

THE CARAGGIO NETWORK

A DIVISION OF CARAGGIO AUTOSPORTS LLC

555 Fee Fee Rd. • Maryland Heights, MO 63043 • (800) 546-6180 • sales@caraggio.com

TERMS AND CONDITIONS OF SALE

DEALER & WHOLESALE ACCOUNT AGREEMENT

Effective Date: January 1, 2025 • Version 3.0

IMPORTANT LEGAL NOTICE: PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCESSING, USING, OR PLACING ANY ORDER THROUGH THE CARAGGIO NETWORK. BY CHECKING THE ACCEPTANCE BOX, CLICKING "I AGREE," SUBMITTING A PURCHASE ORDER, OR OTHERWISE USING THE CARAGGIO NETWORK WEBSITE, PORTAL, OR SERVICES IN ANY MANNER, YOU ("DEALER" OR "BUYER") ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE ALL USE OF THE CARAGGIO NETWORK PLATFORM AND SERVICES. ONCE YOUR ACCOUNT IS OPEN, YOU ARE FULLY AND UNCONDITIONALLY BOUND BY THIS AGREEMENT IN ITS ENTIRETY.

MANDATORY ELECTRONIC ACCEPTANCE — CLICKWRAP AGREEMENT

By checking the box below and/or clicking 'I AGREE TO THE CARAGGIO NETWORK TERMS AND CONDITIONS,' the Dealer acknowledges and agrees that:

<input type="checkbox"/>	<p>I/We have read, understood, and agree to be legally bound by the Caraggio Network Terms and Conditions of Sale, Dealer & Wholesale Account Agreement, Return Policy, and all incorporated policies, in their entirety.</p> <p>Dealer Name / Company: _____ Date: _____</p> <p>Authorized Signatory (Print): _____ Title: _____</p>
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This electronic acceptance constitutes a legally binding signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq., and the Missouri Uniform Electronic Transactions Act, RSMo § 432.200 et seq. Dealer acknowledges that this Agreement is enforceable to the same extent as a manually signed written contract.

SECTION 1. DEFINITIONS AND PARTIES

For purposes of this Agreement, the following terms shall have the meanings set forth below:

"Company" or "Caraggio Network": Caraggio Autosports LLC, a Missouri limited liability company, d/b/a The Caraggio Network, located at 555 Fee Fee Rd., Maryland Heights, MO 63043.

"Dealer" or "Buyer": Any corporation, limited liability company, partnership, sole proprietorship, or other legal entity that has been authorized by the Company to purchase Products through the Caraggio Network platform, including all of such entity's employees, agents, representatives, and authorized users.

"Products": All automotive parts, performance components, accessories, special order items, and related merchandise offered for sale by the Company through the Website, B2B portal, or direct purchase orders.

"Website" or "Platform": The Caraggio Network website accessible at CaraggioNetwork.com, B2B.CaraggioNetwork.com, and all associated subdomains, portals, and digital interfaces.

"Special Order": Any item designated, labeled, or communicated by the Company as a Special Order, including items not regularly stocked that must be sourced specifically for the Dealer's purchase.

"Confidential Information": All pricing data, invoice amounts, wholesale costs, discount structures, product availability, financial terms, dealer-specific data, and any non-public business information accessible through the Platform or communicated by Company personnel.

"Business Day": Any Monday through Friday, excluding federally recognized U.S. holidays and days on which Caraggio Network offices are officially closed.

"RMA": Return Merchandise Authorization — the required written authorization number that must be obtained from and issued by the Company prior to any product return shipment.

"MAP Policy": The Minimum Advertised Price policy established by a manufacturer or brand, compliance with which is required of all Dealers as a condition of account access.

"Personal Guarantee": A written agreement by an individual with ownership or control of the Dealer entity to be personally liable for all outstanding obligations of the Dealer to the Company.

SECTION 2. ACCEPTANCE, ACKNOWLEDGEMENT, AND AGREEMENT TO BE BOUND

2.1 Binding Effect of Clickwrap Acceptance

ACCESS TO, USE OF, OR PLACEMENT OF ANY ORDER THROUGH THE CARAGGIO NETWORK CONSTITUTES DEALER'S FULL AND UNCONDITIONAL ACCEPTANCE OF THESE TERMS AND CONDITIONS. The Company reserves the right to modify, amend, or update these Terms and Conditions at any time. The most current version shall be posted on the Website. Dealer's continued use of the Platform following any posted modification constitutes acceptance of the revised Terms.

2.2 Authority to Bind

By accepting these Terms, the individual doing so represents and warrants that they have full legal authority to bind the Dealer entity and all persons acting on its behalf to these Terms and Conditions. The Company is not responsible for unauthorized use of Dealer accounts.

2.3 B2B Sophistication Acknowledgment

DEALER EXPRESSLY ACKNOWLEDGES AND AGREES THAT: (A) DEALER IS A SOPHISTICATED COMMERCIAL BUSINESS ENTITY, NOT A RETAIL CONSUMER; (B) DEALER HAS HAD A FULL AND FAIR OPPORTUNITY TO REVIEW THESE TERMS AND TO SEEK INDEPENDENT LEGAL COUNSEL PRIOR TO ACCEPTANCE; (C) THESE TERMS REPRESENT A NEGOTIATED ARMS-LENGTH COMMERCIAL AGREEMENT; AND (D) DEALER WAIVES ALL CLAIMS OF UNCONSCIONABILITY WITH RESPECT TO ANY TERM, LIMITATION, DISCLAIMER, OR WAIVER CONTAINED HEREIN.

2.4 Dealer Representation: Purchase for Legitimate Business Resale Purposes Only

BY CREATING AND MAINTAINING A DEALER ACCOUNT WITH CARAGGIO NETWORK, DEALER EXPRESSLY REPRESENTS, WARRANTS, AND COVENANTS THAT: (A) ALL PRODUCTS PURCHASED THROUGH THE CARAGGIO NETWORK PLATFORM ARE PURCHASED SOLELY FOR LEGITIMATE BUSINESS RESALE TO END CONSUMERS IN THE ORDINARY COURSE OF DEALER'S COMMERCIAL BUSINESS, AND NOT FOR DEALER'S OWN PERSONAL USE, PERSONAL VEHICLE USE, INTERNAL OPERATIONAL CONSUMPTION, OR ANY OTHER NON-COMMERCIAL PURPOSE; (B) DEALER IS OPERATING A BONA FIDE COMMERCIAL BUSINESS ENGAGED IN THE RETAIL OR SERVICE SALE OF AUTOMOTIVE PARTS AND ACCESSORIES AT THE TIME OF EACH PURCHASE; (C) DEALER HOLDS ALL REQUIRED BUSINESS LICENSES, RESALE CERTIFICATES, AND TAX REGISTRATIONS APPLICABLE TO ITS JURISDICTION AND BUSINESS TYPE; AND (D) DEALER WILL PROMPTLY NOTIFY CARAGGIO NETWORK IF ITS BUSINESS STATUS CHANGES IN ANY WAY THAT WOULD RENDER ANY OF THE FOREGOING REPRESENTATIONS INACCURATE. ANY DEALER WHO PURCHASES PRODUCTS THROUGH THE CARAGGIO NETWORK PLATFORM FOR PERSONAL USE, WHO MISREPRESENTS THEIR COMMERCIAL STATUS, OR WHO USES THEIR WHOLESALE DEALER ACCOUNT TO CIRCUMVENT RETAIL PRICING FOR NON-COMMERCIAL PURPOSES IS IN MATERIAL BREACH OF THIS AGREEMENT AND SUBJECT TO IMMEDIATE ACCOUNT TERMINATION, FORFEITURE OF ALL WHOLESALE PRICING BENEFITS RECEIVED, AND CIVIL LIABILITY FOR ANY TAX, REGULATORY, OR FINANCIAL HARM CAUSED TO CARAGGIO NETWORK AS A RESULT OF THE MISREPRESENTATION.

2.3 Caraggio Network Expressly Rejects Dealer's Conflicting or Additional Terms

Each Caraggio Network product listing, price quotation, and order confirmation constitutes an offer by Caraggio Network to sell on these Terms and Conditions exclusively. Caraggio Network expressly rejects and refuses to be bound by any term or condition contained in any Dealer purchase order, order form, acknowledgment, acceptance, counter-offer, or other communication from Dealer that is additional to, different from, or inconsistent with these Terms and Conditions, including without limitation any payment terms, return terms, warranty terms, limitation of liability provisions, or dispute resolution provisions contained in any Dealer-generated document. The fact that Caraggio Network accepts payment, fulfills an order, or otherwise acts in accordance with a Dealer's purchase order shall not constitute acceptance of any conflicting or additional terms in that purchase order. These Terms and Conditions shall govern all transactions between Caraggio Network and Dealer in their entirety, to the exclusion of all other terms and conditions, unless Caraggio Network has expressly agreed in a separately signed written instrument to specific modifications. This provision is intended to resolve any battle-of-the-forms dispute in Caraggio Network's favor and to make clear that Dealer's acceptance of Caraggio Network's products or services constitutes acceptance of these Terms and Conditions in full.

SECTION 3. ACCOUNT ACCESS, AUTHORIZED USERS, AND CONFIDENTIALITY

3.1 Account Registration and Access

Access to the Caraggio Network Members Portal is a privilege granted at the Company's sole and absolute discretion. All access credentials, passwords, and login information are issued for the exclusive use of the authorized Dealer account. The Company reserves the right to suspend, restrict, or terminate any account at any time, with or without notice, for any violation of these Terms.

3.1a One Account Per Legal Entity — Prohibition on Duplicate Accounts

EACH DISTINCT LEGAL ENTITY — DEFINED AS A SEPARATELY REGISTERED BUSINESS ENTITY WITH ITS OWN FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN) OR EQUIVALENT TAX IDENTIFIER — IS PERMITTED TO MAINTAIN ONLY ONE (1) ACTIVE CARAGGIO NETWORK DEALER ACCOUNT PER LICENSED LOCATION. THIS MEANS: (A) A SINGLE LEGAL ENTITY OPERATING A SINGLE RETAIL LOCATION OR DIGITAL STOREFRONT MAY HAVE ONLY ONE (1) ACTIVE DEALER ACCOUNT FOR THAT LOCATION; (B) A SINGLE LEGAL ENTITY OPERATING MULTIPLE RETAIL LOCATIONS MUST ENROLL EACH LOCATION SEPARATELY UNDER ITS OWN INDIVIDUAL DEALER ACCOUNT AS REQUIRED BY SECTION 4.6.6, BUT MAY NOT CREATE MORE THAN ONE (1) ACCOUNT FOR THE SAME LOCATION; AND (C) NO PERSON, INDIVIDUAL, OR ENTITY MAY CREATE OR MAINTAIN MULTIPLE DEALER ACCOUNTS

FOR THE PURPOSE OF CIRCUMVENTING ORDER QUANTITY LIMITS, CONCEALING RETURN RATE HISTORY, OBTAINING MULTIPLE NEW-ACCOUNT INCENTIVES, OR FOR ANY OTHER UNAUTHORIZED PURPOSE. FOR CLARITY: THIS ONE-ACCOUNT-PER-LOCATION RULE DOES NOT PROHIBIT A MULTI-LOCATION DEALER FROM MAINTAINING MULTIPLE ACCOUNTS — ONE PER LICENSED LOCATION — AS EXPRESSLY AUTHORIZED AND REQUIRED BY SECTION 4.6.6. THE PROHIBITION IS ON DUPLICATE ACCOUNTS FOR THE SAME LOCATION, NOT ON LEGITIMATE MULTI-LOCATION ENROLLMENT. ANY DEALER FOUND TO HAVE CREATED DUPLICATE ACCOUNTS FOR THE SAME LOCATION, OR WHO HAS USED MULTIPLE ACCOUNTS TO CIRCUMVENT ANY CARAGGIO NETWORK POLICY, IS SUBJECT TO: (I) IMMEDIATE TERMINATION OF ALL ASSOCIATED ACCOUNTS WITHOUT REFUND; (II) FORFEITURE OF ALL PENDING ORDERS AND ACCOUNT CREDITS ACROSS ALL AFFECTED ACCOUNTS; AND (III) CIVIL LIABILITY FOR ANY FINANCIAL HARM CAUSED TO CARAGGIO NETWORK BY THE POLICY CIRCUMVENTION.

3.2 Confidentiality of Platform Information

ALL PRICING, INVOICE DATA, WHOLESALE COSTS, DISCOUNT STRUCTURES, PRODUCT AVAILABILITY INFORMATION, AND ANY OTHER INFORMATION ACCESSIBLE THROUGH THE CARAGGIO NETWORK PLATFORM CONSTITUTES PROPRIETARY CONFIDENTIAL INFORMATION OF THE COMPANY. DEALER AGREES TO MAINTAIN STRICT CONFIDENTIALITY OF ALL SUCH INFORMATION AND SHALL NOT DISCLOSE, SHARE, DISTRIBUTE, PUBLISH, POST, OR TRANSMIT SUCH INFORMATION TO ANY THIRD PARTY BY ANY MEANS WHATSOEVER, INCLUDING BUT NOT LIMITED TO EMAIL, SOCIAL MEDIA, TEXT MESSAGE, SCREENSHOT, SCREEN RECORDING, OR ORAL DISCLOSURE.

3.2a Internal Dissemination of Confidential Information — Need-to-Know Basis

Dealer may share Caraggio Network's Confidential Information only with Dealer's own employees, officers, or directors who have a genuine operational need to know that specific information in order to conduct Dealer's authorized purchasing activity through the Caraggio Network platform. Dealer shall not disclose any Confidential Information to: (a) independent contractors, vendors, agents, or consultants of Dealer, unless Caraggio Network has provided express prior written consent and the recipient is bound by confidentiality obligations at least as protective as those in this Agreement; (b) any competitor of Caraggio Network, any other distributor or wholesaler, or any supplier or manufacturer through which Dealer also purchases products; (c) any customer or end user of Dealer; or (d) any other person or entity not expressly authorized under this Section. Dealer is responsible for ensuring that all employees and authorized personnel with access to Confidential Information are aware of and comply with the confidentiality obligations in Sections 3.2 through 3.4. Any disclosure by Dealer's employee or authorized personnel in violation of this Agreement shall be attributed to Dealer and constitute a material breach triggering the remedies set forth in Section 3.4.

3.3 Prohibited Information Sharing

The following actions constitute material violations of this Agreement and will result in immediate account termination, reduction or revocation of all discount privileges, and civil legal action:

- Sharing login credentials with any person outside the Dealer's organization
- Forwarding, redistributing, or sharing any Caraggio Network newsletter, pricing communication, or promotional materials outside the Dealer organization
- Transmitting screenshots, photographs, or screen recordings of Platform content to any third party
- Providing copies of invoices, purchase orders, or pricing data to any person outside the Dealer organization
- Posting, publishing, or disclosing any Caraggio Network Confidential Information on any public platform, social media channel, forum, or website

3.4 Consequences of Confidentiality Breach

Any Dealer found to have violated this Section shall be subject to: (a) immediate account suspension or permanent termination at the Company's sole discretion; (b) revocation of all discount levels and

reclassification to full retail pricing retroactive to the date of the breach; (c) a liquidated damages penalty of no less than Five Thousand Dollars (\$5,000.00) per incident, which the parties agree represents a reasonable estimate of harm and not a penalty; and (d) civil legal action for all additional damages, including injunctive relief, compensatory damages, lost profits, and attorney's fees.

3.5 Password Security Requirements and Account Termination for Compromised Credentials

DEALER'S PORTAL LOGIN CREDENTIALS — INCLUDING USERNAME AND PASSWORD — ARE FOR THE SOLE AND EXCLUSIVE USE OF DEALER'S AUTHORIZED ACCOUNT USERS AS DESIGNATED UNDER SECTION 3.1. DEALER IS SOLELY RESPONSIBLE FOR MAINTAINING THE SECURITY, CONFIDENTIALITY, AND INTEGRITY OF ALL PORTAL LOGIN CREDENTIALS AT ALL TIMES. DEALER MUST: (A) USE A PASSWORD THAT MEETS CARAGGIO NETWORK'S MINIMUM SECURITY REQUIREMENTS AS ESTABLISHED AND UPDATED FROM TIME TO TIME; (B) CHANGE PASSWORDS REGULARLY AND IMMEDIATELY UPON ANY SUSPECTED OR CONFIRMED COMPROMISE; (C) NEVER SHARE, DISCLOSE, OR ALLOW UNAUTHORIZED PARTIES TO USE ANY PORTAL LOGIN CREDENTIALS; AND (D) IMMEDIATELY NOTIFY CARAGGIO NETWORK AT SECURITY@CARAGGIO.COM UPON DISCOVERY OF ANY UNAUTHORIZED ACCESS TO OR USE OF DEALER'S ACCOUNT. THE USE OF ANY TOOL, SCRIPT, SOFTWARE, OR MECHANISM DESIGNED TO COMPROMISE ACCOUNT SECURITY — INCLUDING BUT NOT LIMITED TO PASSWORD-CRACKING SOFTWARE, BRUTE-FORCE TOOLS, SESSION HIJACKING TECHNIQUES, OR UNAUTHORIZED AUTOMATED LOGIN ATTEMPTS — IS STRICTLY PROHIBITED AND CONSTITUTES A VIOLATION OF THE COMPUTER FRAUD AND ABUSE ACT (18 U.S.C. § 1030) AND A MATERIAL BREACH OF THIS AGREEMENT. CARAGGIO NETWORK RESERVES THE RIGHT TO: (I) REQUIRE A MANDATORY PASSWORD RESET AT ANY TIME IF IT SUSPECTS ACCOUNT SECURITY HAS BEEN COMPROMISED; (II) TEMPORARILY SUSPEND ACCOUNT ACCESS PENDING RESOLUTION OF ANY SECURITY INCIDENT; AND (III) PERMANENTLY TERMINATE ANY ACCOUNT WHERE CREDENTIALS HAVE BEEN SHARED WITH UNAUTHORIZED PARTIES OR WHERE PROHIBITED SECURITY-COMPROMISE TOOLS HAVE BEEN USED, WITHOUT REFUND OF ANY FEES OR CREDITS.

Caraggio Network will not be liable for any loss, damage, or unauthorized order resulting from Dealer's failure to maintain the security of its login credentials. All activity that occurs under Dealer's account — whether authorized or unauthorized — is Dealer's sole legal and financial responsibility until Caraggio Network receives written notice at security@caraggio.com of a confirmed credential compromise and has had a reasonable opportunity to suspend the affected credentials.

SECTION 4. PURCHASE ORDERS, ORDER ACCEPTANCE, AND CANCELLATION

4.1 Purchase Order Requirements

All purchase orders must be submitted in writing via the Caraggio Network online ordering portal, by email, or by fax using the correct part numbers. Verbal purchase orders will not be accepted unless confirmed in writing by an authorized Company representative within twenty-four (24) hours of verbal placement.

