CUSTOMER SERVICE

- Phone: 951-826-4000 or 800-858-3333, Fax: 951-826-4001, Email: orders@knfilters.com.
- Orders may be placed electronically at KNFILTERS.COM/B2B. Order status and reporting is also available.
- All questions regarding these terms and conditions can be submitted to POLICY@KNFILTERS.COM.

DEFINITIONS

- For purposes of this Policy: “Products” means products that are made available by K&N for sale to an Authorized Dealer and the product carries any brand or trademark that is claimed by K&N, including but not limited to K&N, AEM Induction, Spectre Performance, and AIRAID; “Authorized Dealer” means a distributor, dealer, or other reseller authorized by K&N to resell Products, whether the Authorized Dealer purchases product directly from K&N or from a third party; “K&N Intellectual Property” means any or all of the patents, trademarks, service marks, trade names, commercial symbols, designs, specifications, copyrights, images, part numbers, data, data bases, marketing information, trade secrets and confidential information in which K&N or its designees claim rights; “K&N Notice” means notice to an Authorized Dealer from K&N in written or electronic form or made available on a K&N-designated website; “K&N Policy” means collectively the then-current versions of this document and other announcements, policies, and product information issued in writing or made available electronically by K&N to an Authorized Dealer; “Do-Not-Sell List” means K&N Notice which indicates that the designation of an Authorized Dealer has been revoked with respect to all of the Products to one or more businesses, organizations, or addresses.

RESERVATION OF RIGHTS

- K&N reserves the right to amend, interpret, revise or withdraw K&N Policy in whole or part at any time without prior notice. K&N Policy supersedes (or, if so indicated, supplement) all prior policies, agreements, and statements by K&N on the subject of such policy, both oral and written. Except as otherwise expressly provided in the K&N Policy, each modification of the K&N Policy will be effective immediately. K&N’s interpretation of K&N Policy will control.
- K&N may change prices at any time and without prior notice. Quoted prices may include discounts intended to promote Customer marketing, advertising, merchandising, promotion, sales, customer service, distribution, inventory, training, data configuration, warranty processing, and related functions associated with resale of K&N Product. K&N reserves the right to reduce or eliminate these discounts at any time.
- K&N reserves all rights to restrict the use of K&N Intellectual Property.
- K&N reserves the right, without prior notice, to make changes in materials, specifications, product design, part numbers, packaging, and labeling without incurring any obligation to any customer for any previously offered or sold Product. At any time and without prior notice, any or all Products may change, in which case, K&N or Authorized Dealers may without liability or penalty cancel all pending orders (even if accepted) for such Products and refuse to accept any new orders for such Products.
- K&N unilaterally determines which Products to offer to a specific Authorized Dealer, and may change Product availability authorizations at any time without notice, including the cancellation of any unshipped orders, regardless of whether K&N has accepted a purchase order.
- K&N reserves the right to withdraw Authorized Dealer status, cancel orders, or to cease doing business with any customer or party at any time with or without cause, including without limitation failure to comply with K&N Policy. K&N will monitor compliance with the K&N Policy. Authorized Dealer status, purchase rights, and any other aspects of the business relationship may be revoked unilaterally by K&N at any time with or without cause.
K&N AUTHORIZED DEALERS

- K&N unilaterally designates each Authorized Dealer of Products. Authorized Dealers are required to promote the use of Products and K&N brands, effectively respond to requests from customers, accept customer warranty returns, represent Products in a positive and professional manner, advertise in a responsible manner, use K&N Intellectual Property only as authorized, and comply with K&N Policy.
- K&N Intellectual Property may only be used by Authorized Dealers as authorized by K&N. K&N Intellectual Property may only be used to advertise, promote, and sell K&N Products. Any other use of K&N Intellectual Property must be specifically authorized by K&N in writing.
- K&N Intellectual Property may only be used on the Internet by specific Authorized Internet Dealers, and other Authorized Dealers are prohibited from using K&N Intellectual Property on the Internet. K&N Policy requires that any Authorized Dealer comply with any notices from K&N to discontinue the use of Intellectual Property on the Internet.
- Each K&N Authorized Dealer is required to advise the resellers it serves of applicable K&N Policy.

