIZED RESELLER APPLICATION

You may also complete this application online at [shockerhitch.com/dealers/become-a-dealer/](http://shockerhitch.com/dealers/become-a-dealer/)

Otherwise, please complete this application and submit it with the signed Authorized Reseller Agreement by email to [service@shockerhitch.com](mailto:service@shockerhitch.com) or by mail to Shocker Hitch, LLC, Attn: Reseller Program, 2801 3<sup>rd</sup> Ave SW, Jamestown, ND 58401.

Legal Business Name \_\_\_\_\_ DBA/ Store Business Name \_\_\_\_\_

Business Type (Check all that apply):  LLC  Proprietorship  Corporation  Partnership

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip \_\_\_\_\_

Primary Phone \_\_\_\_\_ Website \_\_\_\_\_

Tax ID (FEIN) \_\_\_\_\_ (Used only to validate your application) Sales Tax Number \_\_\_\_\_

### Contacts:

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Job Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Job Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Job Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### Sales Channels:

Brick & Mortar  Website  Amazon  eBay  Walmart  Google Shopping  Other \_\_\_\_\_

Note: Authorized Resellers are not allowed to sell Shocker Hitch products on marketplaces or digitally advertise Shocker Hitch IP

### About your Business

Do you intend to sell Shocker Hitch products online?  Yes  No

Do you intend to install Shocker Hitch products?  Yes  No

Would you like your company included on the Dealer Locator page?  Yes  No

Where will you buy from?  Direct from Shocker Hitch  Authorized Distributor:

Provide Distributor Name: \_\_\_\_\_

Interested In? (Check all that apply)

Receivers  Gooseneck  5<sup>th</sup> Wheel  Tongue Mount  WD Hitch  Other

### Authorized Signer

Full Name \_\_\_\_\_

Title \_\_\_\_\_

Email \_\_\_\_\_

# AUTHORIZED RESELLER PROGRAM

## MAP & IP POLICY

EFFECTIVE AS OF FEBRUARY 17, 2026

### **Applicability and Scope**

This Authorized Reseller Program and Minimum Advertised Price / Intellectual Property Policy (this “Policy”) applies to all resellers of Shocker Hitch® products (each, a “Reseller”), whether such Reseller purchases products directly from Shocker Hitch or through a Shocker Hitch–authorized distributor (an “Authorized Distributor”).

An “Authorized Reseller” means a dealer, retailer, or commercial entity that has been approved by Shocker Hitch to resell Shocker Hitch products and that remains in good standing under this Policy.

No Reseller may represent itself as an Authorized Reseller, or use Shocker Hitch trademarks in a commercial capacity, unless it is currently approved by Shocker Hitch and in full compliance with this Policy.

### **1. Introduction.**

Shocker Hitch is a leading provider of value-added towing products. We recognize that our success is tied to the success of our Authorized Resellers, who invest significant time and resources to deliver exceptional service and product expertise.

To protect that commitment and to maintain the integrity and value of the Shocker Hitch brand Shocker Hitch has established this Policy.

This Policy is a unilateral statement of Shocker Hitch’s rules regarding pricing and brand use. It is not a contract or agreement between Shocker Hitch and any Reseller, nor does it require acceptance. Compliance, however, is a condition of being and remaining an Authorized Reseller.

Shocker Hitch may modify, suspend, or terminate this Policy at any time in its sole discretion. The current version will be posted at shockerhitch.com and/or communicated in writing.

### **2. MAP Policy Statement.**

Shocker Hitch, in its sole discretion, may cancel orders, suspend shipments, restrict supply, revoke discounts, or terminate business relationships with any Reseller that advertises a Shocker Hitch product below its established Minimum Advertised Price (“MAP”).

This Policy applies to all forms of public advertising and promotion, including but not limited to websites, digital and print ads, broadcast media, email campaigns, search engines, and social or display advertising.

**Canada:** For Canadian sales, MAP is calculated as 1.6 × the U.S. MAP unless otherwise specified by Shocker Hitch in writing.

### **3. MAP Guidelines.**

**3.1 MAP Reference.** Current MAP for Shocker Hitch products is listed on the official Shocker Hitch price list.

**3.2 Price Display.** Resellers are not required to advertise a price. If a price is shown in any advertisement, it must be at or above the current MAP.

**3.3 Prohibited Price-Implication Wording.** Resellers may not use wording that implies a lower or negotiable price, including but not limited to: “Call for Best Price,” “Lowest Price,” “We Beat Any Price,” “Name Your Price,” or similar phrases.