4.1a Dealer Self-Service Ordering Responsibility — Dealer Portal Control and Accountability

In order for Caraggio Network to maintain the exceptionally competitive wholesale pricing, extensive brand portfolio, and high-volume distribution capabilities that it provides to its Dealer accounts, the Caraggio Network Dealer Portal is structured as a fully self-service ordering platform. The responsibility for entering, reviewing, confirming, and managing all orders placed through the Caraggio Network Dealer Portal rests entirely and exclusively with the Dealer. This responsibility may only be exercised by the following authorized individuals within the Dealer's organization:

- The Dealer's owner or principal officer;
- The Dealer's designated parts manager;

- A member of the Dealer’s sales team who has been granted portal access by the Dealer; or
- Any other individual expressly authorized in writing by the Dealer’s owner or principal officer to place orders on behalf of the Dealer organization.

CARAGGIO NETWORK DOES NOT ACCEPT ORDERS BY PHONE CALL, VOICEMAIL, TEXT MESSAGE, OR SOCIAL MEDIA MESSAGE AS A PRIMARY METHOD OF ORDER PLACEMENT. THE CARAGGIO NETWORK SALES DEPARTMENT IS NOT RESPONSIBLE FOR, AND WILL NOT BE HELD LIABLE FOR, THE ENTRY, ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY ORDER THAT IS NOT ENTERED DIRECTLY BY AN AUTHORIZED DEALER REPRESENTATIVE THROUGH THE DEALER PORTAL OR IN WRITING. THE DEALER PORTAL IS PROVIDED AS A DEDICATED, SECURE, SELF-SERVICE ORDERING ENVIRONMENT SPECIFICALLY SO THAT EACH DEALER MAINTAINS COMPLETE AND EXCLUSIVE CONTROL OVER THEIR OWN ORDER HISTORY, ORDER STATUS, AND ACCOUNT ACTIVITY. THIS STRUCTURE IS A MATERIAL TERM OF THE COMMERCIAL RELATIONSHIP AND A DIRECT CONDITION OF THE PREFERENTIAL PRICING AND ACCESS PROVIDED BY CARAGGIO NETWORK TO ITS AUTHORIZED DEALERS.

4.1b Dealer’s Full Responsibility for Order Accuracy and Completeness

Dealer assumes sole and complete responsibility for the accuracy, correctness, and completeness of every order submitted through the Caraggio Network Dealer Portal or in any other written format. This responsibility includes, without limitation:

- Selecting the correct part number, SKU, fitment, size, color, and configuration for each item ordered;
- Verifying the correct quantity for each line item prior to submission;
- Confirming the correct shipping address, ship-to designation, and drop-ship instructions on every order;
- Reviewing and verifying the full order summary prior to final submission and confirming that all items, quantities, and delivery instructions are correct;
- Monitoring order status, shipment tracking, and delivery confirmation through the Dealer Portal in a timely manner; and
- Promptly reporting any discrepancy, missed order, missing shipment, or order error within the applicable reporting windows established in this Agreement.

CARAGGIO NETWORK SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY ORDER ENTERED INCORRECTLY, ENTERED IN THE WRONG QUANTITY, ENTERED WITH THE WRONG PART NUMBER OR SPECIFICATION, ENTERED TO AN INCORRECT SHIPPING ADDRESS, MISSED, OVERLOOKED, OR OTHERWISE IMPROPERLY SUBMITTED AS A RESULT OF ANY ACT OR OMISSION BY DEALER OR ANY AUTHORIZED USER OF DEALER’S ACCOUNT. CARAGGIO NETWORK IS NOT RESPONSIBLE FOR MISSED ORDERS, DUPLICATE ORDERS, INCOMPLETE ORDERS, OR ORDERS THAT WERE NEVER ENTERED INTO THE SYSTEM — INCLUDING THOSE ARISING FROM HIGH ORDER VOLUME, STAFFING ISSUES, COMMUNICATION FAILURES, TECHNICAL ERRORS ON THE DEALER’S END, OR ANY OTHER CAUSE WITHIN DEALER’S CONTROL. DEALER’S DEALER PORTAL IS EXCLUSIVELY UNDER DEALER’S CONTROL, AND ALL ACTIVITY — AND ALL INACTIVITY — WITHIN THAT PORTAL IS DEALER’S SOLE RESPONSIBILITY.

4.1c No Liability for Missed, Uncommunicated, or Verbally Requested Orders

Caraggio Network operates at high daily order volumes across a large and diverse dealer network. To ensure that no order is missed, delayed, or incorrectly processed due to communication failures or human error, the Caraggio Network Dealer Portal serves as the single authoritative, time-stamped, and binding record of all orders between the parties. The following are not valid methods of order placement and will not create any obligation on the part of Caraggio Network to fulfill a requested order:

- Verbal requests made by phone, in person, or through any audio or video communication that are not subsequently confirmed in writing within twenty-four (24) hours;
- Voicemail messages left with any Caraggio Network employee, sales representative, or department;

- Text messages, SMS communications, or instant messages sent to any Caraggio Network personnel;
- Social media direct messages or posts directed at any Caraggio Network account or personnel; or
- Any other informal or non-portal communication that has not been entered as a confirmed written purchase order through an authorized channel.

Caraggio Network sales personnel are available to assist Dealers with product identification, fitment questions, availability inquiries, and account support. However, sales personnel are expressly not authorized to enter, submit, modify, or confirm orders on behalf of Dealer through the Dealer Portal or by any other means, and any representation by a Caraggio Network employee that they have done so does not create a binding order or any obligation on the part of the Company to fulfill such an order. Dealer acknowledges and accepts that this self-service structure is a direct benefit to Dealer — ensuring Dealer’s complete visibility, accuracy, and control over its own ordering activity — and that it is a fundamental condition of the pricing and access provided under this Agreement. Caraggio Network shall have no liability for any lost sale, missed opportunity, customer dissatisfaction, or business loss suffered by Dealer as a result of an order that was not properly entered into the Dealer Portal by Dealer’s own authorized personnel.

4.2 Order Acceptance Disclaimer

RECEIPT OF AN ORDER CONFIRMATION, ORDER NUMBER, OR ORDER ACKNOWLEDGMENT EMAIL FROM CARAGGIO NETWORK DOES NOT CONSTITUTE ACCEPTANCE OF AN ORDER OR A BINDING CONTRACT TO SELL. THE COMPANY EXPRESSLY RESERVES THE RIGHT TO ACCEPT, REJECT, MODIFY, OR CANCEL ANY ORDER, IN WHOLE OR IN PART, FOR ANY REASON OR NO REASON, AT ANY TIME PRIOR TO SHIPMENT, INCLUDING BUT NOT LIMITED TO: PRICING ERRORS, PRODUCT UNAVAILABILITY, CREDIT ISSUES, COMPLIANCE FLAGS, SUSPICIOUS ORDER PATTERNS, OR BUSINESS JUDGMENT. NO CONTRACT FOR SALE IS FORMED UNTIL THE PRODUCT PHYSICALLY LEAVES THE CARAGGIO NETWORK DISTRIBUTION FACILITY.

4.2a Caraggio Network’s Right to Reject Any Order — No Explanation Required

Caraggio Network is free to reject any order submitted by any Dealer at any time, in its sole and absolute discretion, without providing any reason or explanation. The display of a product on the Caraggio Network platform at a stated price does not obligate Caraggio Network to accept any order for that product, even if submitted before a price change or before a product is removed from the platform. Caraggio Network’s right to reject an order is independent of and in addition to its rights under Sections 4.3, 4.4, and 5.2 of this Agreement.

4.2b Caraggio Network’s Offers and Quotations May Only Be Accepted in Full

All product listings, price quotations, promotional offers, and order confirmations issued by Caraggio Network are offers that may only be accepted in full, on these Terms and Conditions, without modification, addition, or condition. Any purported acceptance of a Caraggio Network offer that contains different or additional terms, modified quantities, altered payment conditions, or any other variation from the original offer shall not constitute a valid acceptance and shall instead be treated as a counter-offer that Caraggio Network is under no obligation to accept. No contract is formed on any terms other than those expressly stated in Caraggio Network’s offer or order confirmation. Dealer’s submission of a purchase order in response to a Caraggio Network offer or product listing constitutes Dealer’s unconditional acceptance of these Terms and Conditions in their entirety.

4.3 Non-Special Order Cancellation Policy

For standard (non-Special Order) items, Dealer may request cancellation within thirty (30) minutes of order placement using the online self-service portal for the highest probability of successful cancellation. After thirty (30) minutes, cancellation is not guaranteed as orders may already be in processing. If the

order has already been pulled, packed, or tendered to a carrier, cancellation will not be accepted and the Dealer must receive and return the item under the Return Policy. No hidden cancellation fees apply to successfully cancelled standard orders. A cancellation is not finalized until confirmed in writing by the Company.

4.3a Post-Order Confirmation Stock Unavailability — Process, Notification, and Sole Remedy

IN THE EVENT THAT A PRODUCT IS CONFIRMED BY ORDER ACKNOWLEDGMENT BUT IS SUBSEQUENTLY DISCOVERED TO BE UNAVAILABLE, OUT OF STOCK, DISCONTINUED, OR OTHERWISE UNABLE TO BE FULFILLED PRIOR TO SHIPMENT, CARAGGIO NETWORK WILL NOTIFY DEALER IN WRITING WITHIN THREE (3) BUSINESS DAYS OF DISCOVERING THE UNAVAILABILITY. UPON SUCH NOTIFICATION, CARAGGIO NETWORK'S SOLE AND EXCLUSIVE OBLIGATION SHALL BE TO: (A) ISSUE A FULL REFUND OF ANY PAYMENT RECEIVED FOR THE UNAVAILABLE ITEM VIA THE ORIGINAL PAYMENT METHOD WITHIN TEN (10) BUSINESS DAYS OF THE NOTIFICATION DATE; OR (B) AT CARAGGIO NETWORK'S SOLE ELECTION, OFFER DEALER THE OPTION TO SUBSTITUTE AN EQUIVALENT OR SUPERIOR PRODUCT AT THE SAME OR ADJUSTED PRICE, WHICH DEALER MAY ACCEPT OR DECLINE. CARAGGIO NETWORK SHALL HAVE NO FURTHER LIABILITY TO DEALER FOR ANY UNAVAILABILITY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, MISSED SALES OPPORTUNITIES, CONSEQUENTIAL DAMAGES, CUSTOMER DISSATISFACTION, OR ANY OTHER HARM ARISING FROM THE INABILITY TO FULFILL A CONFIRMED ORDER. AN ORDER CONFIRMATION, ORDER NUMBER, OR INVOICE DOES NOT GUARANTEE PRODUCT AVAILABILITY OR CONSTITUTE A BINDING COMMITMENT TO SHIP. NO ITEMS ARE CONSIDERED RESERVED UNTIL THEY HAVE PHYSICALLY DEPARTED THE CARAGGIO NETWORK DISTRIBUTION FACILITY.

4.4 Special Order Policy — Special Orders, Made-to-Order, and Built-to-Spec Items Are NON-CANCELLABLE AND NON-RETURNABLE

ANY ITEM DESIGNATED BY CARAGGIO NETWORK AS A "SPECIAL ORDER," "MADE-TO-ORDER" ("MTO"), OR "BUILT-TO-SPEC" ("BTS") CANNOT BE CANCELLED FOR ANY REASON AT ANY TIME AFTER THE ORDER IS PLACED AND CONFIRMED, AND CANNOT BE RETURNED, EXCHANGED, OR REFUNDED UNDER ANY CIRCUMSTANCES WHATSOEVER. THIS POLICY APPLIES EQUALLY TO ALL THREE CATEGORIES: SPECIAL ORDERS, MADE-TO-ORDER ITEMS, AND BUILT-TO-SPEC ITEMS. BY PLACING ANY SUCH ORDER, DEALER EXPRESSLY ACKNOWLEDGES AND IRREVOCABLY AGREES THAT: (A) THE SPECIAL ORDER / MTO / BTS DESIGNATION SUPERSEDES AND CONTROLS OVER ALL CONFLICTING GENERAL RETURN OR CANCELLATION TERMS IN THIS AGREEMENT; (B) DEALER IS UNCONDITIONALLY OBLIGATED TO ACCEPT AND PAY FOR THE ORDER IN FULL UPON COMPLETION, REGARDLESS OF CHANGED CIRCUMSTANCES; (C) IN THE EVENT OF ANY ATTEMPTED CANCELLATION AFTER ORDER PLACEMENT, DEALER SHALL BE ASSESSED A CANCELLATION FEE EQUAL TO ONE HUNDRED PERCENT (100%) OF THE FULL PURCHASE PRICE; AND (D) NO EXCEPTIONS WILL BE MADE REGARDLESS OF CIRCUMSTANCES, INCLUDING BUSINESS CLOSURE, END-CUSTOMER CANCELLATION, CHANGE OF PLANS, FINANCIAL HARDSHIP, OR ANY OTHER REASON.

4.4a Prohibition on Chargebacks and Payment Disputes — Special Orders and Made-to-Order Items

BY EXECUTING THIS AGREEMENT AND/OR PLACING ANY SPECIAL ORDER OR MADE-TO-ORDER ITEM WITH CARAGGIO NETWORK, DEALER IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS TO INITIATE, AUTHORIZE, ASSIST, OR ENCOURAGE ANY CHARGEBACK, PAYMENT REVERSAL, OR PAYMENT DISPUTE WITH ANY BANK, CREDIT CARD ISSUER, PAYMENT PROCESSOR, FINANCIAL INSTITUTION, OR OTHER THIRD-PARTY PAYMENT INTERMEDIARY WITH RESPECT TO ANY CHARGE ASSOCIATED WITH A SPECIAL ORDER OR MADE-TO-ORDER ITEM. THIS WAIVER IS ABSOLUTE AND APPLIES REGARDLESS OF CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO: DISSATISFACTION WITH DELIVERY TIMELINE; CHANGE IN BUSINESS CONDITIONS; CANCELLATION BY DEALER'S OWN CUSTOMER; BUSINESS CLOSURE; OR ANY OTHER REASON WHATSOEVER.

DEALER EXPRESSLY ACKNOWLEDGES AND AGREES THAT: (A) ALL CHARGES ASSOCIATED WITH SPECIAL ORDERS AND MADE-TO-ORDER ITEMS ARE LEGITIMATE, AUTHORIZED, AND CONTRACTUALLY OBLIGATED CHARGES UNDER THIS AGREEMENT; (B) DEALER HAS RECEIVED

ADEQUATE CONSIDERATION IN THE FORM OF CARAGGIO NETWORK'S COMMITMENT TO PROCURE, SOURCE, OR MANUFACTURE THE SPECIAL ORDER ITEM SPECIFICALLY FOR DEALER'S ACCOUNT; (C) THE INITIATION OF ANY CHARGEBACK OR PAYMENT DISPUTE AGAINST CARAGGIO NETWORK IN VIOLATION OF THIS SECTION CONSTITUTES FRAUD, BREACH OF CONTRACT, AND WRONGFUL INTERFERENCE WITH THE COMPANY'S BUSINESS RELATIONS; AND (D) CARAGGIO NETWORK SHALL BE ENTITLED TO RECOVER FROM DEALER ALL DISPUTED AMOUNTS, PLUS ALL CHARGEBACK FEES ASSESSED BY THE PAYMENT PROCESSOR, PLUS A CONTRACTUAL PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) PER INCIDENT, PLUS ALL ATTORNEY'S FEES AND COSTS INCURRED IN RECOVERING SUCH AMOUNTS.

In the event any bank, credit card issuer, or payment processor initiates a chargeback or payment reversal against Caraggio Network in connection with a Special Order or Made-to-Order item charge, Dealer agrees to immediately cooperate with Caraggio Network by providing all documentation, communications, and written statements necessary to dispute and reverse the chargeback. Dealer's failure to cooperate shall constitute an independent and additional breach of this Agreement entitling the Company to all remedies set forth herein, including immediate account termination and civil legal action. By executing this Agreement or placing any Special Order, Dealer acknowledges that this chargeback waiver is a material term of this Agreement and a fundamental inducement for Caraggio Network to accept and fulfill Special Orders.

4.4b Special Order Lead Times and Delivery Expectations

Dealer expressly acknowledges and agrees that Special Orders and Made-to-Order items are subject to extended lead times determined by the manufacturer's production schedule, raw material availability, import and customs processing, and other factors entirely outside the control of Caraggio Network. By placing any Special Order, Dealer unconditionally accepts all of the following terms governing lead times and delivery:

SPECIAL ORDERS AND MADE-TO-ORDER ITEMS CARRY AN ESTIMATED LEAD TIME OF SIX (6) WEEKS TO SIX (6) MONTHS FROM THE DATE OF ORDER PLACEMENT ("ESTIMATED LEAD TIME"). THIS RANGE IS AN ESTIMATE ONLY AND IS NOT A GUARANTEE. ACTUAL DELIVERY DATES MAY FALL OUTSIDE THIS RANGE DUE TO MANUFACTURER PRODUCTION DELAYS, RAW MATERIAL SHORTAGES, SHIPPING AND CUSTOMS DELAYS, FORCE MAJEURE EVENTS, OR OTHER CAUSES BEYOND CARAGGIO NETWORK'S REASONABLE CONTROL. CARAGGIO NETWORK SHALL NOT BE IN BREACH OF THIS AGREEMENT, AND DEALER SHALL HAVE NO RIGHT TO CANCEL THE ORDER, WITHHOLD PAYMENT, OR SEEK ANY FORM OF COMPENSATION OR REMEDY, SOLELY BECAUSE DELIVERY HAS NOT OCCURRED WITHIN THE ESTIMATED LEAD TIME.

Any lead time or estimated delivery date communicated by Caraggio Network, whether verbally, in writing, by email, or through the online platform, is provided as a good-faith estimate based on information available at the time of communication and does not constitute a contractual delivery commitment, guarantee, or warranty of any kind. Caraggio Network will use commercially reasonable efforts to communicate material changes to estimated lead times when such information is made available by the manufacturer or supplier. Dealer's sole remedy for any delay beyond the Estimated Lead Time shall be to request a written status update from Caraggio Network.

4.4c Dealer's End-Customer Risk — No Excuse Based on Customer Cancellation or Change of Plans

DEALER ACKNOWLEDGES THAT THE COMMERCIAL RELATIONSHIP BETWEEN DEALER AND DEALER'S END CUSTOMERS IS ENTIRELY SEPARATE FROM AND INDEPENDENT OF THE CONTRACTUAL RELATIONSHIP BETWEEN DEALER AND CARAGGIO NETWORK. THE CANCELLATION, DEFAULT, CHANGE OF PLANS, FINANCIAL INSOLVENCY, DISSATISFACTION, OR ANY OTHER ACT OR OMISSION OF DEALER'S END CUSTOMER WITH RESPECT TO ANY UNDERLYING TRANSACTION DOES NOT, UNDER ANY CIRCUMSTANCES, CONSTITUTE A VALID BASIS FOR DEALER TO CANCEL, MODIFY, DEFER PAYMENT ON, OR SEEK REFUND FOR ANY SPECIAL ORDER PLACED WITH CARAGGIO NETWORK. DEALER ASSUMES ALL RISK OF ITS END CUSTOMER'S CONDUCT, CREDITWORTHINESS, AND PERFORMANCE AS A CONDITION OF PLACING ANY SPECIAL ORDER.