DISTRIBUTION RESTRICTIONS

- Authorized Dealers shall not directly or indirectly sell, distribute, transfer, mail, market, ship, export, transport, or otherwise deliver any Products to any person, business, organization, or destination located outside the United States, Canada or Mexico, and shall not sell or transfer Products to any party that intends to directly or indirectly ship such Products outside the United States, Canada or Mexico. Exceptions to these export restrictions must be approved in writing by a K&N Vice President.
- Authorized Dealers are prohibited from shipping California Restricted Products to destinations in California, whether for wholesale or retail sales. Air intake systems are regulated by the California Air Resource Board (CARB). Intake systems that have not been issued a CARB Executive Order (EO) exemption are considered California Restricted Products and are not intended for sale or use in California, except for closed-course competition, which precludes use upon the street or highway. This prohibition is to avoid the possibility that an Authorized Dealer may make or contribute to a sale in California that violates state law.
- K&N will maintain a Do-Not-Sell List of companies, organizations, and addresses that have had their Authorized Dealer status revoked by K&N. K&N Policy requires Authorized Dealers to refrain from knowingly selling or distributing Products to all organizations and addresses listed on the Do-Not-Sell List. Upon receipt of a new Do-Not-Sell List, all Authorized Dealers are required to cease accepting any new orders from a company on the Do-Not-Sell List.

RESTRICTIONS ON INTERNET SALES AND ELECTRONIC COMMERCE

- No Authorized Dealer, Third-Party Reseller or their affiliates shall advertise, sell or offer for sale any Products by means of the Internet, including websites, mobile applications and third party marketplaces (collectively “E-Commerce”), without the express written consent of K&N, or its authorized representative, through an E-Commerce Authorization.
- No Authorized Dealer or its affiliates shall sell Products to another individual or company (“Third Party Reseller”) for the purposes of advertising, selling or offering for sale any Products by means of the Internet, including websites, mobile applications and third party marketplaces unless the Third-Party Reseller has first obtained from K&N, or its authorized representative, an E-Commerce Authorization.
- For purposes of clarification, the intent of the above two paragraphs is to preclude all individuals or businesses from advertising, selling or offering for sale any Products by means of the Internet unless the individual or business has the express written consent of K&N, or its authorized representative, in the form of an “E-Commerce Authorization. This includes direct customers of K&N and third party resellers who acquire Products from another business.
For purposes of these restrictions, third party marketplaces include, but are not limited to Amazon, eBay, Google Shopping, Sears, Newegg, Walmart, etc.

E-Commerce Authorization can be requested via e-mail at POLICY@KNFILTERS.COM.

MINIMUM ADVERTISED PRICES

- Some Products are subject to a Minimum Advertised Price (MAP). Questions regarding MAP should be submitted to pricing@knfilters.com. K&N Policy requires all Authorized Dealers to comply with MAP.
- K&N Policy does not determine, control, or influence the price at which dealers sell Products. It does not establish maximum advertised prices or require specific prices to be advertised. MAP does not apply to the actual price that a Product is sold in a retail location, over the telephone, or in a response to a consumer inquiry. MAP does not apply to price tags or signs located within a physical retail store. Authorized Dealers are entirely free to set their own prices for Products.
- K&N establishes a MAP price for each part number, although for some products the MAP price is zero. MAP prices are published by part number via pricing data notifications and are available to all direct customers as well as Authorized Dealers that purchase from a distributor. MAP applies to all forms of public consumer advertising including but not limited to television, radio, print advertising, catalogs, letters, coupons, internet advertising, email solicitations, websites, or online auctions. Promotions that result in an advertised price below MAP are not allowed unless the specific Authorized Dealer promotion is approved by a K&N Sales Director or K&N Vice President in writing.
- All consumer or public advertisement of K&N branded products must not result in a net price that is below MAP. Net price is defined as the price less the value of any advertised discounts or instant rebates. Free shipping or installation may be included at the MAP price. Advertisements must not indicate that a price lower than MAP is available. It is a violation of K&N Policy if the lowest price displayed to the consumer is shown with a strikethrough or obliteration, or with text indicating that a lower price is available. Internet advertisements or auctions that do not show an actual un-obliterated price must not allow the consumer to click to see the price unless the price shown is at or above MAP. If the consumer must add the item to a shopping cart to see the advertised price, then the price shown must be at or above MAP.
- Questions regarding MAP should be submitted in writing to pricing@knfilters.com.

