



North American Dealer Terms and Conditions

I. General Terms:

A. Any order accepted by Ankole Sporting Goods, LLC or any of its subsidiaries (hereinafter called "Ankole") shall be deemed to incorporate these terms and conditions. No variation or modification of, or substitution for these terms and conditions (even if included in, or referred to in, the document placing the order) shall be binding on Ankole, unless specifically accepted by Ankole in writing.

II. What to expect from Ankole:

III. Upon successful application as an Authorized Dealer, you can expect the following benefits from Ankole:

- 1. Regular dealer e-mail communication**
- 2. Listing of your company on our web site as a dealer**
- 3. Access to dealer section of our web site**
- 4. Preview of upcoming products**
- 5. Free Product Training and support**
- 6. Downloadable Artwork**

IV. What Ankole expects of Dealers:

A. *Ankole requires the following from all Registered Dealers:*

- 1. Proof that your company is a licensed organization dealing with motorcycle parts and accessories**
- 2. All Registered Dealers are to have a store front or a website (both are preferred), business e-mail address, and license to sell motorcycle products**
- 3. All Registered Dealers agree not to publish anything less than manufacturer's suggested retail price (MSRP) on the web or in literature**

B. *Ankole expects the following from all Registered Dealers:*

- 1. Minimum purchases shall be 50 helmets per year**
- 2. Regular advertising of products to customers**
- 3. Display of products in showroom/on web site**

V. Power Source: Helmets containing the IPS™ (Integrated Power System) come with a wall charger rated for US power output. Adapters and notification to customers of needed adapters for Mexico and the Caribbean is the responsibility of the Dealer.

VI. Advertising: When advertising Ankole products, the advertising price cannot be less than the manufacturer's suggested retail price in \$USD. The Ankole helmet line cannot be auctioned off in any way that allows bidding of any type.

VII. Use of Ankole's licensed trademarked logos: The use of the Akuma & IPS trademarked logos can only be used to advertise

the respective products of Ankole. Any other use of these or any other trademarked logos of Ankole is strictly prohibited.

VIII. Territory: As a North American Dealer of Ankole products, you are only authorized to sell Ankole products in North America, the Caribbean and Mexico.

IX. Termination: Either party can be released from this agreement with 60 days prior notice. Termination of this agreement can take place if any of the terms are violated.

X. Resolution Dispute: Good faith effort will be used to resolve any dispute. By accepting these terms, it is agreed that any legal action will be resolved under Nevada state law.

XI. Payment Terms: The standard payment term is immediate payment upon receiving a Purchase Order or phone order to the on file credit card. Special arrangements can be made for "Net 30" terms, after the first year as a Dealer. There is a 2% discount if payment is received within 10 days of the invoice date. All payments are to be made via wire transfer, company check, or credit card.

XII. Delivery:

A. Delivery will be made to the location specified on the order form and the dealer shall be responsible for all Shipping & Handling costs.

B. Any period or dates quoted for delivery are to be regarded as approximate only and Ankole accepts no liability for any loss, injury damage or expenses consequent upon any delay in delivery of

goods. Delay due to circumstances not reasonably within the control of Ankole shall not entitle the customer to cancel any order or to refuse to accept delivery. The risk in the goods shall pass to the customer upon delivery.

XIII. Return Policy:

A. If there is a return due to a manufacturing defect, then IHT will credit the Dealer for the defective helmet. Any damages due to misuse, abuse, or that have been tampered with in any way will not be credited. The helmet or other merchandise will need to be returned to Ankole with postage paid by Dealer, unless other arrangements are made. If damage is indeed a warranty item, Ankole will credit the Dealer's account for the invoice price paid for the merchandise, including return shipping costs. This will be up to the discretion of Ankole staff.

B. Drop Ship Returns: Ankole is willing to provide Direct to Customer Drop Ship Service for a \$10.00 fee. Any helmet or other merchandise returned by the Drop Shipped Customer will be returned at the customer's expense and inspected by Ankole for damage (see XIII. A.), before a credit can be issued. If Ankole shipped the helmet or merchandise as indicated on the Purchase Order or non-disputed (within 24hours) phone order Invoice, then the Dealer will be responsible to pay for all shipping and handling costs associated with the second shipment. No re-stocking fees will be charged.

C. The warranty for the helmets is one year from the original date of customer purchase. This covers any malfunction with the IPS™ (integrated power system) and/or the components of the helmets. This does not cover personal damage of any kind. Returns without a customer receipt may not be honored.

XIV. Liability:

A. If the IPS™, EPS liner, or structure of the helmet is tampered with in any way, Ankole will not be held liable for any harm, injury or death that may result. Tampering with the IPS™ can lead to fire, shock or electrocution.

B. All motorcycle helmets from Ankole are made to DOT certifications and are therefore street legal in the US.

XV. Exemptions:

A. Any exception to the above guidelines must be requested in writing to Ankole. Exceptions to the above rules will be approved and sent in an official letter and handled on a case by case basis. Any violation of the above mentioned guidelines is grounds for immediate termination as a Dealer of Ankole products. These terms are subject to change without notice at the discretion of Ankole.

B. If there are any questions about Ankoles's policies please feel free to contact us at info@akumahelmets.com or 1-855 (GO-AKUMA or 1-855=462-5862).