

# SALES AND PRICING POLICY

**DISCUSSION:** CE has two CATEGORIES of resellers defined by the market they service.

**CATEGORY 1** resellers are brick and mortar off road fabrication stores. Off road stores without fabrication and on site beadlock installation capability are not accepted. Category 1 resellers must offer all Coyote products for sale in the store and on its website.

**CATEGORY 2** resellers are fish and tackle stores. Category 2 stores may sell only Coyote automatic tire deflators and chosen accessories. They are not obligated to sell Coyote beadlocks.

**PRICING STRUCTURE:** Manufacturer Suggested Resale Price (**MSRP**) is used to calculate the **MAP** price and all quantity discounts. CE uses a quantity, discount-based pricing structure versus a dealer buy-in level-based discount structure.

The discount is 40% to 55% off of MSRP. The CE price list is sent to approved CE Account Applicant after acceptance by CE.

**RESELLER WEBSITE:** Upon CE Account Application approval, the reseller agrees to put all CE products except the CE Air Channels on its website within 30 days. Most Coyoteents.com site pages are available to the reseller upon request from CE.

**MINIMUM ADVERTISED PRICE (MAP):** CE vigorously enforces its **MAP** policy. Violation will result in CE terminating the reseller with fifteen (15) days of notification for lack of compliance with MAP if the violation is not corrected. See [Minimum Advertised Price Policy](#).

**MINIMUM ORDERS:** Although the CE reseller determines the quantity it buys, of various CE products, CE does not accept orders totaling less than \$15, not including shipping.

**SHIPPING:** All orders are shipped FOB Costa Mesa, California, 92627. CE resellers pay all shipping costs, regardless of method. That includes, but is not limited to USPS and UPS. CE accommodates shipping against the reseller's UPS account. Fed EX is not accommodated.

**DROP SHIP ORDERS:** With the exception of the CE patented air channel (see below), all CE product reseller drop ship orders will be charged \$5.00, in addition to product and shipping costs. Further, to accommodate all orders drop shipped by CE, into California, California resale tax must be collected. That means that California resale tax must be collected by CE or the reseller must have a valid California resale permit and collect the California sales tax. CE will bill the CE reseller for the California sale tax in addition to all other costs. See [California Sales Tax Policy](#). If the CE reseller has a California resale permit, a copy must be on file with CE.

**RETURNS AND RESTOCKING CHARGES:** If a product is purchased and returned for any reason, in perfect, original, unflawed, resalable, packaged condition, a \$20 restocking fee will be charged. Otherwise, returns are not allowed. The CE reseller pays return shipping. Call first for a Return Material Authorization (hereinafter, **RMA**) number. Returns without an RMA number will not be accepted and returned to the sender at sender's expense. Restocking returns are not accepted after 30 days for any reason. Also, see **REFUNDS** below.

**EXCHANGES:** An RMA number is required under all circumstances. If a part number shipping mistake is made by CE, the parts will be exchanged at no cost to the CE reseller. CE pays both pick-up and return shipping.

If a part number ordering mistake is made by a CE reseller and returned in perfect, original, unflawed, resalable, packaged condition, within 30 days of purchase. The parts will be exchanged and a price difference credit or debit issued. The CE reseller pays shipping both ways for its part number ordering mistake.

**REFUNDS:** Full or partial refunds will be made subject to the **RETURNS AND RESTOCKING CHARGES** and **EXCHANGES** paragraphs above. A partial refund is defined as a refund on a portion of one purchase order.

**California Sales Tax:** All CE resellers must abide by California tax laws as defined in the [CE California Sales Tax policy](#).

**COYOTE ENTERPRISE PATENTED AIR CHANNEL:** Due to the proprietary and liability nature of the CE Air Channel, CE resellers are not allowed to advertise or stock Air Channels. However, the CE reseller is allowed to discuss for sale, and list the Air Channel for sale on its website and CE will accept qualified end user orders for drop ship at no additional charge.

**WARRANTY:** The CE warranty applies to manufacturing and material defects only. They are part specific as explained below. The warranties cover the original purchaser, with proof of original purchase, under normal use. The warranties do not apply to abused, misused, mis-installed or parts used for other than their intended purpose.

The five-year CE **BEADLOCK** warranty does not apply to mis-drilled rims, beadlock install or uninstall damage and/or other direct, indirect and/or all incidental personal injuries including but not limited to injury, blindness and death. Always wear protective gloves and ANSI approved safety glasses. Always completely deflate both the tire and beadlock inner tube before working on a beadlock for any reason. Not doing so risks the potential of exploding either or both the tire and/or the CE beadlock potentially causing injury, blindness, death or all of the above.

CE beadlock **INNER TUBES** are warranted for one year against manufacturing and material defects. Pinched or mis-installed inner tubes are excluded from the inner tube warranty.

The **DEFLATOR** lifetime warranty does not apply to misuse, abuse, use for unintended purposes, direct, indirect or all incidental personal injuries including but not limited to injury, blindness and/or death. Always wear protective gloves and ANSI approved safety glasses when working on or adjusting Coyote deflators. Never adjust a Legacy Coyote deflator on a pressurized tire or other pressurized vessel. Adjusting a Legacy Coyote deflator on a pressurized tire or vessel can potentially launch parts into your or other's eyes and/or other parts of the body causing injury, blindness, death or all of the above. Follow the CE setting instruction on the CE site.

All other CE products are warranted for five years, for the original purchaser, under normal use, with proof of original purchase.

At the discretion of CE, any warranted product may be repaired, replaced or refunded without further CE obligation. All potential warranted parts must show evidence of date of original purchase and be issued a CE RMA number, and returned to CE, at the customer's expense, for warranty evaluation. If replacement is approved, CE pays for return shipping to the customer.