POLICY VIOLATIONS

- It is the responsibility of each Authorized Dealer to monitor K&N Policy and product information, and review all aspects of their business practices to ensure compliance with K&N Policy.
- In the event that K&N determines that a dealer has violated K&N Policy, then a K&N Notice will be sent to the dealer alerting them of the K&N Policy violation. If the dealer does not take appropriate action to remedy the violation within a reasonable period of time defined by K&N, then K&N will remove all marketing discounts for a period of 90 days for the specific Products found to be in violation.
- If violations are repeated then K&N will cease selling the Products found to be in violation to the Authorized Dealer. K&N may also revoke buying privileges for groups of products or entire product lines. If K&N Policy violations are widespread then K&N will remove all marketing discounts for all Products or will revoke Authorized Dealer status and cease doing business with the customer.

PRODUCT LINE AVAILABILITY

- Some K&N product lines, brands, or Products may not be available to all customers. K&N approves the availability and pricing of each product line based on an assessment of overall business needs and may restrict product lines unilaterally. By way of example, cataloged motorcycle and powersports Products are generally available only to Authorized Dealers that are qualified powersports distributors with an established track record of selling motorcycle or powersports parts and accessories.
• Requests to purchase additional product lines will only be accepted in writing in coordination with your K&N account manager. K&N may unilaterally revoke buying privileges for certain product lines without notice.

FREIGHT AND HANDLING CHARGES
• K&N will pay ground freight on catalog product orders of $2,000 or more in combined product shipped to a USA destination. Product lines and brands can be combined on a single order, but freight minimums require a single order to a single location. Freight for orders below these amounts will be shipped with freight prepaid & billed to the customer on the billing invoice. Freight on backorders will be paid by K&N to the USA destination if the initial order value qualified for free freight. K&N reserves the right to select mode and routing of shipments and select appropriate transportation companies.
• Expedited delivery options including next day delivery are available at an additional cost to the customer. UPS and FEDEX 3rd party billing to the Customer’s UPS or FEDEX account are also available.
• K&N will add a $3 handling charge to each order of less than $250 regardless of shipping destination.
• Back orders can be shipped upon availability or cancelled after the initial shipment as specified by K&N.

TRANSFER OF TITLE AND PAYMENT TERMS
• Each order is subject to acceptance by K&N and all accepted orders are FOB shipping point, with title to the goods transferred at the time they leave K&N’s facility unless otherwise agreed upon in writing by K&N.
• Invoices are due and payable 10 days after invoice issuance. Invoices are delinquent if not paid by the due date. If any invoice for any customer becomes delinquent in any manner, or K&N deems itself at risk, then K&N has the right to do any or all of the following: (1) cancel or hold any or all pending orders from such customer; (2) place such customer on credit hold; and (3) upon written notice to such customer, accelerate the due date of any or all outstanding invoices. K&N has the right to refuse to release orders until the customer account has been brought back to a condition satisfactory to K&N.
• K&N reserves the right to impose a late charge of 1% per month (12% annually) on all past-due invoices. In the event any account goes to collection, K&N has the right to recover its costs and attorneys fees, and has the right to charge back or reverse any or all freight or trade discounts applied to each invoice that has gone to collection.
• K&N is not responsible for visible damage or missing boxes unless such customer properly receives and documents such damage or missing boxes in accordance with the American Trucking Association/National Motor Freight Classification Rules for USA destinations, or 46 USC 1303(6) for ground/ocean freight, or Article 26 of the Warsaw Convention 49 Stat 3020 for air freight. Acceptance of delivery shall be understood to be without exception if no notice of deviation in count is made to K&N within 30 days of delivery to the K&N shipping destination. Concealed damage is waived unless reported to K&N within 30 days of delivery to the K&N shipping destination.
• Shortages, overages, and missing containers or boxes listed on the packing slip or bill of lading must be reported immediately by such customer to K&N Customer Service. Shortages and damages will be claimed
against the freight company for prepaid shipments, but such customer must file a claim with the carrier for problems with any collect shipment.

MERCHANDISE RETURNS AND STOCK ADJUSTMENTS

- A return authorization number must be obtained from K&N prior to returning any goods. Returned merchandise must be shipped prepaid to K&N. Failure to follow these procedures will result in the return shipment being refused.

- Inventory stock adjustments are accepted between January 1 and February 28 of each year. Stock adjustments are limited to no more than 5% of previous year’s purchases, must have a return authorization number, and must have a two-for-one offsetting order. Returns above these limits may be considered by K&N on a case by case basis, but these returns may be refused or subject to repackaging and handling charges of 15%. Discontinued goods are not eligible for return credit more than 90 days past the date that K&N discontinues such goods. All returns will be a credit to the account of K&N’s customer only.