It is Dealer's sole responsibility to: (a) confirm the end customer's firm commitment and financial ability to complete the underlying purchase before placing any Special Order with Caraggio Network; (b) collect sufficient non-refundable deposits from the end customer to cover the full cost of the Special Order and all associated fees; and (c) ensure the end customer is fully advised of and accepts all applicable lead times, non-cancellation terms, and non-return restrictions prior to placing the order. Caraggio Network expressly disclaims all responsibility for any financial loss, dispute, or liability incurred by Dealer as a result of Dealer's failure to adequately secure its end customer's commitment prior to placing a Special Order. Under no circumstances shall Dealer cite end-customer cancellation, refusal, or non-payment as justification for any claim against Caraggio Network or as a basis for initiating a chargeback or payment reversal.

4.4d Made-to-Order (MTO) and Built-to-Spec (BTS) Items — Heightened Restrictions and Definitions

For purposes of this Agreement, the following definitions apply and are binding on all parties: (i) "Special Order" means any product that Caraggio Network does not stock in its standard inventory and must source from a manufacturer, supplier, or distributor specifically at Dealer's request; (ii) "Made-to-Order" or "MTO" means any product that a manufacturer begins production of, fabricates, assembles, or otherwise creates only after receiving Dealer's order, including products manufactured in specific quantities, configurations, or materials at Dealer's direction; and (iii) "Built-to-Spec" or "BTS" means any product that is manufactured, fabricated, machined, coated, assembled, or customized to Dealer's or Dealer's end customer's specific dimensions, specifications, part numbers, color codes, finishes, materials, tolerances, or other custom parameters. All three categories are governed identically by Section 4.4 and its sub-sections and are subject to the same absolute non-cancellation and non-return policy.

MADE-TO-ORDER AND BUILT-TO-SPEC ITEMS ARE SUBJECT TO HEIGHTENED RESTRICTIONS BEYOND STANDARD SPECIAL ORDERS BECAUSE PRODUCTION BEGINS IMMEDIATELY UPON ORDER CONFIRMATION AND CANNOT BE HALTED ONCE MANUFACTURING HAS COMMENCED. ACCORDINGLY: (A) NO CANCELLATION IS PERMITTED AT ANY STAGE OF PRODUCTION, INCLUDING BEFORE MATERIALS ARE SOURCED, DURING FABRICATION, OR AFTER COMPLETION — THE ORDER IS FINAL THE MOMENT IT IS CONFIRMED BY CARAGGIO NETWORK; (B) NO REFUND, CREDIT, PARTIAL CREDIT, STORE CREDIT, OR ANY OTHER FORM OF COMPENSATION WILL BE ISSUED FOR ANY MTO OR BTS ORDER UNDER ANY CIRCUMSTANCES, INCLUDING MANUFACTURER DELAYS, PRODUCTION ERRORS THAT FALL WITHIN INDUSTRY TOLERANCES, CHANGES IN DEALER'S BUSINESS NEEDS, OR END-CUSTOMER CANCELLATION; (C) IF A MANUFACTURER PRODUCES AN MTO OR BTS ITEM THAT DEVIATES FROM DEALER'S SPECIFICATIONS BY AN AMOUNT WITHIN THE MANUFACTURER'S STATED PRODUCTION TOLERANCES, DEALER IS OBLIGATED TO ACCEPT AND PAY FOR THE ITEM IN FULL AND MUST PURSUE ANY REMEDY DIRECTLY AGAINST THE MANUFACTURER UNDER THE APPLICABLE MANUFACTURER WARRANTY; (D) ANY DEPOSIT OR PARTIAL PAYMENT MADE AT THE TIME OF MTO OR BTS ORDER PLACEMENT IS NON-REFUNDABLE REGARDLESS OF ORDER STATUS; AND (E) DEALER WARRANTS THAT IT HAS VERIFIED ALL SPECIFICATIONS, DIMENSIONS, PART NUMBERS, MATERIALS, FINISHES, AND OTHER PARAMETERS WITH ITS END CUSTOMER BEFORE PLACING ANY MTO OR BTS ORDER, AND CARAGGIO NETWORK BEARS NO LIABILITY FOR ERRORS IN DEALER'S SUBMITTED SPECIFICATIONS.

Dealer acknowledges that Caraggio Network acts solely as an intermediary between Dealer and the manufacturer for Made-to-Order and Built-to-Spec items, and that Caraggio Network has no ability to modify, halt, or reverse a production order once it has been transmitted to the manufacturer. Dealer further acknowledges that the absolute non-cancellation and non-refund policy for MTO and BTS items reflects the actual economic reality that the manufacturer incurs material, labor, and production costs immediately upon order confirmation, and that these costs cannot be recovered by Caraggio Network if an order is cancelled. This provision constitutes a material inducement to Caraggio Network's willingness to offer MTO and BTS products and forms an essential part of the basis of the bargain between the

parties. Dealer expressly waives any right to assert that this provision is unconscionable, a penalty, or otherwise unenforceable.

4.4e Dealer Portal Self-Placement Requirement — Special Orders, MTO, and BTS Items Must Be Placed Personally by Dealer

ALL SPECIAL ORDERS, MADE-TO-ORDER (MTO), AND BUILT-TO-SPEC (BTS) ITEMS MUST BE PLACED EXCLUSIVELY THROUGH THE CARAGGIO NETWORK DEALER PORTAL BY THE AUTHORIZED ACCOUNT HOLDER OR AN AUTHORIZED OFFICER OF THE DEALER ENTITY PERSONALLY. TELEPHONE ORDERS, EMAIL ORDERS, VERBAL ORDERS, AND ANY OTHER ORDER METHOD OUTSIDE THE DEALER PORTAL ARE NOT ACCEPTED FOR SPECIAL ORDERS, MTO, OR BTS ITEMS UNDER ANY CIRCUMSTANCES. THIS PORTAL-ONLY PLACEMENT REQUIREMENT EXISTS BECAUSE THE DEALER PORTAL CHECKOUT PROCESS FOR SPECIAL ORDERS, MTO, AND BTS ITEMS INCLUDES A MANDATORY ACKNOWLEDGMENT STEP IN WHICH DEALER MUST AFFIRMATIVELY CONFIRM THAT DEALER HAS READ, UNDERSTANDS, AND UNCONDITIONALLY AGREES TO ALL TERMS GOVERNING SPECIAL ORDERS, MTO, AND BTS ITEMS AS SET FORTH IN SECTIONS 4.4 THROUGH 4.4E OF THIS AGREEMENT, INCLUDING THE ABSOLUTE PROHIBITION ON CANCELLATION AND THE NON-REFUNDABLE NATURE OF ALL SUCH ORDERS. NO SPECIAL ORDER, MTO ORDER, OR BTS ORDER IS VALID, BINDING, OR WILL BE PROCESSED BY CARAGGIO NETWORK UNLESS AND UNTIL DEALER HAS COMPLETED THIS MANDATORY PORTAL ACKNOWLEDGMENT STEP. CARAGGIO NETWORK WILL NOT ACCEPT OR PROCESS ANY SUCH ORDER SUBMITTED BY ANY CARAGGIO NETWORK EMPLOYEE, SALES REPRESENTATIVE, AGENT, OR OTHER THIRD PARTY ON DEALER'S BEHALF WITHOUT INDEPENDENT PORTAL CONFIRMATION BY DEALER.

The mandatory portal self-placement requirement serves the following purposes, each of which is independently material to Caraggio Network's willingness to offer Special Order, MTO, and BTS products: (a) it ensures that the individual placing the order has personal, direct knowledge of the non-cancellable and non-refundable nature of the order at the exact moment of placement; (b) it creates a timestamped, IP-addressed electronic record of Dealer's affirmative acknowledgment of all applicable terms, which constitutes competent evidence of knowing and voluntary acceptance under the E-SIGN Act, 15 U.S.C. § 7001 et seq., and applicable state electronic signature laws; (c) it eliminates any colorable claim by Dealer that the order was placed by an unauthorized employee, an agent acting outside the scope of their authority, or any other person without full knowledge of the applicable terms; and (d) it prevents any subsequent assertion by Dealer that Dealer was not personally informed of the non-cancellation policy at the time the order was placed.

Any Special Order, MTO order, or BTS order that Dealer claims was placed without Dealer's authorization or without Dealer's knowledge of the applicable terms shall not excuse Dealer's payment obligation, because: (i) all orders placed through Dealer's portal account are Dealer's sole legal and financial responsibility under Section 3.5 of this Agreement; (ii) the mandatory acknowledgment step cannot be bypassed or completed without active interaction by the logged-in account holder; and (iii) Dealer is solely responsible for maintaining the security of its portal credentials and for ensuring that only authorized personnel have access to Dealer's account. A claim that portal credentials were misused does not release Dealer from any payment obligation arising from a Special Order, MTO order, or BTS order placed through Dealer's account.

4.5 Authorized Shipping Destinations — No Cross-Sale or Unauthorized Resale to Third-Party Businesses

CARAGGIO NETWORK WILL ONLY SHIP PRODUCTS TO: (A) THE DEALER'S VERIFIED BUSINESS ADDRESS ON FILE WITH CARAGGIO NETWORK AT THE TIME OF ACCOUNT CREATION OR AS SUBSEQUENTLY UPDATED IN WRITING; OR (B) A PRE-APPROVED DROP-SHIP ADDRESS SUBMITTED IN WRITING ON A VALID PURCHASE ORDER FOR DIRECT SHIPMENT TO DEALER'S END CUSTOMER. CARAGGIO NETWORK DOES NOT SELL, SHIP, OR AUTHORIZE THE TRANSFER OF PRODUCTS TO ANY THIRD-PARTY BUSINESS ENTITY THAT IS NOT A REGISTERED AND CURRENTLY ACTIVE CARAGGIO NETWORK MEMBER IN GOOD STANDING. THE PURCHASE AND SUBSEQUENT SALE, TRANSFER, OR

DELIVERY OF CARAGGIO NETWORK PRODUCTS TO ANY NON-MEMBER BUSINESS ENTITY CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND IS EXPRESSLY PROHIBITED.

Dealer expressly agrees that products purchased through the Caraggio Network are authorized for sale or transfer only to: (i) Dealer's retail end customers (individual consumers); or (ii) another business entity that holds a current, active, and fully paid Caraggio Network Membership in good standing at the time of any such transaction ("Authorized Member-to-Member Transfer"). Any sale, transfer, fulfillment, or delivery of Caraggio Network products to a non-member business entity — whether directly, indirectly, through an intermediary, or through any other arrangement designed to circumvent this restriction — is a material breach of this Agreement regardless of whether Dealer received compensation for such transfer.

Violation of this Section shall result in: (a) immediate permanent account termination; (b) forfeiture of all pending orders, credits, and discount privileges; (c) a liquidated damages penalty of Two Thousand Five Hundred Dollars (\$2,500.00) per unauthorized transaction, which the parties agree is a reasonable pre-estimate of the Company's harm and not a penalty; (d) potential manufacturer authorization consequences including brand access revocation; and (e) civil legal action for all additional damages including lost profits, reputational harm, and attorney's fees.

4.6 Caraggio Network Membership Subscriptions — Automatic Renewal, Cancellation, and Terms

4.6.1 Membership Term and Automatic Renewal

ALL CARAGGIO NETWORK MEMBERSHIP SUBSCRIPTIONS ARE ISSUED ON AN ANNUAL BASIS AND ARE SET TO AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS AT THE THEN-CURRENT MEMBERSHIP FEE RATE UNLESS CANCELLED IN STRICT ACCORDANCE WITH SECTION 4.6.2 BELOW. BY ENROLLING IN OR MAINTAINING A CARAGGIO NETWORK MEMBERSHIP, MEMBER EXPRESSLY CONSENTS TO AUTOMATIC ANNUAL RENEWAL AND AUTHORIZES CARAGGIO NETWORK TO CHARGE THE MEMBERSHIP RENEWAL FEE TO THE PAYMENT METHOD ON FILE WITHOUT FURTHER AUTHORIZATION OR NOTICE AT THE TIME OF EACH RENEWAL. AUTOMATIC RENEWAL WILL OCCUR ON THE ANNIVERSARY DATE OF THE ORIGINAL MEMBERSHIP ENROLLMENT.

Caraggio Network reserves the right to modify membership fees at any time. If a membership fee change applies to the upcoming renewal term, the Company will provide written notice to the Member at the email address on file no fewer than thirty (30) days prior to the renewal date. Member's failure to cancel prior to the renewal date following such notice constitutes acceptance of the new fee.

4.6.2 Cancellation Requirements — Written Notice Mandatory

TO PREVENT AUTOMATIC RENEWAL, MEMBER MUST DELIVER WRITTEN NOTICE OF CANCELLATION TO CARAGGIO NETWORK NO FEWER THAN THIRTY (30) CALENDAR DAYS PRIOR TO THE MEMBERSHIP ANNIVERSARY DATE (THE "CANCELLATION DEADLINE"). CANCELLATION NOTICE MUST BE DELIVERED VIA CERTIFIED U.S. MAIL OR EMAIL WITH CONFIRMED DELIVERY TO: CARAGGIO NETWORK, ATTN: MEMBERSHIP CANCELLATIONS, 555 FEE FEE RD., MARYLAND HEIGHTS, MO 63043, OR MEMBERSHIPS@CARAGGIO.COM. ORAL CANCELLATION REQUESTS, VOICEMAIL MESSAGES, SOCIAL MEDIA MESSAGES, AND ANY OTHER NON-WRITTEN COMMUNICATION WILL NOT BE ACCEPTED AS VALID CANCELLATION NOTICE. A CANCELLATION IS NOT EFFECTIVE UNTIL ACKNOWLEDGED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF CARAGGIO NETWORK.

Any cancellation notice received after the Cancellation Deadline, or delivered in any manner other than as specified above, will be deemed invalid and the membership will automatically renew for the full subsequent annual term at the applicable renewal fee. No refunds or credits will be issued for any renewal term that has already been charged as a result of Dealer's failure to deliver timely written cancellation notice. Caraggio Network's obligation to issue a renewal charge on the anniversary date is not affected by any dispute, pending claim, or outstanding issue between the parties unless such dispute has been formally resolved and confirmed in writing by an authorized officer of Caraggio Network.

4.6.3 Effect of Cancellation — Access and Outstanding Obligations

Upon valid cancellation of a Caraggio Network Membership, Member's access to the Platform, pricing portal, ordering system, and all membership benefits will terminate at 11:59 PM Central Time on the last day of the then-current membership term. All outstanding balances, unpaid invoices, and obligations incurred prior to cancellation remain fully due and payable and are not discharged or forgiven by cancellation. Any Special Orders or pending orders placed during the membership term remain binding and non-cancellable under Section 4.4, regardless of membership status at time of delivery. Membership cancellation does not entitle Member to any refund of any portion of the membership fee for the current term.

4.6.4 Membership Non-Transferability

Caraggio Network Memberships are non-transferable and are issued to the specific legal entity named at the time of enrollment. A membership may not be assigned, sold, transferred, gifted, or conveyed to any other person or entity, including in connection with a sale or change of ownership of Dealer's business. A change in business ownership requires a new membership application subject to Caraggio Network's then-current enrollment requirements and approval process.

4.6.6 Per-Location Membership Requirement for Multi-Site Operations

FOR DEALERS OPERATING MORE THAN ONE RETAIL LOCATION, OUTLET, BRANCH, STOREFRONT, OR DIGITAL SALES CHANNEL, EACH DISTINCT LOCATION OR CHANNEL THAT ACCESSES THE CARAGGIO NETWORK PLATFORM, PLACES ORDERS, OR UTILIZES THE CARAGGIO NETWORK API MUST BE ENROLLED UNDER ITS OWN INDIVIDUAL, ACTIVE CARAGGIO NETWORK DEALER MEMBERSHIP AND, IF APPLICABLE, ITS OWN INDIVIDUAL API DATA ACCESS SUBSCRIPTION. A SINGLE DEALER MEMBERSHIP ACCOUNT AUTHORIZES ACCESS AND ORDERING FOR ONE (1) LICENSED LOCATION ONLY. THE CARAGGIO NETWORK B2B DEALER MEMBERSHIP IS NOT AN ENTERPRISE-WIDE, PORTFOLIO-WIDE, OR COMPANY-WIDE LICENSE AND DOES NOT EXTEND BY DEFAULT TO ANY RELATED ENTITY, AFFILIATE, SUBSIDIARY, FRANCHISE LOCATION, OR SEPARATELY OPERATING OUTLET OF DEALER. EACH LOCATION MUST INDEPENDENTLY QUALIFY FOR AND MAINTAIN ITS OWN MEMBERSHIP IN ACCORDANCE WITH ALL APPLICABLE ENROLLMENT REQUIREMENTS. OPERATING MULTIPLE LOCATIONS UNDER A SINGLE MEMBERSHIP WITHOUT CARAGGIO NETWORK'S EXPRESS WRITTEN AUTHORIZATION CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND SUBJECTS DEALER TO RETROACTIVE FEES AND ENFORCEMENT REMEDIES AS DESCRIBED IN SECTION 21.2D.

4.6.5 No Minimum Purchase Requirement, No Monthly Minimums, No Annual Minimums — Caraggio Network Competitive Advantage

CARAGGIO NETWORK DOES NOT IMPOSE ANY MINIMUM ORDER QUANTITY, MINIMUM ORDER DOLLAR AMOUNT, MINIMUM MONTHLY PURCHASE REQUIREMENT, OR MINIMUM ANNUAL PURCHASE REQUIREMENT AS A CONDITION OF MAINTAINING AN ACTIVE DEALER ACCOUNT. THIS POLICY APPLIES TO ALL DEALER ACCOUNT TIERS AND MEMBERSHIP LEVELS. DEALER MAY PURCHASE AS MUCH OR AS LITTLE AS THEIR BUSINESS REQUIRES, AT ANY FREQUENCY, WITHOUT RISK OF ACCOUNT SUSPENSION OR TERMINATION BASED SOLELY ON ORDER VOLUME OR PURCHASE FREQUENCY. THIS NO-MINIMUM POLICY IS A CORE FEATURE OF THE CARAGGIO NETWORK VALUE PROPOSITION AND IS OFFERED AS A COMPETITIVE ADVANTAGE TO DEALERS WHO ARE NOT REQUIRED TO COMMIT TO VOLUME THRESHOLDS TO MAINTAIN WHOLESAL ACCESS. CARAGGIO NETWORK RESERVES THE RIGHT TO DEACTIVATE ACCOUNTS THAT HAVE BEEN COMPLETELY INACTIVE — MEANING NO LOGINS, NO ORDERS, AND NO PLATFORM ACTIVITY OF ANY KIND — FOR A CONTINUOUS PERIOD OF TWENTY-FOUR (24) OR MORE MONTHS, AFTER PROVIDING THIRTY (30) DAYS' WRITTEN NOTICE TO THE EMAIL ADDRESS ON FILE. ACCOUNT DEACTIVATION BASED ON COMPLETE INACTIVITY DOES NOT CONSTITUTE A MINIMUM PURCHASE REQUIREMENT AND DOES NOT AFFECT THE NO-MINIMUM POLICY DESCRIBED HEREIN.