**3.4 “Call for Price” / “Request a Quote.”** “Call for Price” or “Request a Quote” is allowed only if no numeric price appears anywhere in the advertisement and the language does not imply “below MAP.”

**3.5 Advertising Scope.** This Policy applies to all public advertising, including but not limited to print media, broadcast media, paid search, display ads, email campaigns, social posts that include pricing, websites, blogs, and third-party listings.

**3.6 Reseller Pricing Freedom.** Resellers may set actual selling prices at any level, provided the advertised price remains at or above MAP.

**3.7 Promotions and Exceptions.** Shocker Hitch may authorize temporary MAP exceptions for approved promotions in writing, including duration and affected products. Upon expiration, MAP immediately returns to standard levels.

**3.8 Responsibility for Third Parties.** Resellers are responsible for ensuring affiliates, marketing partners, and third-party listings comply with this Policy. Compliance cannot be delegated or disclaimed.

#### **4. Intellectual Property Policy (IP).**

“Shocker Hitch Intellectual Property” (“IP”) includes, without limitation, Shocker Hitch trademarks, trade dress, copyrights, images, text, slogans, video, graphics, logos, designs, marketing materials, and other brand assets used to describe or market Shocker Hitch products. If Shocker Hitch authorizes a Reseller to use Shocker Hitch IP, the IP must not be altered from the original provided and must not be used in combination with non-authorized material to market Shocker Hitch products.

##### **4.1 Trademarks (Partial List).**

- Shocker Hitch®
- Shocker Air Hitch®
- Gooseneck Surge®
- Shift Lock®
- Shocker Hitch Equalizer®
- Quick Air®
- Trail Force®
- Shocker Impact™
- Shocker Streamline™
- Mini Shocker™
- Shocker HD™

**4.2 Permitted Uses (When in Good Standing).** Resellers may use Shocker Hitch IP for non-paid, informational, and product-description use on the Reseller’s own approved website and in offline materials such as catalogs, mailers, retail stores, and trade shows, consistent with this Policy.

**4.3 Prohibited Uses.** Unless expressly authorized in writing by Shocker Hitch, Resellers may not use Shocker Hitch IP for (a) paid online advertising that bids on Shocker Hitch trademarks as keywords, (b) online display advertising, or (c) use on social network advertising platforms. Shocker Hitch IP may be used in non-paid (organic) social posts.

**4.4 Marketplaces / Third-Party Shops.** Shocker Hitch products may not be sold on online marketplaces or third-party shop platforms unless expressly authorized in writing by Shocker Hitch, including but not limited to Amazon, eBay, Walmart Marketplace, or similar platforms, and including third-party “shop” features on social platforms such as Facebook, Instagram or similar.

**4.5 Brand Assets.** Shocker Hitch may provide authorized images and text upon request for approved uses by Resellers in good standing. Authorized assets may not be redistributed without prior written consent from Shocker Hitch.

**4.6 IP Enforcement.** Unauthorized use of Shocker Hitch IP is a material violation of this Policy and may result in loss of discounts, refusal to supply product, and/or legal action.

#### **5. Pricing Statements and Promotions.**

**5.1 Optional Price Display.** Resellers may omit pricing entirely. Any ad that includes a price must comply with MAP.

**5.2 Prohibited Language.** Examples include (or similar): “Call for Best Price,” “Call for Deal,” “Lowest Price Guaranteed,” “We Beat Any Price,” “Name Your Price.”

**5.3 Permitted Non-Price Language.** Generic phrases such as “Great Value” or “Premium Quality” are permitted if they do not imply “below MAP.”

**5.4 Non-Price Promotions.** Free shipping, loyalty points, or financing offers do not violate MAP if the advertised price remains at or above MAP.

**5.5 Price Matching.** Price-matching may exist internally but cannot justify advertising below MAP. All advertised prices must remain at or above MAP.

#### **6. Failure to Comply / Enforcement.**

Shocker Hitch reserves the right, in its sole discretion, to enforce this MAP & IP Policy. Enforcement decisions are final and not subject to appeal or negotiation.

**6.1 General Authority.** Shocker Hitch may cancel orders, suspend shipments, revoke discounts, restrict supply, restrict access to new products, place accounts on hold, or terminate the reseller relationship for non-compliance.