4.7 Digital Confirmation as Binding Acceptance

Dealer's use of the Caraggio Network digital confirmation link, online checkout completion, or electronic acknowledgment in connection with any Special Order constitutes an irrevocable, binding contract for

purchase at the full order price. This digital confirmation shall be admissible as evidence of Dealer's binding commitment in any legal proceeding.

SECTION 5. PRICING, DISCOUNTS, AND PRICING ERRORS

5.1 Pricing Subject to Change

All prices are subject to change at any time without prior notice. Caraggio Network will post manufacturer price changes in the News section of the Website when possible; however, such posting is not guaranteed and the absence of a posting does not obligate the Company to honor a prior price. Discounts are based on initial qualification and quarterly sales volume and may be adjusted at any time at the Company's sole discretion with written notification to Dealer.

5.1.a.i All Prices in U.S. Dollars — Valid for Domestic Orders Only

All prices displayed on the Caraggio Network platform, website, API, or in any Caraggio Network communication are quoted in United States Dollars (USD) and are valid and effective only for orders shipped to addresses within the fifty (50) United States. Prices displayed on the platform do not include, and Dealer is solely responsible for, any applicable import duties, customs fees, foreign taxes, international shipping surcharges, or currency conversion costs associated with any order shipped outside the United States. Caraggio Network makes no representation that any price displayed on its platform is valid, legal, or applicable in any jurisdiction outside the United States, and Dealer shall not rely on U.S.-listed prices as a representation of Caraggio Network's pricing in any foreign market or jurisdiction. Prices are subject to change at any time without prior notice as described in Section 5.1, and the price in effect at the time of order confirmation governs the transaction.

5.1.a.ii Right to Discontinue Any Product, SKU, or Product Category at Any Time

Caraggio Network reserves the right to discontinue, remove, delist, or cease offering for sale any product, SKU, brand, product line, or product category from the Caraggio Network platform at any time, without prior notice and without liability to any Dealer or third party. The removal of a product from the Caraggio Network catalog does not obligate Caraggio Network to honor any pending or future order for that product, except to the extent an order was confirmed and invoiced prior to delisting, in which case the provisions of Section 4.3a (Post-Order Confirmation Stock Unavailability) govern. Caraggio Network's right to discontinue a product is exercised independently of any Dealer's business reliance on that product and does not create any claim for lost profits, lost business opportunity, or any other consequential damages by any Dealer.

5.1a No Price Match and No Low Price Guarantee

CARAGGIO NETWORK DOES NOT OFFER, AND IS UNDER NO OBLIGATION TO PROVIDE, ANY PRICE MATCH, LOW PRICE GUARANTEE, COMPETITIVE PRICE ADJUSTMENT, OR PRICE PROTECTION OF ANY KIND. DEALER HAS NO RIGHT TO DEMAND THAT CARAGGIO NETWORK MATCH, MEET, OR BEAT THE PRICING OF ANY COMPETITOR, ALTERNATIVE SUPPLIER, OR OTHER SOURCE, REGARDLESS OF WHETHER THE COMPETING PRICE IS ADVERTISED, QUOTED, OR VERIFIABLE. THE PRICES OFFERED BY CARAGGIO NETWORK REFLECT CARAGGIO NETWORK'S OWN PURCHASING ARRANGEMENTS, COST STRUCTURE, AND COMMERCIAL JUDGMENT, AND ARE NOT SUBJECT TO ADJUSTMENT BASED ON EXTERNAL MARKET PRICING. ANY VERBAL, EMAIL, OR WRITTEN REQUEST FOR A PRICE MATCH OR COMPETITIVE PRICE ADJUSTMENT IS DEEMED DECLINED UNLESS CARAGGIO NETWORK RESPONDS IN WRITING WITH AN EXPLICIT WRITTEN PRICE ADJUSTMENT AUTHORIZATION ISSUED BY AN AUTHORIZED OFFICER OF CARAGGIO AUTOSPORTS LLC.

5.2 Pricing Errors — Not Misrepresentation

IN THE EVENT ANY PRODUCT IS LISTED ON THE CARAGGIO NETWORK WEBSITE OR IN ANY COMMUNICATION AT AN INCORRECT PRICE OR WITH INACCURATE INFORMATION DUE TO A TYPOGRAPHICAL ERROR, SYSTEM ERROR, DATA FEED ERROR, OR ANY OTHER CAUSE, CARAGGIO

NETWORK EXPRESSLY RESERVES THE RIGHT TO REFUSE OR CANCEL ANY ORDER PLACED AT THE INCORRECT PRICE, REGARDLESS OF WHETHER PAYMENT HAS BEEN RECEIVED. SUCH ERRORS DO NOT CONSTITUTE MISREPRESENTATION, FRAUD, OR BREACH OF CONTRACT. THE COMPANY'S SOLE OBLIGATION IN SUCH CASES IS TO: (A) REFUND ANY PAYMENT RECEIVED, OR (B) OFFER THE DEALER THE OPTION TO PURCHASE AT THE CORRECT PRICE. DEALER EXPRESSLY WAIVES ANY CLAIM FOR DAMAGES, LOST PROFITS, OR CONSEQUENTIAL HARM ARISING FROM PRICING ERRORS.

5.2a Typographical Errors and Unintentional Product Misrepresentation

Caraggio Network makes commercially reasonable efforts to accurately represent all products distributed and sold through its platform, including product descriptions, part numbers, specifications, dimensions, weights, application notes, compatibility data, and images. However, Caraggio Network is not responsible for typographical errors, data entry errors, formatting errors, catalog transcription errors, or any other unintentional misrepresentation in any product listing, catalog entry, product description, or supporting documentation appearing on the Caraggio Network platform, website, or in any communication from Caraggio Network. Dealer acknowledges that product data is sourced from manufacturer and supplier data feeds and may contain errors originating with the manufacturer or supplier that are outside Caraggio Network's ability to detect or correct before publication. In all cases, Dealer is solely responsible for independently verifying product specifications, part numbers, dimensions, and fitment against the manufacturer's official documentation before placing any order. The existence of a typographical error or unintentional misrepresentation in any product listing does not constitute fraudulent misrepresentation, negligent misrepresentation, breach of contract, or breach of warranty by Caraggio Network, and does not entitle Dealer to any remedy beyond cancellation of the affected order and refund of the purchase price paid for that order, if the order has not yet shipped. Caraggio Network welcomes notification of suspected errors at support@caraggio.com and will make commercially reasonable efforts to investigate and correct confirmed errors.

5.2b Product Listings, Prices, and Catalog Entries Are Solicitations of Offers, Not Binding Offers

All product listings, catalog entries, pricing information, inventory availability data, promotional materials, and any other information displayed on the Caraggio Network platform, website, API, or in any communication from Caraggio Network concerning products or services constitute an invitation to Dealer to submit an offer to purchase ("solicitation of an offer") and do not constitute a binding offer by Caraggio Network to sell any product at any stated price or on any stated terms. No binding contract for the purchase or sale of any product is formed until Caraggio Network issues a written order confirmation or invoice, which constitutes Caraggio Network's acceptance of Dealer's offer to purchase. Until that written confirmation is issued, Caraggio Network retains full discretion to decline, modify, or withdraw any product listing, price, or stated term without obligation to Dealer. This characterization is consistent with Section 4.2 (Order Acceptance Disclaimer) and Section 4.3a (Post-Order Confirmation Stock Unavailability), which govern the point at which Caraggio Network's obligations arise with respect to any specific transaction.

5.3 Robinson-Patman Compliance

Pricing differentials, volume discounts, and tiered pricing offered by Caraggio Network are based on legitimate cost justifications including volume of purchase, credit risk assessment, order type, and service levels. These pricing structures are not discriminatory and are available to all Dealers who meet the applicable qualifying criteria.

5.4 MAP Policy Enforcement

Certain manufacturers require compliance with Minimum Advertised Price (MAP) policies. By maintaining an account with Caraggio Network, Dealer agrees to comply with all applicable MAP policies of which they have been notified. Violation of any MAP policy may result in immediate account suspension, loss of brand authorization, and potential civil action by the manufacturer.

5.5 Right to Limit Order Quantities

Caraggio Network reserves the right, at its sole discretion and without prior notice or stated justification, to limit the quantity of any product or SKU that any individual Dealer account may order in a single transaction, within a defined time period, or in total. Quantity limits may be applied to: (a) products that are in limited supply or subject to allocation from the manufacturer or supplier; (b) products that Caraggio Network determines are being ordered in quantities inconsistent with normal resale activity for Dealer's account profile; (c) products subject to MAP or UPP policies where bulk ordering may threaten pricing integrity; or (d) any other product category where Caraggio Network determines that quantity limits serve the equitable distribution of available inventory among its Dealer base. A quantity limit applied to one Dealer account does not constitute discrimination against that Dealer and does not confer any right to challenge the limit under applicable law. Caraggio Network also reserves the right to cancel any portion of an order that exceeds an applicable quantity limit, with a refund of the purchase price for cancelled units as Dealer's sole remedy.

5.6 Manufacturer-Imposed Minimum Order Quantities

Certain products, brands, or product lines available through the Caraggio Network platform may be subject to minimum order quantity requirements imposed by the manufacturer, brand owner, or supplier as a condition of their distribution agreements with Caraggio Network ("Manufacturer MOQs"). Where a Manufacturer MOQ applies, it will be displayed on the applicable product listing or communicated to Dealer at the time of order. Dealer acknowledges and agrees that: (a) Manufacturer MOQs are set by the manufacturer or supplier, not by Caraggio Network, and Caraggio Network has no authority to waive or override them; (b) Caraggio Network's right to limit quantities under Section 5.5 is independent of and in addition to any Manufacturer MOQ; (c) an order submitted below a Manufacturer MOQ will not be processed or confirmed and will be returned to Dealer for correction; and (d) Caraggio Network is not liable for any business impact, lost sale, or customer dissatisfaction arising from Dealer's failure to meet an applicable Manufacturer MOQ. Manufacturer MOQs are subject to change by the manufacturer at any time and Caraggio Network will use commercially reasonable efforts to update platform listings to reflect current MOQ requirements, but cannot guarantee that all MOQ information displayed is current at the time of any given order.

SECTION 6. PAYMENT TERMS, CREDIT, AND FINANCIAL OBLIGATIONS

6.1 Credit Terms

The granting of credit terms is at the sole and absolute discretion of Caraggio Network. All Dealers seeking credit terms must complete a credit application and provide all requested financial documentation. The Company reserves the right to deny credit, reduce credit limits, or revoke credit privileges at any time without notice.

6.1a Time Is of the Essence — Payment Obligations

TIME IS OF THE ESSENCE WITH RESPECT TO ALL OF DEALER'S PAYMENT OBLIGATIONS TO CARAGGIO NETWORK UNDER THIS AGREEMENT, INCLUDING ALL INVOICE DUE DATES, CREDIT TERM DEADLINES, AND ANY OTHER DATE BY WHICH PAYMENT IS REQUIRED. DEALER'S FAILURE TO MAKE ANY PAYMENT BY ITS STATED DUE DATE SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND SHALL ENTITLE CARAGGIO NETWORK TO EXERCISE ALL REMEDIES AVAILABLE UNDER THIS AGREEMENT AND APPLICABLE LAW, INCLUDING SUSPENSION OF DEALER'S ACCOUNT, ACCELERATION OF ALL OUTSTANDING BALANCES, ASSESSMENT OF FINANCE CHARGES UNDER SECTION 6.4, AND REFERRAL TO COLLECTION. NO EQUITABLE DOCTRINE OF SUBSTANTIAL PERFORMANCE, WAIVER BY PRIOR COURSE OF DEALING, OR OTHER DEFENSE SHALL EXCUSE A LATE PAYMENT OR LIMIT CARAGGIO NETWORK'S REMEDIES FOR DEALER'S PAYMENT FAILURE. CARAGGIO NETWORK'S ACCEPTANCE OF A LATE PAYMENT ON ONE OCCASION SHALL NOT CONSTITUTE A WAIVER OF THE TIME-IS-OF-THE-ESSENCE REQUIREMENT FOR ANY SUBSEQUENT PAYMENT.

6.2 Personal Guarantee and Security Agreement

AS A CONDITION OF RECEIVING ANY CREDIT TERMS, THE PRINCIPAL OWNER(S) OR CONTROLLING OFFICER(S) OF THE DEALER ENTITY MUST EXECUTE A PERSONAL GUARANTEE AGREEMENT AND A SECURITY AGREEMENT IN FAVOR OF CARAGGIO NETWORK. SAID PERSONAL GUARANTEE SHALL MAKE EACH SUCH INDIVIDUAL PERSONALLY LIABLE FOR ALL OUTSTANDING BALANCES, FEES, CHARGES, AND OBLIGATIONS OF THE DEALER ENTITY. NO CREDIT TERMS SHALL BE EXTENDED IN THE ABSENCE OF A FULLY EXECUTED PERSONAL GUARANTEE AND SECURITY AGREEMENT.

6.2a Joint and Several Liability of Guarantors — Continuing Guarantee

Where more than one individual executes a personal guarantee in favor of Caraggio Network with respect to the same Dealer account, each such guarantor shall be jointly and severally liable for the entire amount of all outstanding obligations of the Dealer entity, without regard to that guarantor's ownership percentage, equity interest, or proportionate share of the Dealer's business. Caraggio Network may pursue any one guarantor for the full amount of the debt without first pursuing any other guarantor or exhausting any other remedy. Each guarantor expressly waives any right to require Caraggio Network to: (a) proceed first against the Dealer entity; (b) proceed against or exhaust any security or collateral held by Caraggio Network; or (c) pursue any other guarantor before proceeding against that guarantor individually for the full amount. Each personal guarantee executed under Section 6.2 is a continuing guarantee that covers all present and future obligations of the Dealer entity to Caraggio Network, including all orders placed after the date of the guarantee, all credit extended after that date, and all fees, finance charges, and collection costs that accrue at any time, whether before or after any demand by Caraggio Network. The continuing nature of the guarantee is not affected by any change in the Dealer's membership tier, credit limit, ownership structure, or the amount of any individual transaction. A guarantor's obligations under this Section survive the termination or cancellation of the Dealer's account until all outstanding obligations to Caraggio Network are paid in full.

6.3 Credit Card on File

Caraggio Network requires a valid credit card to be maintained on file for all accounts. This credit card will be automatically charged for any payment that becomes overdue by eleven (11) or more days. If the card on file cannot be charged, the account will be immediately suspended until payment is made in full and a valid card is provided.

6.3a Accepted Payment Methods — Exclusive List; Methods Not Accepted

CARAGGIO NETWORK ACCEPTS THE FOLLOWING PAYMENT METHODS ONLY: (A) VISA CREDIT AND DEBIT CARDS; (B) MASTERCARD CREDIT AND DEBIT CARDS; (C) AMERICAN EXPRESS CREDIT CARDS; (D) DISCOVER CREDIT CARDS; AND (E) WIRE TRANSFER (ACH) FOR CREDIT ACCOUNT HOLDERS AS SEPARATELY ARRANGED IN WRITING. CARAGGIO NETWORK DOES NOT ACCEPT, AND WILL NOT PROCESS ORDERS SUBMITTED WITH, ANY OF THE FOLLOWING PAYMENT METHODS UNDER ANY CIRCUMSTANCES WHATSOEVER: PERSONAL CHECKS; BUSINESS CHECKS; MONEY ORDERS; CASHIER'S CHECKS; CASH; GIFT CARDS OF ANY KIND; STORE CREDIT FROM ANY THIRD-PARTY RETAILER; CRYPTOCURRENCY OR DIGITAL CURRENCY OF ANY KIND; OR ANY OTHER PAYMENT METHOD NOT EXPRESSLY LISTED ABOVE. THERE IS NO IN-STORE PICKUP, WILL-CALL, OR CASH-ON-DELIVERY (COD) OPTION AVAILABLE THROUGH CARAGGIO NETWORK UNDER ANY CIRCUMSTANCES. ALL ORDERS MUST BE PAID THROUGH THE APPROVED PAYMENT METHODS LISTED ABOVE AT THE TIME OF ORDER PLACEMENT OR AS INVOICED UNDER APPROVED CREDIT TERMS. ANY ORDER SUBMITTED WITH AN UNAPPROVED PAYMENT METHOD WILL BE AUTOMATICALLY REJECTED WITHOUT LIABILITY TO CARAGGIO NETWORK.

6.3b Payment Authorization and Pre-Authorization Hold Disclaimer

When Dealer submits a purchase order or initiates a payment transaction through the Caraggio Network platform, Caraggio Network's payment processor will submit an authorization request to the card-issuing financial institution to verify card validity and available funds or credit. This authorization request may result in a temporary pre-authorization hold being placed on funds in Dealer's account or against Dealer's

available credit limit by the card-issuing institution. Caraggio Network expressly disclaims any responsibility for, and has no ability to control, release, modify, or remove, any pre-authorization hold placed by a financial institution on Dealer's account. The duration of a pre-authorization hold is determined solely by Dealer's financial institution and may range from same-day release to up to ten (10) business days depending on the institution's internal policies. If an order is declined, cancelled, or not fulfilled, Caraggio Network will void the authorization on its end; however, the financial institution's hold release schedule governs when funds become available again in Dealer's account. Caraggio Network is not liable for any overdraft fees, insufficient funds charges, declined transactions on other merchants, or any other financial consequence resulting from a pre-authorization hold placed by Dealer's financial institution.

6.4 Finance Charges on Overdue Accounts

All accounts with balances overdue beyond their stated payment terms shall be assessed a finance charge at the rate of eighteen percent (18%) per annum (1.5% per month), computed on the daily unpaid balance. Accounts that remain severely delinquent, at management's sole discretion, will be forwarded to a collections agency and/or referred for legal action. Dealer agrees to pay all collection costs, agency fees, and reasonable attorney's fees incurred in the collection of any overdue balance.

6.4a Payment Application Priority — Order of Allocation for Past-Due Accounts

All payments received by Caraggio Network from Dealer on any past-due account balance shall be applied in the following mandatory order, regardless of any instruction, direction, or designation provided by Dealer at the time of payment or at any other time: (1) first, to any accrued and unpaid finance charges assessed under Section 6.4; (2) second, to any outstanding collection costs, administrative fees, NSF fees, delinquent balance fees, and reasonable attorney's fees incurred by Caraggio Network in connection with the collection of the past-due balance; and (3) third, to reduce the outstanding principal balance of the oldest unpaid invoice or invoices in chronological order. Dealer's direction to apply a payment to principal before interest, or to a specific invoice other than the oldest outstanding invoice, shall have no legal effect and shall not be honored by Caraggio Network unless Caraggio Network provides express written confirmation of an alternative application. This payment application priority rule is a material term of Caraggio Network's credit extension and reflects the parties' express agreement on the order of allocation as part of the commercial credit arrangement between the parties.

6.5 Delinquent Balance Fee

Delinquent balances exceeding fourteen (14) days, resulting in a formal 10-Day Demand Letter and extended collection efforts, are subject to an administrative fee of Twenty-Five Dollars (\$25.00).

6.5a Invoice Finality and Dispute Window — Invoices Deemed Accepted if Not Disputed in Writing

ALL INVOICES ISSUED BY CARAGGIO NETWORK ARE DEEMED FINAL, CORRECT, AND UNCONDITIONALLY ACCEPTED BY DEALER UNLESS DEALER DELIVERS A WRITTEN INVOICE DISPUTE NOTICE TO CARAGGIO NETWORK AT BILLING@CARAGGIO.COM WITHIN TEN (10) BUSINESS DAYS OF THE INVOICE DATE (THE "DISPUTE WINDOW"). AFTER THE DISPUTE WINDOW CLOSES, DEALER PERMANENTLY AND IRREVOCABLY WAIVES ALL RIGHTS TO DISPUTE, CHALLENGE, OFFSET, OR SEEK ADJUSTMENT OF THE INVOICED AMOUNTS FOR ANY REASON, INCLUDING BUT NOT LIMITED TO ALLEGED PRICING ERRORS, QUANTITY DISCREPANCIES, UNAUTHORIZED CHARGES, DUPLICATE BILLING, OR ANY OTHER CLAIM RELATING TO THAT INVOICE. NO VERBAL, EMAIL, OR INFORMAL COMPLAINT CONSTITUTES A VALID INVOICE DISPUTE — DISPUTE NOTICES MUST BE IN WRITING, MUST IDENTIFY THE SPECIFIC INVOICE NUMBER AND LINE ITEMS IN DISPUTE, MUST STATE THE BASIS FOR THE DISPUTE WITH SUPPORTING DOCUMENTATION, AND MUST BE RECEIVED BY CARAGGIO NETWORK WITHIN THE DISPUTE WINDOW TO BE CONSIDERED.

Caraggio Network will investigate all timely and properly submitted invoice disputes in good faith and respond within ten (10) Business Days of receipt. Submission of an invoice dispute does not suspend Dealer's obligation to pay the undisputed portion of any invoice by its stated due date. Accounts that

withhold payment of undisputed invoice amounts pending resolution of a dispute on separate line items will be treated as delinquent on the undisputed amounts and subject to all applicable late fees and account suspension procedures.

6.6 Returned / NSF Payments

All returned ACH payments, returned checks, or declined electronic fund transfers are subject to a returned payment fee of Twenty-Five Dollars (\$25.00) per occurrence. Accounts with repeated returned payments will be placed on prepayment or cash-only terms permanently.

6.6b Automatic Downgrade to Cash-Only Status for Repeat NSF Events

In addition to the per-item NSF fee set forth in Section 6.6, any Dealer account that incurs three (3) or more returned, declined, or NSF payment items within any rolling twelve (12) month period shall be automatically and immediately downgraded to cash-in-advance or payment-at-time-of-order status, without further notice from Caraggio Network. Once a Dealer account has been downgraded to cash-only status under this Section: (a) all credit terms previously extended to Dealer are suspended for a minimum period of twelve (12) months from the date of the third NSF event; (b) Dealer must prepay all orders in full before any order will be processed or shipped; (c) reinstatement of credit terms after the suspension period is at Caraggio Network's sole discretion and is not automatic, and Dealer may be required to reapply and provide updated financial information; and (d) Caraggio Network reserves the right to permanently maintain cash-only status for any Dealer account with a history of repeated NSF events, regardless of the passage of time. This automatic downgrade is not a termination of Dealer's account and does not affect Dealer's obligation to pay all outstanding balances.

6.6a Card Processing Fee on Balance and Collection Payments

WHEN A CREDIT CARD OR DEBIT CARD IS USED TO PAY ANY OUTSTANDING BALANCE, PAST-DUE INVOICE, COLLECTION AMOUNT, OR OTHER EXISTING DEBT OWED TO CARAGGIO NETWORK OUTSIDE OF THE NORMAL PURCHASE CHECKOUT PROCESS — INCLUDING BUT NOT LIMITED TO PAYMENTS MADE TO SATISFY A DELINQUENT ACCOUNT, TO RESOLVE A DISPUTED BALANCE, OR TO FULFILL A PAYMENT PLAN ARRANGEMENT — CARAGGIO NETWORK RESERVES THE RIGHT TO ASSESS A CARD PROCESSING FEE OF UP TO THREE PERCENT (3%) OF THE TOTAL PAYMENT AMOUNT TO RECOVER CARD INTERCHANGE AND PROCESSING COSTS INCURRED BY CARAGGIO NETWORK IN ACCEPTING THAT PAYMENT METHOD. THIS PROCESSING FEE DOES NOT APPLY TO CREDIT CARD OR DEBIT CARD PAYMENTS MADE AT THE TIME OF ORIGINAL PURCHASE THROUGH THE CARAGGIO NETWORK DEALER PORTAL CHECKOUT PROCESS. THE PROCESSING FEE WILL BE DISCLOSED TO DEALER PRIOR TO PROCESSING THE PAYMENT AND DEALER'S SUBMISSION OF PAYMENT CONSTITUTES ACCEPTANCE OF THE FEE. TO AVOID THE PROCESSING FEE, DEALER MAY ELECT TO PAY ANY OUTSTANDING BALANCE VIA ACH WIRE TRANSFER TO CARAGGIO NETWORK'S DESIGNATED BANK ACCOUNT AS PROVIDED ON THE APPLICABLE INVOICE OR BY REQUEST TO BILLING@CARAGGIO.COM. CARAGGIO NETWORK RESERVES THE RIGHT TO WAIVE THE PROCESSING FEE AT ITS SOLE DISCRETION ON A CASE-BY-CASE BASIS.

6.7 Right of Offset

Caraggio Network expressly reserves the right to offset and apply any credits, refunds, or amounts owed to Dealer against any outstanding balances owed by Dealer to the Company, without prior notice to Dealer.

6.8 Insolvency and Bankruptcy

In the event Dealer files for bankruptcy, makes an assignment for the benefit of creditors, becomes insolvent, or is the subject of any receivership or similar proceeding, all outstanding purchase orders shall be immediately and automatically cancelled, all credit terms are immediately revoked, all outstanding balances become immediately due and payable in full, and all credits or pending refunds are forfeited and may be applied to outstanding balances.

6.9 No Assignment of Account

Dealer's account, credit terms, pricing agreements, discount levels, and all rights and privileges under this Agreement are personal to the Dealer and may not be assigned, transferred, sublicensed, or conveyed to any other party — including in connection with a sale, merger, or transfer of Dealer's business — without the prior written consent of an authorized officer of Caraggio Network. Any purported assignment without such consent is void and of no effect.

SECTION 7. SHIPPING, TITLE TRANSFER, AND DELIVERY

7.1 Title Transfer — FOB Origin

ALL ORDERS ARE FREE ON BOARD (FOB) SHIPPING POINT — CARAGGIO NETWORK DISTRIBUTION FACILITY, MARYLAND HEIGHTS, MISSOURI. LEGAL TITLE TO ALL PRODUCTS PASSES FROM CARAGGIO NETWORK TO BUYER AT THE MOMENT PRODUCTS LEAVE THE CARAGGIO NETWORK SHIPPING DOCK. FROM THAT POINT FORWARD, BUYER BEARS ALL RISK OF LOSS, THEFT, DAMAGE, OR DESTRUCTION DURING TRANSIT. ALL PRODUCT SALES ARE DEEMED TO OCCUR IN THE STATE OF MISSOURI.

7.1a Retention of Title and Security Interest for Credit Account Shipments

NOTWITHSTANDING THE FOB ORIGIN TITLE TRANSFER DESCRIBED IN SECTION 7.1, FOR ALL ORDERS SHIPPED TO DEALER ON OPEN CREDIT TERMS (NET-10, NET-30, OR ANY OTHER DEFERRED PAYMENT ARRANGEMENT), CARAGGIO NETWORK HEREBY RETAINS AND RESERVES A PURCHASE MONEY SECURITY INTEREST (“PMSI”) IN ALL PRODUCTS DELIVERED TO DEALER UNTIL THE FULL PURCHASE PRICE, INCLUDING ALL APPLICABLE FEES, TAXES, AND CHARGES FOR SUCH PRODUCTS, HAS BEEN RECEIVED IN FULL BY CARAGGIO NETWORK IN IMMEDIATELY AVAILABLE FUNDS. THIS SECURITY INTEREST IS GRANTED PURSUANT TO ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF MISSOURI (RSMO § 400.9-101 ET SEQ.) AND ATTACHES AT THE MOMENT CARAGGIO NETWORK SHIPS THE GOODS. DEALER HEREBY GRANTS CARAGGIO NETWORK A SECURITY INTEREST IN: (A) ALL PRODUCTS SOLD BY CARAGGIO NETWORK TO DEALER THAT REMAIN UNPAID; (B) ALL PROCEEDS OF SUCH PRODUCTS, INCLUDING ACCOUNTS RECEIVABLE GENERATED FROM THE RESALE OF SUCH PRODUCTS; AND (C) ALL RETURNED, RECOVERED, OR REPOSSESSED PRODUCTS. DEALER AUTHORIZES CARAGGIO NETWORK TO FILE A UCC-1 FINANCING STATEMENT IN ANY JURISDICTION DEEMED NECESSARY BY CARAGGIO NETWORK TO PERFECT THIS SECURITY INTEREST WITHOUT FURTHER CONSENT FROM DEALER. IN THE EVENT OF DEALER’S DEFAULT, INSOLVENCY, OR BANKRUPTCY, CARAGGIO NETWORK SHALL HAVE ALL RIGHTS AND REMEDIES OF A SECURED CREDITOR UNDER THE UCC, INCLUDING THE RIGHT TO DEMAND IMMEDIATE RETURN OF ALL UNPAID GOODS AND TO PURSUE ALL AMOUNTS OWED AS A SECURED CLAIM.

Until full payment is received by Caraggio Network, Dealer shall: (i) hold all unpaid Products as bailee for Caraggio Network and maintain them in good condition and separately identifiable from other goods where practicable; (ii) not encumber, pledge, or grant any other security interest in any unpaid Products; (iii) promptly notify Caraggio Network if any third party attempts to seize, attach, or assert any claim against unpaid Products; and (iv) upon Caraggio Network’s written request following any payment default, promptly return all unpaid Products to Caraggio Network at Dealer’s expense. The security interest retained herein does not affect Caraggio Network’s right to pursue payment of the full outstanding balance through all available legal and collection remedies.

7.2 Estimated Delivery Times

Any delivery time or date provided by Caraggio Network is an estimate only. The Company does not guarantee any specific delivery date, transit time, or delivery window. Caraggio Network reserves the right to modify any estimated shipping time at its sole discretion. The Company shall have no liability for delays caused by carriers, weather, supply chain disruptions, force majeure events, or circumstances beyond its reasonable control.

7.2a Rush and Expedited Shipments — Available at Dealer’s Expense

Rush and expedited shipments — including next-day air, second-day air, and other accelerated carrier services — are available on eligible products where the carrier and the nature of the product permit. All costs associated with rush or expedited shipping, including carrier service upgrades, fuel surcharges, residential delivery fees, and any other premium charges assessed by the carrier for accelerated delivery, are entirely the responsibility of and shall be charged to Dealer. Dealer's request for rush or expedited shipment — whether made through the Dealer Portal, by email, or by phone — constitutes Dealer's authorization for Caraggio Network to select and book the requested service level and to charge Dealer's account for all associated costs. Caraggio Network makes no guarantee that rush or expedited shipment will be available for any specific product, order, or carrier route, and the availability of accelerated delivery for a given order is subject to carrier capacity, product dimensions and weight, and shipping origin constraints at the time the order is processed. The availability of rush shipping on a prior order does not create any obligation for Caraggio Network to provide rush shipping on any future order.

7.2a State-Mandated Retail Delivery Fees — Non-Refundable

Certain states and local jurisdictions have enacted laws requiring the collection of retail delivery fees, environmental fees, or similar state-mandated surcharges on shipped orders delivered to addresses within those jurisdictions. Where applicable, Caraggio Network will assess and collect such fees at checkout based on the shipping destination. These fees are: (a) set by the applicable state or local government and not by Caraggio Network; (b) subject to change without notice as laws are enacted, amended, or repealed; (c) not eligible for discount, promotional reduction, or membership pricing exemption; and (d) non-refundable in all circumstances, including where the underlying order is cancelled, returned, or refunded. Dealer is solely responsible for understanding all applicable tax, fee, and surcharge obligations in its jurisdiction. Caraggio Network's collection of any state-mandated fee does not constitute tax advice, and Dealer acknowledges that fee collection obligations may vary by state and are subject to ongoing regulatory changes.

7.3 Drop Shipments

All drop shipment addresses must be submitted in writing on a purchase order at the time of order placement. All drop shipments must be prepaid. Dealer is responsible for all fees, including reshipment costs, resulting from customer refusal, incorrect address, failed delivery attempts, or any other delivery exception attributable to Dealer or the end customer.

7.3a Drop Shipment Packaging and Blind Ship Policy

Caraggio Network offers blind drop shipment packaging on eligible orders, meaning that for qualifying drop-ship orders, Caraggio Network will ship without including Caraggio Network-branded packing slips, invoices, or outer box markings that identify Caraggio Network as the fulfillment source ("Blind Ship Service"). However, Dealer acknowledges and agrees that: (a) Blind Ship Service is not available on all products or order types; certain manufacturers, brands, hazardous materials shipments, oversized freight, LTL shipments, and other product categories may require carrier-mandated or manufacturer-mandated labeling, documentation, or markings that identify the shipper or product origin, and such labeling cannot be removed or suppressed by Caraggio Network; (b) Caraggio Network makes no guarantee that any drop shipment will be completely free of all identifying information in all cases — manufacturer packaging, product UPC labels, hazmat labels, warranty registration cards, and regulatory compliance documents included with or on products are outside Caraggio Network's control and may identify the manufacturer or brand regardless of blind-ship instructions; (c) Dealer is solely responsible for communicating blind-ship requirements on each applicable purchase order at the time of order placement; Caraggio Network is not obligated to apply blind-ship treatment to any order that does not carry a specific written blind-ship instruction; and (d) Caraggio Network shall have no liability to Dealer or any end customer for any business impact, customer relationship harm, or loss of customer resulting from the appearance of any brand, product, or shipper identification on any drop shipment, whether or not blind-ship instructions were provided.

7.4 Refused Shipments

If a shipment is refused by Dealer or Dealer's customer and returned to Caraggio Network by the carrier for any reason other than Company error, Dealer will be assessed: (a) all return freight charges; (b) all original outbound freight charges; (c) a refusal handling fee of Thirty-Five Dollars (\$35.00); and (d) any applicable restocking fee. Shipments refused due to carrier inability to deliver after multiple attempts are treated identically to deliberate refusals.

7.5 Address Change Fee

If Dealer requests an address change after an order has been processed or shipped, the Company will use commercially reasonable efforts to redirect the shipment. If redirection is successful, Dealer will be charged an address correction fee of Twenty-Five Dollars (\$25.00) plus any carrier-imposed redirection charges. If redirection is not possible, standard refusal/return fees apply.

7.6 High-Risk Delivery Addresses

Caraggio Network accepts no liability for packages shipped to apartments, multi-unit residential complexes, condominiums, or any address designated by the carrier as high-risk or unattended. Delivery to such addresses is entirely at Dealer's and end-customer's risk. Caraggio Network will not issue credit or replacement for packages reported undelivered at such addresses without a police report number and carrier claim documentation.

7.7 LTL Freight Shipments

Products shipping via LTL (Less-Than-Truckload) freight require inspection and signature upon delivery. Dealer must inspect all LTL freight at the time of delivery. If damage is visible, Dealer must note the damage on the Bill of Lading before signing. If the driver does not permit inspection, Dealer must write "SUBJECT TO INSPECTION" on the Bill of Lading and have the driver sign it. By signing and accepting an LTL freight shipment without notation of damage, Dealer expressly releases the freight carrier and Caraggio Network from all liability for any damage not reported on the delivery receipt.

7.8 Signature Authorization Waiver

If Dealer or Dealer's customer authorizes a carrier to deliver without a signature or leaves any instruction permitting delivery without inspection, Dealer expressly waives all liability claims against both the carrier and Caraggio Network for any loss, theft, or damage occurring after such authorized unattended delivery.

7.8a Carrier Tracking Information — Restrictions on Commercial Use and Disclosure

Caraggio Network provides carrier-issued tracking numbers and shipment status information to Dealers solely for the purpose of monitoring the delivery status of Dealer's own orders. Dealer agrees that all tracking information provided by or through Caraggio Network is the sole property of the applicable carrier and/or Caraggio Network and may not be: (a) published, distributed, or transmitted to any unauthorized third party for any purpose; (b) copied, stored, aggregated, or compiled into any database or data product; (c) used, sold, licensed, or otherwise exploited for any commercial purpose beyond tracking Dealer's own shipments; or (d) used to monitor, surveil, or gather competitive intelligence regarding Caraggio Network's shipping patterns, carrier relationships, volumes, or logistics operations. Any use of tracking information beyond its intended purpose constitutes a material breach of this Agreement. Caraggio Network reserves the right to immediately suspend tracking data access and account privileges for any Dealer found to be misusing shipment tracking information.

7.9 Chargeback Protection Policy

Caraggio Network does not offer a signature-required delivery option for standard shipments. If a Dealer loses a credit card chargeback due solely to the inability to provide signature confirmation on a Caraggio-shipped order, the Company will reimburse the Dealer's actual product cost up to Ten Thousand Dollars (\$10,000.00) per occurrence. This policy applies only after all good-faith efforts between the credit card provider, consumer, and Dealer have been fully exhausted, including all available appeals. This policy

does not apply if the chargeback is lost for any reason other than lack of signature confirmation, or if Dealer failed to comply with chargeback procedural requirements.

SECTION 8. RETURN POLICY, RMA PROCEDURES, AND RESTOCKING FEES

8.1 Return Window

Caraggio Network will accept returns of eligible products submitted within thirty (30) days of the original invoice date. No returns will be accepted after thirty (30) days from the invoice date under any circumstances. The 30-day return window supersedes any other window stated in any other Company document; the Company's Return Policy document is incorporated herein and controlled by this Agreement in the event of any conflict.