**6.2 Distributor Responsibility.** Authorized Distributors must ensure downstream dealers have acknowledged this Policy and are otherwise authorized by Shocker Hitch. Selling to unauthorized resellers or any reseller in violation of this Policy is prohibited and may result in enforcement action.

**6.3 Corrective Timeline (Cure Period).** Shocker Hitch may provide notice of a violation and may request that the Reseller remove or stop, or cause to be removed or stopped, the violation within the time period specified in such notice. Unless otherwise stated in writing, the cure period is 24 hours from notice.

**6.4 Consequences of Violating this Policy (Violation Escalation Schedule).**

One or more of the following will occur following verification by Shocker Hitch, to its satisfaction, that a Reseller has violated this Policy. If, in the view of Shocker Hitch, the nature or severity of a violation is sufficient, the consequence for a Second or Third Violation may be applied at any time:

<b>Violation</b>	<b>Consequences</b>
First Violation	Shocker Hitch will provide notice of the First Violation and may request that the Reseller remove or stop, or cause to be removed or stopped, the violation within the time period specified in such notice. Regardless of whether any action is taken, a violation has accrued.
Second Violation	Effective as of the date specified in notice from Shocker Hitch and continuing for the next ninety (90) days, the authorization of such Reseller to purchase any or all Shocker Hitch Products will be immediately revoked by Shocker Hitch, so that all pending orders (even if accepted) will be cancelled, and no new orders will be accepted during the revocation period.
Third Violation	Effective as of the date specified in notice from Shocker Hitch and continuing until Shocker Hitch provides notice otherwise (if ever), the authorization of such Reseller to purchase any or all Shocker Hitch Products designated by Shocker Hitch will be immediately revoked by Shocker Hitch, so that all pending orders (even if accepted) will be cancelled and no new orders will be accepted for any or all designated products.

**6.5 Buyback / Repurchase of Inventory.** If so notified by Shocker Hitch after a violation of this Policy, the Reseller will be deemed to have sold to Shocker Hitch or its designee(s) all or any part of the Reseller’s inventory of Shocker Hitch Products (free of all liens, claims, and encumbrances) identified by Shocker Hitch or such designee(s) at the price the Reseller paid or is due for such inventory, less a restocking charge of fifteen percent (15%).

The Reseller will pay freight and all related charges to ship such inventory (if and as directed by Shocker Hitch). The Reseller will make such inventory available promptly upon request for inspection, repurchase, and shipment. At Shocker Hitch’s option, the Reseller may be compensated by credit to the Reseller’s account in the amount paid or owed (net of any applicable restocking charges).

**6.6 Treatment of Violations.** If a Reseller fails to remove or stop, or cause to be removed or stopped, a violation within the time period specified in Shocker Hitch’s notice, such failure will be treated as a subsequent violation of this Policy.

Each violation of this Policy is cumulative. Except as otherwise provided in this Policy, the consequences of each violation can take effect regardless of whether the consequences for preceding violation(s) are still running. The same act(s) or failure(s) to act may result in multiple violations.

**6.7 Do-Not-Sell List (Distributor-Enforced).** This Policy may be enforced through a Do-Not-Sell List maintained by Shocker Hitch and/or provided to Authorized Distributors. Resellers placed on the Do-Not-Sell List may not purchase Shocker Hitch Products from Shocker Hitch or any Authorized Distributor. Authorized Distributors must refuse sale to any account on the Do-Not-Sell List until Shocker Hitch provides written notice removing the Reseller from such list.

**6.8 Unauthorized Resellers.** Any reseller selling Shocker Hitch products without acknowledging this Policy (and without being approved by Shocker Hitch) is unauthorized. Authorized Distributors must not supply unauthorized resellers under any circumstances.

### **MAP & IP Policy Confirmation Acknowledgment**

This Shocker Hitch MAP & IP Policy Confirmation Acknowledgment is between Shocker Hitch, LLC, and the undersigned Authorized Reseller. By signing below or by submitting acknowledgment through an online form the Authorized Reseller acknowledges receipt, review, and understanding of this Policy. This acknowledgment does not constitute a bilateral agreement. Compliance is a unilateral condition of maintaining Authorized Reseller status and eligibility to purchase or advertise Shocker Hitch products. Shocker Hitch may modify or terminate this Policy at any time. Updates will be communicated in writing and/or posted at shockerhitch.com.

**Authorized Reseller Information:**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Website / Store URL \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Date** \_\_\_\_\_