8.1a Thirty-Day Absolute Return and Claim Hard Stop — No Exceptions

THE THIRTY (30) DAY RETURN WINDOW SET FORTH IN SECTION 8.1 IS AN ABSOLUTE HARD STOP AND APPLIES WITHOUT EXCEPTION TO ALL RETURN REQUESTS, PRODUCT DISPUTES, WARRANTY CLAIMS SUBMITTED THROUGH CARAGGIO NETWORK, CREDIT REQUESTS, AND ANY OTHER CLAIM RELATING TO PRODUCT CONDITION, QUALITY, FITMENT, OR DISSATISFACTION. CARAGGIO NETWORK WILL NOT ACCEPT, CONSIDER, PROCESS, OR ISSUE CREDIT OR REFUND FOR ANY RETURN, WARRANTY CLAIM, OR PRODUCT DISPUTE SUBMITTED AFTER THE EXPIRATION OF THE THIRTY (30) DAY WINDOW FROM THE ORIGINAL INVOICE DATE, UNDER ANY CIRCUMSTANCES WHATSOEVER — INCLUDING BUT NOT LIMITED TO CLAIMS OF LATENT DEFECT, DELAYED DISCOVERY OF DAMAGE, MANUFACTURER DEFECT IDENTIFIED AFTER INSTALLATION, OR ANY OTHER REASON. THIS HARD STOP IS INDEPENDENT OF AND IN ADDITION TO ANY MANUFACTURER'S WARRANTY PERIOD; DEALER MUST PURSUE ANY POST-30-DAY MANUFACTURER WARRANTY CLAIMS DIRECTLY WITH THE MANUFACTURER WITHOUT INVOLVEMENT OF CARAGGIO NETWORK. THE THIRTY-DAY HARD STOP CONSTITUTES AN AGREED CONTRACTUAL LIMITATION PERIOD THAT BOTH PARTIES ACKNOWLEDGE IS REASONABLE IN LIGHT OF THE B2B NATURE OF THIS AGREEMENT, THE PRICING OFFERED, AND THE PARTIES' RESPECTIVE SOPHISTICATION. DEALER WAIVES ALL RIGHTS TO ASSERT ANY RETURN, CREDIT, OR PRODUCT CLAIM AFTER THE EXPIRATION OF THE THIRTY-DAY WINDOW.

8.2 Return Merchandise Authorization (RMA) Required

NO RETURN WILL BE ACCEPTED WITHOUT A VALID, COMPANY-ISSUED RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER. ALL INCOMING SHIPMENTS WITHOUT AN RMA NUMBER CLEARLY MARKED ON BOTH THE SHIPPING WAYBILL AND OUTER PACKAGING WILL BE UNCONDITIONALLY REFUSED AND RETURNED TO SENDER AT DEALER'S EXPENSE. AN RMA NUMBER DOES NOT GUARANTEE CREDIT — ALL RETURNED PRODUCTS ARE SUBJECT TO INSPECTION AND FINAL APPROVAL.

8.3 Condition Requirements for Return

To be eligible for return, all products must: (a) be in new, unused, uninstalled, and unmodified condition; (b) be in the original manufacturer packaging with all components, hardware, documentation, and accessories included; (c) show no signs of installation, use, abuse, or tampering; (d) be over-boxed in a separate outer shipping container (writing directly on manufacturer packaging is not permitted and will result in a repackaging fee).

8.4 Restocking Fees

Items approved for return and received within ten (10) days of delivery will not be assessed a restocking fee. Items approved for return and received between eleven (11) and thirty (30) days of delivery will be assessed a restocking fee of five percent (5%) of the product cost. A repackaging fee of Ten Dollars (\$10.00) will be assessed on any return not received in acceptable outer packaging. A twenty-five percent (25%) restocking fee applies to all non-defective returns under any free-shipping promotion or on freight/LTL items.

8.4a Minimum Restocking Fee — Fifteen Dollar Floor

Notwithstanding any restocking fee percentage set forth in Section 8.4, the minimum restocking fee assessed on any approved non-defective return shall be Fifteen Dollars (\$15.00), regardless of the value of the returned item or items. Where the applicable percentage-based restocking fee (5% or 25% as set forth in Section 8.4) produces a dollar amount greater than \$15.00, the higher percentage-based fee governs. The \$15.00 minimum floor applies per return transaction, not per individual item within a multi-item return. This minimum fee reflects the administrative cost to Caraggio Network of processing, inspecting, and restocking any returned item regardless of its value, and is not subject to waiver or negotiation except at the express written discretion of Caraggio Network management.

8.5 Return-to-Stock Rate (RTS) Tiered Penalty System

Caraggio Network monitors each Dealer's Return-to-Stock (RTS) rate on a rolling twelve (12) month basis. The following handling charges apply in addition to any other applicable restocking fees:

DEALER RETURN RATE (RTS)	HANDLING CHARGE
Less than 8%	No handling charge
8% – 9.99%	10% handling charge
10% – 14.99%	15% handling charge
15% or greater	25% handling charge — Account review initiated

8.6 Non-Returnable Items

The following items are NEVER eligible for return under any circumstances, regardless of condition, return window status, or any other factor. No exceptions will be made:

- Special Order items — under any circumstance, without exception. Special Orders are non-cancellable and non-returnable as set forth in Section 4.4.
- Coilovers, suspension components, and height-adjustment systems that have been installed, modified, compressed, adjusted, or have had their ride height altered from the factory setting.
- Electronics, programmers, tuners, calibrators, ECU flash devices, and control modules — whether opened or unopened — that are more than thirty (30) days past the original invoice date. Once opened and/or used, electronic tuning and programming devices are never returnable regardless of the return window.
- Engine internals and components where the engine has been turned over, started, or where any component has been installed or torqued into position.
- Turbochargers, superchargers, and forced-induction kit components that have been installed, exposed to oil or coolant, have had hardware removed or installed, or show any evidence of use or installation.
- Wheels and/or tires that have been mounted, balanced, bead-seated, aired up, or driven on, regardless of mileage.
- Hazardous materials, items carrying ORM-D (Other Regulated Material — Domestic) labeling, lithium and lithium-ion batteries, paints, aerosols, chemicals, solvents, adhesives, and fire extinguishers.
- Items that have been installed, modified, painted, powder-coated, wrapped, drilled, welded, bent, coated, or altered in any physical or chemical way from their original as-delivered condition.
- Clearance, scratch-and-dent, open-box, liquidation, or final-sale designated items, as further governed by Section 8.6a.

- Items missing any portion of their original packaging, including manufacturer’s boxes, bags, foam inserts, hardware kits, installation instructions, warranty registration cards, or any other included component or documentation.
- Software, firmware update devices, DVDs, Blu-rays, digital content, and any other media that has been opened, registered, activated, or downloaded.
- Partial kits or assemblies from which any individual component, fastener, bracket, or piece has been removed, used, or separated from the original kit.
- Items purchased for resale that have been further distributed, transferred, sold, or delivered to any end customer or third party.
- Core deposits, which are subject to separate core return procedures and timelines as communicated by Caraggio Network at the time of purchase.

8.7 Return Shipping Responsibility

All return shipping costs are the sole responsibility of the Dealer. All return shipments must be insured for the full product value. Any loss or damage occurring during the return transit is the sole responsibility of the Dealer, and Caraggio Network will not issue credit for products lost or damaged in return transit. Caraggio Network will not accept collect or COD return shipments under any circumstances — such shipments will be refused and returned at Dealer's expense.

8.8 Fraud and Return Abuse

CARAGGIO NETWORK RESERVES THE RIGHT TO DENY ANY RETURN REQUEST AND TO TERMINATE ANY DEALER ACCOUNT FOUND TO BE ENGAGED IN FRAUDULENT RETURN ACTIVITY, SERIAL RETURN ABUSE, MISREPRESENTATION OF PRODUCT CONDITION, OR ANY ATTEMPT TO CIRCUMVENT THE RETURN POLICY. DEALERS WITH RTS RATES CONSISTENTLY EXCEEDING COMPANY AVERAGE MAY BE SUBJECT TO ADDITIONAL INSPECTION, LOSS OF RETURN PRIVILEGES, REDUCTION OF DISCOUNT LEVELS, AND/OR ACCOUNT TERMINATION.

8.9 Trial-Fit and Pre-Installation Inspection Requirement

ALL PARTS AND PRODUCTS MUST BE TRIAL-FITTED AND PHYSICALLY INSPECTED FOR CORRECT FITMENT, COMPATIBILITY, AND CONDITION BEFORE ANY INSTALLATION COMMENCES. ONCE A PRODUCT HAS BEEN INSTALLED IN ANY MANNER — EVEN PARTIALLY — IT IS CONSIDERED USED AND IS NO LONGER ELIGIBLE FOR RETURN, EXCHANGE, OR CREDIT UNDER ANY CIRCUMSTANCES. ITEMS THAT ARE RETURNED AND FOUND TO HAVE BEEN INSTALLED, PARTIALLY INSTALLED, SHOW TOOL MARKS, OR BEAR ANY EVIDENCE OF USE WILL BE REFUSED AND RETURNED TO DEALER AT DEALER'S EXPENSE. DEALER IS RESPONSIBLE FOR ENSURING THAT ITS CUSTOMERS AND TECHNICIANS TRIAL-FIT ALL PRODUCTS BEFORE INSTALLATION AND THAT CARAGGIO NETWORK IS NOTIFIED OF ANY FITMENT ISSUE BEFORE INSTALLATION BEGINS. CARAGGIO NETWORK WILL NOT ISSUE CREDIT FOR ITEMS DAMAGED DURING OR AFTER IMPROPER INSTALLATION OR CUSTOMER MISHANDLING.

8.10 Overboxing Requirement for All Return Shipments

All return shipments to Caraggio Network must be over-boxed in a separate outer shipping carton — exactly as Caraggio shipped the item to Dealer. The purpose of over-boxing is to protect the original manufacturer’s packaging from shipping damage, writing, labeling, or defacement. Dealer must not write on, apply tape directly to, or affix any shipping labels to the manufacturer’s original product box. The outer shipping carton must be sufficient to protect the contents from damage in transit. Any item that arrives at Caraggio Network without proper over-boxing and is found to be damaged, unsaleable, or in unacceptable condition as a result will be refused and returned to Dealer at Dealer’s expense without credit being issued. A repackaging fee of fifteen percent (15%) of the product value will be assessed on any approved return where the manufacturer’s original packaging has been written on, defaced, taped,

labeled, or is otherwise not in resalable condition. FedEx and UPS locations can assist with over-boxing materials if Dealer does not have the original outer carton.

8.11 No Refund on Original Shipping Charges, Handling Fees, or Return Fees

CREDIT WILL BE ISSUED FOR THE COST OF THE RETURNED PRODUCT ONLY, SUBJECT TO ALL APPLICABLE RESTOCKING, REPACKAGING, AND HANDLING FEES. UNDER NO CIRCUMSTANCES WILL CARAGGIO NETWORK REFUND, CREDIT, OR REIMBURSE ANY ORIGINAL OUTBOUND SHIPPING CHARGES, HANDLING FEES, DROP-SHIP FEES, FREIGHT SURCHARGES, OR ANY OTHER FEES CHARGED AT THE TIME OF ORIGINAL SALE. RETURN SHIPPING CHARGES PAID BY DEALER TO RETURN GOODS TO CARAGGIO NETWORK ARE ALSO NON-REFUNDABLE AND WILL BE DEDUCTED FROM ANY CREDIT ISSUED WHERE A CARAGGIO-PROVIDED RETURN LABEL IS USED. THIS POLICY APPLIES TO ALL RETURNS INCLUDING THOSE RESULTING FROM CUSTOMER DISSATISFACTION, INCORRECT ORDERING, AND CHANGE OF PLANS.

8.12 Promotional Items, Freebies, and Gift Cards Included with Orders

If any order includes a promotional item, free gift, gift card, bonus item, or any other complimentary product (“Freebie”) provided by Caraggio Network or a manufacturer in connection with the purchase, all such Freebies must be returned together with the primary product in order for any return to be processed. If the Freebie is not returned, or is returned in a condition that renders it non-resalable, the retail value of the Freebie will be deducted from the refund or credit issued to Dealer. Dealer is responsible for ensuring that all Freebies included with a shipment are accounted for and retained until the applicable return window has closed or the product has been successfully installed and accepted by the end customer.

8.13 Refund Method by Original Payment Type

All approved refunds will be issued using the same payment method used to place the original order, subject to the following schedule and conditions:

- Credit Card or Debit Card payments will be refunded to the original card used. Most card-issuing financial institutions process such refunds within two (2) to three (3) business days; smaller banks or credit unions may take five (5) to seven (7) business days;
- PayPal payments will be refunded back to the original PayPal account;
- Gift Card payments will be refunded in the form of a new Caraggio Network Gift Card of equivalent approved value;
- Wire Transfer payments will NOT be refunded via wire. A company check will be issued and mailed to the Dealer’s verified address on file. Additional processing time of up to fourteen (14) business days applies to check refunds; and
- Taxes assessed on Core charges are non-refundable in accordance with applicable state and local laws, regardless of whether the core is returned.

8.14 Return Processing Timeline, Inspection, and Credit Issuance

The Caraggio Network Returns Department processes approved returns in the order they are received. The standard processing time is five (5) to seven (7) Business Days from the date the returned item is physically received at the Caraggio Network facility. Transit time in shipping the product back to Caraggio Network is not included in this window — the clock begins only upon confirmed receipt at the facility. Processing times may be longer during peak seasons, high-volume periods, or as a result of inspection disputes. Caraggio Network is not able to issue a refund or credit until the inspection and approval process is fully complete. The Returns Department operates Monday through Friday, 10:00 AM to 3:00 PM Central Standard Time, and is closed on all federal holidays and Company-designated closure days. All parts returned are subject to full inspection. If Caraggio Network determines that a returned item was handled, installed, used, improperly packaged, or shipped back improperly, no refund or exchange will be issued and the item will be returned to Dealer at Dealer’s expense.

8.15 Online Returns Portal — Required Process for All Return Requests

The Caraggio Network Online Returns Portal is the required and preferred method for initiating all return requests. To begin a return, Dealer must: (1) access the Returns Portal through the Dealer's account; (2) locate the order using the order confirmation number or invoice number; (3) select the specific item(s) to be returned; (4) answer all required return questions accurately and completely; (5) obtain and print the Company-issued, bar-coded return shipping label; and (6) drop the properly packaged and over-boxed shipment at any authorized FedEx location. All UPS or FedEx return shipments must be accompanied by a Caraggio Network-issued bar-coded return label. Returns shipped using a self-generated or third-party label, without prior written authorization from Caraggio Network, may be refused. The cost of the discounted return shipping label, where provided by Caraggio Network, will be deducted from the refund or credit issued upon processing.

SECTION 9. WARRANTY DISCLAIMER

CARAGGIO NETWORK DISTRIBUTION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCTS IT SELLS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE MISSOURI UNIFORM COMMERCIAL CODE (RSMO §400.2-316).

ALL PRODUCTS SOLD BY CARAGGIO NETWORK ARE COVERED SOLELY BY THE APPLICABLE MANUFACTURER'S WARRANTY, IF ANY. CREDIT FOR DEFECTIVE MERCHANDISE WILL ONLY BE ISSUED AFTER THE PRODUCT HAS BEEN PHYSICALLY INSPECTED AND THE DEFECT CLAIM HAS BEEN APPROVED BY THE MANUFACTURER. THE COMPANY ACTS SOLELY AS A DISTRIBUTOR AND HAS NO AUTHORITY TO EXPAND, MODIFY, OR GUARANTEE ANY MANUFACTURER WARRANTY.

9.1 Pre-Installation Warranty Requirement

WARRANTY CLAIMS MUST BE MADE BEFORE ANY PRODUCT IS INSTALLED, MODIFIED, OR PLACED INTO SERVICE. ONCE A PRODUCT HAS BEEN INSTALLED, THE COMPANY WILL NOT ACCEPT ANY WARRANTY CLAIM UNLESS THE MANUFACTURER EXPRESSLY AGREES TO COVER INSTALLED DEFECTS UNDER ITS OWN WARRANTY POLICY. RACING AND COMPETITION PARTS ARE NOT COVERED BY WARRANTY ONCE USED IN COMPETITION OR INSTALLED FOR ANY PURPOSE.

9.2 Return Shipping for Warranty Items

Unless the manufacturer expressly agrees to cover return shipping costs, all return shipping for warranty items is the responsibility of the Dealer. The Company will not advance or reimburse return shipping costs for warranty claims.

9.3 No Oral Warranties

No employee, sales representative, agent, or other representative of Caraggio Network has authority to make any warranty, representation, or promise regarding any Product that is not expressly set forth in the manufacturer's written warranty. Any oral statement purporting to modify or expand this warranty disclaimer is void and unenforceable.

9.2 Warranty Claim Submissions Must Be Received Before Warranty Period Expires

All warranty claims and defective merchandise return requests must be submitted to Caraggio Network and received in writing on or before the expiration of the applicable manufacturer warranty period for the product in question. Caraggio Network will not process, facilitate, or forward to the manufacturer any warranty claim submitted after the warranty period has expired. Dealer is solely responsible for tracking

applicable warranty periods and submitting timely claims. Caraggio Network's failure to notify Dealer of an approaching warranty expiration does not extend the warranty period or create any obligation for Caraggio Network to process an untimely claim.

9.3 Disproportionate Warranty and Return Volumes — Additional Processing Fees

Caraggio Network provides warranty claim facilitation and return processing as a service to its Dealer base. If Caraggio Network determines, in its reasonable discretion, that any individual Dealer's warranty claim submissions, defective merchandise returns, or return-to-vendor requests are disproportionate relative to that Dealer's purchase volume during any rolling twelve (12) month period — including where the volume of warranty or return activity suggests misuse of the warranty facilitation service, submission of claims on behalf of other dealers, or use of the return process as a substitute for proper inventory management — Caraggio Network reserves the right to: (a) assess additional processing fees for each warranty claim or return request submitted in excess of a reasonable volume; (b) require pre-authorization for any warranty or return submission pending a review of Dealer's claim history; or (c) suspend warranty facilitation services for Dealer's account pending resolution of the disproportionate activity. Caraggio Network will provide written notice before assessing additional fees under this Section and will give Dealer a reasonable opportunity to respond.

SECTION 10. DAMAGE CLAIMS, SHIPMENT SHORTAGES, AND LOST PACKAGES

10.1 Damage Reporting Window

ALL DAMAGE CLAIMS MUST BE REPORTED TO CARAGGIO NETWORK WITHIN FORTY-EIGHT (48) HOURS OF RECEIPT OF THE SHIPMENT. FAILURE TO REPORT DAMAGE WITHIN THIS WINDOW CONSTITUTES AN ABSOLUTE WAIVER OF ALL DAMAGE CLAIMS, AND NO CREDIT OR REPLACEMENT WILL BE ISSUED FOR DAMAGE REPORTED OUTSIDE THIS PERIOD, REGARDLESS OF FAULT.

10.2 Damage Claim Procedure

Upon discovery of damage, Dealer must: (a) keep all original packing materials and outer packaging for carrier inspection; (b) photograph all damaged packaging and damaged items immediately; (c) report the damage to the carrier; and (d) contact Caraggio Network with photographic documentation and carrier claim information. Caraggio Network accepts zero responsibility for Dealers who discard or fail to preserve original packaging materials.

10.2a Formal Inspection Period — Three Business Days to Identify Nonconforming Goods

In addition to Dealer's obligation to report shipping damage within 48 hours under Section 10.1, Dealer shall inspect all products received from Caraggio Network within three (3) business days of receipt ("Inspection Period") to determine whether the products delivered conform to the products ordered. If any products are not the products ordered, are missing components, or are otherwise materially nonconforming with the applicable order or product specifications, Dealer must provide Caraggio Network with written notice specifically identifying each nonconformity in reasonable detail before expiration of the Inspection Period ("Inspection Notice"). Inspection Notice must be sent to support@caraggio.com and must include: (a) the applicable order number and invoice number; (b) each SKU or product affected; (c) the specific nonconformity observed for each affected product; and (d) photographic or other documentary evidence where available. Caraggio Network will, upon receipt of a valid Inspection Notice, determine in its reasonable discretion whether the identified nonconformities are confirmed, and if so, shall in its sole discretion either replace the nonconforming products with conforming products or refund the purchase price paid for the confirmed nonconforming items. These remedies are Dealer's exclusive remedies for receipt of nonconforming goods from Caraggio Network.

10.2b Waiver of Unspecified Nonconformities — Deemed Acceptance After Inspection Period

Dealer will be deemed to have fully inspected and unconditionally accepted all products received from Caraggio Network unless Dealer provides Caraggio Network with a written Inspection Notice pursuant to Section 10.2a before expiration of the three (3) business day Inspection Period. Any nonconformity, defect, shortage, or discrepancy that is not specifically identified in a timely Inspection Notice is permanently and irrevocably waived by Dealer and may not be raised as the basis of any claim, return request, or dispute at any future time, regardless of when the defect or nonconformity is discovered. Deemed acceptance does not limit Dealer's right to pursue a warranty claim directly against the manufacturer under the applicable manufacturer warranty for a product defect that was not apparent upon reasonable inspection during the Inspection Period.

10.3 Shipment Shortages

ALL SHORTAGES MUST BE REPORTED WITHIN FORTY-EIGHT (48) HOURS OF RECEIPT. DEALER MUST INSPECT ALL MERCHANDISE FOR DAMAGE AND MISSING ITEMS BEFORE SIGNING FOR DELIVERY. CARAGGIO NETWORK RESERVES THE RIGHT TO DENY CREDIT ON ALL SHORTAGES REPORTED AFTER DELIVERY HAS BEEN ACCEPTED AND SIGNED FOR WITHOUT NOTATION OF SHORTAGE ON THE DELIVERY RECEIPT.

10.4 Lost Packages — Police Report Requirement

For orders where tracking indicates delivery but Dealer or end-customer claims non-receipt, a formal police report must be filed and the report number provided to Caraggio Network before any replacement or credit will be considered. This requirement applies to all orders with a product value of Two Hundred Fifty Dollars (\$250.00) or greater. Caraggio Network reserves the right to require a police report for any order, regardless of value, at its sole discretion.

10.5 No Liability for Carrier Acts

Once title transfers to Buyer at the Caraggio Network shipping dock (FOB Origin), all risk of loss, damage, delay, or misdelivery in transit is borne by Buyer. Caraggio Network will provide reasonable assistance in filing carrier claims but is not a party to the carrier contract and bears no liability for carrier errors, delays, or losses.

10.6 Lost Packages — No Immediate Refund or Replacement; Mandatory Carrier Investigation Process

IN THE EVENT THAT A SHIPMENT IS REPORTED AS LOST IN TRANSIT, CARAGGIO NETWORK WILL NOT ISSUE ANY REFUND, CREDIT, OR REPLACEMENT SHIPMENT UNTIL THE CARRIER HAS FORMALLY COMPLETED ITS INVESTIGATION AND ISSUED A WRITTEN CONFIRMATION OF LOSS. CARRIER INVESTIGATIONS MAY TAKE UP TO TWENTY-ONE (21) CALENDAR DAYS OR LONGER DEPENDING ON THE CARRIER AND THE CIRCUMSTANCES OF THE CLAIM. CARAGGIO NETWORK WILL OPEN A CLAIM WITH THE CARRIER ON DEALER'S BEHALF AND WILL PROVIDE ALL AVAILABLE SHIPMENT DOCUMENTATION TO SUPPORT THE INVESTIGATION; HOWEVER, CARAGGIO NETWORK'S OBLIGATION IS STRICTLY LIMITED TO CLAIM ASSISTANCE AND DOES NOT INCLUDE ANY OBLIGATION TO ISSUE A REFUND, CREDIT, OR REPLACEMENT WHILE THE INVESTIGATION IS PENDING, REGARDLESS OF THE LENGTH OF THE INVESTIGATION OR ANY INCONVENIENCE OR BUSINESS LOSS SUFFERED BY DEALER DURING THAT PERIOD. NO REFUND WILL BE ISSUED IN ANY CASE OF PARCEL LOSS WHERE THE CARRIER DENIES THE CLAIM OR DETERMINES THAT DELIVERY WAS COMPLETED TO THE ADDRESS PROVIDED. DEALER'S SOLE REMEDY IN THE EVENT OF A CONFIRMED CARRIER LOSS IS EITHER A REPLACEMENT SHIPMENT (SUBJECT TO PRODUCT AVAILABILITY) OR A REFUND OF THE PRODUCT PURCHASE PRICE — AT CARAGGIO NETWORK'S SOLE ELECTION — FOLLOWING WRITTEN CARRIER CONFIRMATION OF LOSS.

To initiate a lost package claim, Dealer must: (a) confirm that the tracking status has shown no movement or update for a minimum of five (5) consecutive Business Days; (b) verify with all personnel at the delivery address that the package was not received or signed for; (c) submit a written lost package report to

Caraggio Network customer service with the order number, tracking number, and a written statement of non-receipt; and (d) for orders valued at Two Hundred Fifty Dollars (\$250.00) or more, file a police report and provide the report number to Caraggio Network as a condition of any refund or replacement consideration, as required under Section 10.4. Dealer acknowledges that title to the goods transferred to Dealer at FOB origin and that the carrier is an independent contractor, and therefore the resolution of any lost package claim is subject entirely to the carrier's investigation process and findings, over which Caraggio Network has no control.

10.7 Confirmed-Delivered Packages — No Refund or Replacement for Post-Delivery Loss, Theft, or Porch Piracy

ONCE CARRIER TRACKING INFORMATION CONFIRMS THAT A SHIPMENT HAS BEEN DELIVERED TO THE ADDRESS PROVIDED BY DEALER AT THE TIME OF ORDER, TITLE AND ALL RISK OF LOSS HAVE FULLY PASSED TO DEALER PURSUANT TO SECTION 7.1 (FOB ORIGIN). CARAGGIO NETWORK DOES NOT GUARANTEE, AND IS UNDER NO OBLIGATION TO PROVIDE, ANY REFUND, REPLACEMENT SHIPMENT, OR CREDIT FOR ANY PACKAGE THAT CARRIER TRACKING CONFIRMS WAS DELIVERED TO THE DESIGNATED DELIVERY ADDRESS, REGARDLESS OF WHETHER THE PACKAGE WAS SUBSEQUENTLY STOLEN, REMOVED FROM THE DELIVERY LOCATION, RECEIVED BY AN UNAUTHORIZED PERSON, MISDELIVERED TO AN INCORRECT LOCATION WITHIN THE ADDRESS PREMISES, OR OTHERWISE CLAIMED AS NOT RECEIVED BY DEALER OR DEALER'S CUSTOMER AFTER DELIVERY CONFIRMATION. THIS POLICY APPLIES REGARDLESS OF WHETHER DEALER OR DEALER'S CUSTOMER AUTHORIZED SIGNATURE-FREE DELIVERY, AND REGARDLESS OF WHETHER A SIGNATURE WAS OBTAINED AT THE TIME OF DELIVERY. DEALERS WHO EXPERIENCE CONFIRMED-DELIVERED PACKAGES THAT ARE CLAIMED AS STOLEN OR NOT RECEIVED MUST FILE A POLICE REPORT AND PROVIDE THE REPORT NUMBER TO CARAGGIO NETWORK AS A CONDITION OF ANY FURTHER CONSIDERATION. CARAGGIO NETWORK'S SOLE OBLIGATION IN SUCH CASES IS LIMITED TO PROVIDING AVAILABLE CARRIER DOCUMENTATION TO ASSIST DEALER IN ANY POLICE OR INSURANCE CLAIM. CARAGGIO NETWORK BEARS NO FINANCIAL LIABILITY FOR ANY CONFIRMED-DELIVERED PACKAGE THAT IS SUBSEQUENTLY LOST, STOLEN, OR CLAIMED AS NOT RECEIVED.

Dealer is solely responsible for ensuring that all delivery addresses provided to Caraggio Network are secure and appropriate for receiving unattended deliveries of automotive parts and accessories. Caraggio Network strongly recommends that Dealers require signature confirmation on all high-value shipments and that Dealers not direct shipments to unattended or unsecured delivery locations. Caraggio Network's election to assist with a carrier documentation request for a confirmed-delivered package does not constitute an admission of liability or an obligation to issue any refund or replacement.

SECTION 11. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF CARAGGIO NETWORK, CARAGGIO AUTOSPORTS LLC, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "CARAGGIO PARTIES") FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ORDER, ANY PRODUCT, OR ANY USE OF THE WEBSITE OR PLATFORM SHALL NOT EXCEED THE LESSER OF: (A) THE ACTUAL PURCHASE PRICE PAID BY DEALER FOR THE SPECIFIC PRODUCT OR ORDER GIVING RISE TO THE CLAIM, OR (B) ONE THOUSAND DOLLARS (\$1,000.00).

IN NO EVENT SHALL THE CARAGGIO PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLIED, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO: LOST PROFITS; LOSS OF REVENUE; LOSS OF BUSINESS OPPORTUNITY; LOSS OF GOODWILL; LOSS OF DATA; LOSS OF USE OF VEHICLE; LABOR COSTS; INSTALLATION OR REMOVAL COSTS; MECHANIC FEES; TOWING OR STORAGE COSTS; RENTAL VEHICLE COSTS; LOSS OF TIME; LOSS OF WAGES; OR ANY OTHER INDIRECT OR INCIDENTAL LOSS, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, STATUTE, EQUITY, OR OTHERWISE, AND WHETHER OR NOT THE CARAGGIO PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.1 UCC Remedy Limitation

PURSUANT TO MISSOURI REVISED STATUTES §400.2-719, DEALER'S EXCLUSIVE REMEDY FOR ANY DEFECTIVE OR NON-CONFORMING PRODUCT SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AT THE COMPANY'S SOLE ELECTION, OR REFUND OF THE PURCHASE PRICE. DEALER EXPRESSLY WAIVES ALL OTHER REMEDIES AVAILABLE UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW, INCLUDING THE RIGHT TO REVOKE ACCEPTANCE, COVER, OR PURSUE INCIDENTAL OR CONSEQUENTIAL DAMAGES.

11.2 No Labor or Installation Cost Recovery

CARAGGIO NETWORK EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR LABOR COSTS, INSTALLATION FEES, REMOVAL COSTS, MECHANIC CHARGES, LOST TIME, TOWING FEES, VEHICLE RENTAL COSTS, OR ANY OTHER INCIDENTAL EXPENSE INCURRED IN CONNECTION WITH THE PURCHASE, INSTALLATION, USE, REMOVAL, OR REPLACEMENT OF ANY PRODUCT, INCLUDING DEFECTIVE PRODUCTS. THIS DISCLAIMER APPLIES REGARDLESS OF WHETHER THE DEFECT WAS KNOWN OR SHOULD HAVE BEEN KNOWN BY THE COMPANY.

11.3 Basis of Bargain

Dealer acknowledges and agrees that the limitations of liability and exclusions of damages set forth in this Section are a fundamental element of the basis of the bargain between the parties and that Caraggio Network would not have entered into this Agreement or offered Products at the stated prices absent such limitations.

11.6 Sole Remedy for Dissatisfaction — Right to Discontinue Use

IF DEALER IS DISSATISFIED WITH ANY ASPECT OF THE CARAGGIO NETWORK PLATFORM, WEBSITE, API, SERVICES, PRODUCTS, OR ANY PROVISION OF THESE TERMS AND CONDITIONS, OR IF DEALER BELIEVES THAT CARAGGIO NETWORK HAS FAILED TO MEET ANY OBLIGATION UNDER THIS AGREEMENT IN ANY RESPECT, DEALER'S SOLE AND EXCLUSIVE REMEDY IS TO CANCEL DEALER'S MEMBERSHIP, CEASE ALL USE OF THE CARAGGIO NETWORK PLATFORM AND SERVICES, AND PURSUE ONLY THOSE LEGAL REMEDIES EXPRESSLY PROVIDED UNDER THIS AGREEMENT, INCLUDING THE LIMITED REMEDIES SET FORTH IN SECTION 11. DEALER EXPRESSLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE RELIEF, SPECIFIC PERFORMANCE, OR ANY OTHER EQUITABLE REMEDY IN CONNECTION WITH DISSATISFACTION WITH THE PLATFORM OR SERVICES, EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 16 (ARBITRATION) FOR INTELLECTUAL PROPERTY AND SECURITY MATTERS. CONTINUED USE OF THE CARAGGIO NETWORK PLATFORM OR SERVICES AFTER BECOMING AWARE OF ANY DISSATISFACTION OR DISPUTE CONSTITUTES DEALER'S ELECTION OF THAT REMEDY AND ACKNOWLEDGMENT THAT NO IRREPARABLE HARM EXISTS SUFFICIENT TO SUPPORT EMERGENCY INJUNCTIVE RELIEF.

SECTION 12. INDEMNIFICATION

DEALER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CARAGGIO NETWORK, CARAGGIO AUTOSPORTS LLC, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "CARAGGIO INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS), EVEN IF SUCH CLAIMS ARE GROUNDLESS, FRAUDULENT, OR FALSE, ARISING OUT OF OR RELATED TO:

- Any actual or alleged breach of any representation, warranty, or obligation of Dealer under this Agreement;

- Any alleged or actual defect in a product supplied to Dealer that was caused or contributed to by Dealer's improper installation, modification, abuse, or misuse;
- Any violation of local, state, or federal law by Dealer, including emissions regulations, safety regulations, and advertising laws;
- Any claim by Dealer's customers arising from products purchased by Dealer from Caraggio Network;
- Any fraudulent return, chargeback dispute, or misrepresentation made by Dealer;
- Any breach of Dealer's confidentiality obligations under this Agreement;
- Any defamatory, false, or commercially disparaging statement made by Dealer about Caraggio Network; and
- Any unauthorized use of Caraggio Network's intellectual property, trademarks, or confidential information.

12.2 Caraggio Network's Right to Control Defense of Indemnified Claims

Caraggio Network reserves the right, at its sole election and upon notice to Dealer, to assume exclusive control over the defense, investigation, and settlement of any claim, suit, proceeding, or demand for which Dealer is obligated to provide indemnification under Section 12.1 or any other provision of this Agreement. In such cases: (a) Dealer shall cooperate fully and promptly with Caraggio Network and its counsel, including by providing requested documents, witnesses, and information; (b) Dealer shall not, without Caraggio Network's prior written consent, make any admission of liability, offer any settlement, or take any other action in connection with the claim that could adversely affect Caraggio Network's interests or legal position; (c) Dealer shall not retain separate counsel to participate in the defense without Caraggio Network's prior written consent, which shall not be unreasonably withheld; and (d) all reasonable costs and expenses incurred by Caraggio Network in assuming and conducting the defense — including reasonable attorney's fees — shall constitute indemnifiable losses recoverable from Dealer under Section 12.1. Caraggio Network's election to control the defense does not limit or waive any other right or remedy Caraggio Network may have against Dealer under this Agreement or applicable law.

SECTION 13. INTELLECTUAL PROPERTY, TRADEMARKS, AND COPYRIGHT

13.1 Caraggio Trademark Protection

THE NAME "CARAGGIO," "CARAGGIO NETWORK," AND "CARAGGIO AUTOSPORTS" ARE FEDERALLY TRADEMARKED NAMES AND THE EXCLUSIVE PROPERTY OF CARAGGIO AUTOSPORTS LLC. THE CARAGGIO LOGO IS ALSO TRADEMARKED. NO PERSON OR ENTITY MAY USE, REPRODUCE, DISPLAY, OR INCORPORATE THE CARAGGIO NAME, LOGO, OR ANY CONFUSINGLY SIMILAR MARK IN ANY PRODUCT, SERVICE, DOMAIN NAME, COMPANY NAME, SOCIAL MEDIA HANDLE, ADVERTISEMENT, OR COMMUNICATION WITHOUT PRIOR WRITTEN CONSENT FROM AN AUTHORIZED OFFICER OF CARAGGIO AUTOSPORTS LLC. UNAUTHORIZED USE CONSTITUTES TRADEMARK INFRINGEMENT AND WILL BE PURSUED TO THE FULLEST EXTENT OF FEDERAL AND STATE LAW.

13.2 Copyright Protection

All content on the Caraggio Network Website and Platform, including text, graphics, logos, product data, images, pricing information, catalog data, and software, is the copyrighted property of Caraggio Network or its licensors. Unauthorized reproduction, distribution, modification, or republication of any Website content is strictly prohibited and constitutes copyright infringement actionable under 17 U.S.C. § 501 et seq.

13.3 Prohibition on Data Scraping and Automated Access

Dealer is expressly prohibited from using any automated tool, script, bot, spider, crawler, or similar mechanism to access, extract, copy, or aggregate any data from the Caraggio Network Platform,

including pricing data, catalog data, inventory levels, or product information. Violation of this prohibition constitutes a breach of this Agreement and may violate the Computer Fraud and Abuse Act, 18 U.S.C. § 1030.

13.3a Prohibition on Website Framing and Unauthorized Linking

FRAMING OF THE CARAGGIO NETWORK WEBSITE OR ANY PORTION THEREOF — MEANING THE DISPLAY OF ANY CARAGGIO NETWORK WEB PAGE, PORTAL PAGE, CATALOG PAGE, PRICING DATA, OR OTHER PLATFORM CONTENT WITHIN ANOTHER WEBSITE’S FRAME, IFRAME, BROWSER WINDOW, OR EMBEDDED ENVIRONMENT WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED OFFICER OF CARAGGIO AUTOSPORTS LLC — IS EXPRESSLY PROHIBITED. FRAMING IN ANY FORM VIOLATES CARAGGIO NETWORK’S INTELLECTUAL PROPERTY RIGHTS AND CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT. ANY PERSON OR ENTITY THAT FRAMES ANY PORTION OF THE CARAGGIO NETWORK PLATFORM WITHOUT AUTHORIZATION IS SUBJECT TO IMMEDIATE LEGAL ACTION FOR COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, AND ALL OTHER AVAILABLE LEGAL AND EQUITABLE REMEDIES.

Additionally, Dealer and all third parties are prohibited from “deep-linking” — meaning creating any hyperlink that bypasses the Caraggio Network homepage and links directly to any internal page, product listing, pricing page, catalog entry, account login, or any other sub-page of the Caraggio Network Website or Portal — without the prior written consent of Caraggio Autosports LLC. Caraggio Network reserves the right to disable or block any unauthorized links or frames at any time without notice and without liability. Any linking to the Caraggio Network Website must be to the homepage only, must not imply endorsement, sponsorship, or affiliation by Caraggio Network, must not display the Caraggio name or logo in a misleading manner, and must not frame or alter the visual presentation of any Caraggio Network page. Dealers wishing to link to or embed any Caraggio Network content must submit a written request to legal@caraggio.com and receive express written approval before doing so.

13.3c Prohibition on Linking That Implies Endorsement, Sponsorship, or Affiliation

Without the prior written consent of an authorized officer of Caraggio Autosports LLC, no person or entity may create or maintain any hyperlink or digital connection to the Caraggio Network website, Dealer Portal, or any Caraggio Network web page in any manner that: (a) implies or suggests that Caraggio Network endorses, sponsors, or is affiliated with the linking party or its products, services, or business; (b) uses any Caraggio Network name, trademark, or logo as the anchor text or visual element of the link without written authorization; (c) is reasonably likely to cause confusion or deception as to the linking party’s relationship with Caraggio Network; or (d) dilutes or tarnishes any Caraggio Network trademark or service mark. Caraggio Network reserves the right to require immediate removal of any non-compliant link and to pursue all available legal and equitable remedies against any party who maintains such an unauthorized link after receiving written notice to remove it. For clarity, a plain-text reference to “caraggio.com” as a supplier in a Dealer’s business materials, without use of Caraggio logos or implication of a closer relationship than an arms-length wholesale purchasing arrangement, does not require written consent under this Section.

13.3b Co-Branding Prohibition — Unauthorized Display of Caraggio Network Marks

DEALER IS EXPRESSLY PROHIBITED FROM DISPLAYING, PUBLISHING, OR OTHERWISE USING THE CARAGGIO NETWORK NAME, LOGO, TRADEMARK, SERVICE MARK, OR ANY OTHER IDENTIFYING MARK OR BRAND ELEMENT OF CARAGGIO AUTOSPORTS LLC (COLLECTIVELY, “CARAGGIO MARKS”) ON ANY WEBSITE, SOCIAL MEDIA PROFILE, MARKETING MATERIAL, ADVERTISEMENT, PACKAGING, OR OTHER MEDIUM NOT EXPRESSLY AFFILIATED WITH AND APPROVED BY CARAGGIO NETWORK, WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED OFFICER OF CARAGGIO AUTOSPORTS LLC. CO-BRANDING — DEFINED AS THE USE OF CARAGGIO MARKS ALONGSIDE OR IN ASSOCIATION WITH A DEALER’S OWN BRAND OR ANY THIRD-PARTY BRAND IN A MANNER THAT IMPLIES PARTNERSHIP, ENDORSEMENT, SPONSORSHIP, OR AFFILIATION — IS STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION. UNAUTHORIZED CO-BRANDING CONSTITUTES TRADEMARK INFRINGEMENT AND A MATERIAL BREACH OF THIS AGREEMENT ENTITLING CARAGGIO NETWORK TO IMMEDIATE ACCOUNT TERMINATION AND ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES INCLUDING INJUNCTIVE

RELIEF, ACTUAL DAMAGES, AND STATUTORY DAMAGES UNDER THE LANHAM ACT (15 U.S.C. § 1125). DEALERS WISHING TO REFERENCE THEIR CARAGGIO NETWORK MEMBERSHIP IN MARKETING MUST SUBMIT A WRITTEN REQUEST TO LEGAL@CARAGGIO.COM AND RECEIVE EXPRESS WRITTEN APPROVAL SPECIFYING THE APPROVED USE BEFORE DOING SO.

13.4 Designated DMCA Agent

Caraggio Network respects the intellectual property rights of others. To report claims of copyright infringement under the Digital Millennium Copyright Act, 17 U.S.C. § 512, please contact the Company's designated DMCA Agent:

Caraggio Autosports LLC — DMCA Agent

555 Fee Fee Rd., Maryland Heights, MO 63043

Phone: (800) 546-6180

Email: legal@caraggio.com

13.5 Manufacturer Content

Instructional materials, technical specifications, installation guides, and product content provided on the Website have been provided by and remain the property of the respective manufacturers. Caraggio Network is not liable for any discrepancies or claims arising from reliance on manufacturer-supplied instructional materials.

SECTION 14. DEFAMATION, COMMERCIAL DISPARAGEMENT, AND SOCIAL MEDIA CONDUCT

14.1 Consumer Review Fairness Act Compliance

Caraggio Network complies with the Consumer Review Fairness Act (CRFA), 15 U.S.C. § 45b. Nothing in this Agreement prohibits any Dealer or customer from leaving honest, good-faith, factually accurate reviews or opinions about their experience with the Company or its products.

14.2 Prohibition on Defamatory and False Statements

DEALER EXPRESSLY ACKNOWLEDGES AND AGREES THAT CARAGGIO NETWORK WILL PURSUE ALL AVAILABLE LEGAL REMEDIES UNDER MISSOURI DEFAMATION LAW (RSMO § 537.020), THE COMMON LAW TORT OF INJURIOUS FALSEHOOD, AND ALL APPLICABLE FEDERAL AND STATE LAW AGAINST ANY PERSON OR ENTITY THAT PUBLISHES, POSTS, BROADCASTS, OR OTHERWISE COMMUNICATES FALSE STATEMENTS OF FACT ABOUT CARAGGIO NETWORK, ITS PRODUCTS, ITS EMPLOYEES, OR ITS BUSINESS PRACTICES. STATEMENTS THAT ARE NOT HONEST OPINIONS BUT RATHER KNOWINGLY FALSE FACTUAL ASSERTIONS MADE WITH ACTUAL MALICE OR RECKLESS DISREGARD FOR THEIR TRUTH ARE ACTIONABLE AND WILL BE PURSUED TO THE FULLEST EXTENT OF THE LAW.

14.3 Actionable Conduct

The following conduct is prohibited and may result in civil legal action for defamation, injurious falsehood, commercial disparagement, and/or tortious interference:

- Publishing or posting any statement known to be false about Caraggio Network's products, services, pricing, employees, or business practices on any platform, including Google, Yelp, Facebook, Instagram, X (Twitter), Reddit, YouTube, or any other public forum;
- Making any false claim that Caraggio Network engaged in fraud, deceptive practices, illegal activity, or dishonest dealing;
- Posting any communication specifically designed to cause financial harm to Caraggio Network through false or misleading statements;

- Coordinating with other individuals to post negative content designed to damage the Company's reputation through false or misleading information;
- Disclosing any Caraggio Network Confidential Information on any public platform for the purpose of damaging the Company's competitive position;
- Impersonating any Caraggio Network employee or representative on any platform.

14.4 Remedies for Defamation and Commercial Disparagement

In the event of actionable defamatory or commercially disparaging conduct, Caraggio Network reserves the right to seek: (a) emergency injunctive relief requiring immediate removal of false content; (b) compensatory damages for all provable economic harm, including lost business opportunities and reputational damage; (c) punitive damages where malice is established under Missouri law; (d) attorney's fees and all costs of litigation; and (e) any other legal or equitable remedy available under Missouri and federal law. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees.

14.5 Honest Reviews — Not Prohibited

For clarity, Caraggio Network does not prohibit and will not retaliate against Dealers or customers who post honest, factually accurate, good-faith reviews or opinions — whether positive or negative — about their actual experience with the Company. Only false statements of fact, fabricated claims, or content posted with actual malice or reckless disregard for truth is actionable.

SECTION 15. OFF-ROAD USE, EMISSIONS COMPLIANCE, AND PRODUCT SAFETY

15.1 Race / Off-Road Use Designation

UNLESS EXPLICITLY STATED OTHERWISE IN WRITING BY THE MANUFACTURER, ALL PRODUCTS SOLD BY CARAGGIO NETWORK ARE DESIGNATED FOR RACE USE AND OFF-ROAD COMPETITION ONLY, LIMITED TO RACING FORMALLY SANCTIONED BY A RECOGNIZED RACING ORGANIZATION. ANY OTHER USE, INCLUDING RECREATIONAL OFF-ROAD USE, STREET USE, OR PUBLIC HIGHWAY USE, MAY VIOLATE LOCAL, STATE, AND FEDERAL LAWS.

15.2 Emissions Compliance — Buyer's Responsibility

CARAGGIO NETWORK DOES NOT IMPLICITLY OR EXPLICITLY CONFIRM THE LEGALITY OR EMISSIONS COMPLIANCE STATUS OF ANY PRODUCT FOR USE ON PUBLIC ROADS IN ANY JURISDICTION. COMPLIANCE WITH THE CLEAN AIR ACT (42 U.S.C. § 7401 ET SEQ.), CALIFORNIA AIR RESOURCES BOARD (CARB) REGULATIONS, EPA TITLE II REGULATIONS, AND ALL STATE AND LOCAL EMISSIONS LAWS IS ENTIRELY THE RESPONSIBILITY OF THE DEALER AND END CONSUMER. UNDER CALIFORNIA VEHICLE CODE § 27156 AND CALIFORNIA VEHICLE CODE § 38391, IT IS UNLAWFUL TO INSTALL, SELL, OFFER FOR SALE, OR ADVERTISE ANY DEVICE, APPARATUS, OR MECHANISM INTENDED FOR USE WITH, OR AS PART OF, ANY REQUIRED MOTOR VEHICLE POLLUTION-CONTROL DEVICE OR SYSTEM THAT ALTERS OR MODIFIES THE ORIGINAL DESIGN OR PERFORMANCE OF SUCH DEVICE OR SYSTEM, UNLESS THE PRODUCT HAS BEEN GRANTED A CARB EXECUTIVE ORDER (E.O.) NUMBER BASED ON EMISSIONS TESTING OR MEETS THE REQUIREMENTS OF MEMORANDUM 1A OF THE CLEAN AIR ACT. DEALER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR VERIFYING THAT ANY PRODUCT SOLD TO CALIFORNIA RESIDENTS OR INSTALLED ON VEHICLES REGISTERED IN CALIFORNIA IS EITHER (A) CARB-EXEMPT WITH A VALID E.O. NUMBER, (B) NOT A POLLUTION-CONTROL DEVICE SUBJECT TO THESE RESTRICTIONS, OR (C) EXPRESSLY DESIGNATED FOR OFF-ROAD OR RACING USE ONLY AND SOLD ONLY TO BUYERS WHO REPRESENT THE VEHICLE WILL NOT BE OPERATED ON PUBLIC ROADS. CARAGGIO NETWORK EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY FINE, PENALTY, ENFORCEMENT ACTION, VEHICLE CODE VIOLATION, OR LEGAL CONSEQUENCE ARISING FROM THE INSTALLATION OR USE OF ANY PRODUCT IN VIOLATION OF ANY EMISSIONS REGULATION OR CALIFORNIA VEHICLE CODE PROVISION.

15.3 NHTSA Safety Compliance

Federal law prohibits manufacturers, distributors, and dealers from selling or installing any device that renders inoperable any safety system required by Federal Motor Vehicle Safety Standards (FMVSS). Dealer is solely responsible for ensuring compliance with all applicable NHTSA regulations in connection with the installation and sale of any product purchased from Caraggio Network.

15.4 California Proposition 65

Some products sold by Caraggio Network may contain chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm. Dealers selling to California consumers are solely responsible for compliance with California's Proposition 65 warning requirements (Health & Safety Code § 25249.5 et seq.) and all other applicable state-specific chemical disclosure laws. Caraggio Network makes no representation regarding Proposition 65 compliance of any specific product.

15.5 Assumption of Risk

Dealer acknowledges that the purchase, installation, and use of performance automotive parts involves inherent risks, including but not limited to vehicle damage, personal injury, and death. Dealer assumes all risks associated with the purchase and use of Products and agrees to communicate all applicable warnings to end consumers.

15.6 Aviation and Aircraft Use — Absolute Prohibition and Mandatory Refusal of Sale

CARAGGIO NETWORK WILL NOT KNOWINGLY SELL ANY PRODUCT TO ANY PERSON OR ENTITY FOR USE ON, IN, OR IN CONNECTION WITH ANY AIRCRAFT, ROTORCRAFT, UNMANNED AERIAL VEHICLE (UAV/DRONE), OR ANY OTHER DEVICE INTENDED FOR FLIGHT OF ANY KIND. IF THE STATED OR APPARENT PURPOSE OF ANY PURCHASE IS THE USE OF CARAGGIO NETWORK PRODUCTS ON ANY AIRCRAFT OR FLIGHT DEVICE, CARAGGIO NETWORK RESERVES THE RIGHT AND OBLIGATION TO REFUSE THAT SALE WITHOUT LIABILITY. DEALER EXPRESSLY REPRESENTS AND WARRANTS THAT NONE OF THE PRODUCTS PURCHASED THROUGH THE CARAGGIO NETWORK PLATFORM WILL BE INSTALLED ON, INCORPORATED INTO, OR USED IN CONNECTION WITH ANY AIRCRAFT, DRONE, OR FLIGHT DEVICE OF ANY KIND. PARTS INTENDED FOR AVIATION USE MUST RECEIVE SPECIAL APPROVAL FROM THE APPLICABLE AVIATION AUTHORITY IN THE RELEVANT JURISDICTION (INCLUDING BUT NOT LIMITED TO THE FAA, EASA, OR TRANSPORT CANADA) BEFORE INSTALLATION, AND CARAGGIO NETWORK MAKES NO REPRESENTATION THAT ANY PRODUCT IT SELLS IS CERTIFIED, APPROVED, OR SUITABLE FOR AVIATION USE. DEALER AGREES TO INDEMNIFY AND HOLD HARMLESS CARAGGIO NETWORK FROM AND AGAINST ALL CLAIMS, LOSSES, LIABILITIES, INJURIES, DEATHS, AND DAMAGES ARISING FROM ANY USE OF CARAGGIO NETWORK PRODUCTS ON ANY AIRCRAFT OR FLIGHT DEVICE, REGARDLESS OF WHETHER SUCH USE WAS DISCLOSED TO CARAGGIO NETWORK AT THE TIME OF PURCHASE.

This prohibition applies regardless of whether any product is marketed or labeled for automotive, off-road, or general performance use. The automotive aftermarket designation of any product sold by Caraggio Network does not constitute certification, approval, or suitability for aviation use. Caraggio Network Products are sold exclusively for ground vehicle applications unless otherwise expressly stated in writing by an authorized officer of Caraggio Autosports LLC.

SECTION 16. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. THIS SECTION REQUIRES BINDING ARBITRATION OF ALL DISPUTES AND WAIVES YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN CLASS ACTION PROCEEDINGS.

16.1 Agreement to Arbitrate

Except as provided in Section 16.5, any and all disputes, claims, controversies, or causes of action between Dealer and Caraggio Network arising out of or relating to this Agreement, any Order, any Product, any use of the Website or Platform, or any aspect of the relationship between the parties ("Dispute") shall be resolved exclusively by binding individual arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, or, at Caraggio Network's election, the JAMS Comprehensive Arbitration Rules.

16.2 Pre-Arbitration Dispute Resolution

Before initiating arbitration, the party asserting a claim must first send a written notice of dispute (the "Notice") to the other party. The Notice must: (a) be personally signed by the sending party (and by the party's attorney if represented by counsel); (b) identify the specific transaction or account at issue with sufficient detail to allow the receiving party to investigate; (c) describe in detail the nature and basis of the claim; and (d) state the specific relief sought, including a detailed damages calculation. Dealer's Notice to Caraggio Network must be sent by certified mail to Caraggio Autosports LLC, Attn: Legal, 555 Fee Fee Rd., Maryland Heights, MO 63043, or by email to legal@caraggio.com. For a period of sixty (60) days from the date of receipt of a complete and compliant Notice (the "Informal Resolution Period"), the parties shall work together in good faith to resolve the dispute. If requested by Caraggio Network, Dealer agrees to personally participate in at least one individualized telephone or video settlement conference during the Informal Resolution Period; if requested by Dealer, Caraggio Network agrees to make an authorized representative available for such a conference. COMPLIANCE WITH THIS INFORMAL DISPUTE RESOLUTION PROCESS IS MANDATORY AND A CONDITION PRECEDENT TO INITIATING ARBITRATION. If the dispute is not resolved within the Informal Resolution Period (which may be extended by written agreement of the parties), either party may then commence arbitration as set forth in Section 16.3. ALL APPLICABLE STATUTES OF LIMITATIONS AND FILING DEADLINES SHALL BE TOLLED DURING THE ENTIRE INFORMAL RESOLUTION PERIOD, FROM THE DATE OF RECEIPT OF THE NOTICE THROUGH THE LATER OF: (I) THE EXPIRATION OF THE SIXTY (60) DAY INFORMAL RESOLUTION PERIOD; OR (II) THE DATE ANY AGREED EXTENSION EXPIRES. A PARTY WHO FAILS TO COMPLY WITH THIS MANDATORY PRE-ARBITRATION PROCESS SHALL NOT BE PERMITTED TO INITIATE ARBITRATION UNTIL FULL COMPLIANCE IS ACHIEVED, AND ANY ARBITRATION FILING MADE IN VIOLATION OF THIS REQUIREMENT SHALL BE DISMISSED.

16.3 Arbitration Rules and Procedures

Arbitration shall take place in St. Louis County, Missouri, before a single neutral arbitrator. The arbitrator shall apply Missouri substantive law and shall have authority to award all remedies available in an individual action at law or in equity. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. All arbitration proceedings shall be confidential.

16.4 Class Action and Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) ALL DISPUTES MUST BE RESOLVED ON AN INDIVIDUAL BASIS ONLY. DEALER WAIVES ALL RIGHTS TO BRING OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, CONSOLIDATED PROCEEDING, OR REPRESENTATIVE ACTION AGAINST CARAGGIO NETWORK; (B) NO ARBITRATOR MAY CONSOLIDATE CLAIMS OF MORE THAN ONE PERSON OR ENTITY OR PRESIDE OVER ANY CLASS OR REPRESENTATIVE PROCEEDING; AND (C) BOTH DEALER AND CARAGGIO NETWORK EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY TRANSACTION WITH CARAGGIO NETWORK.

16.5 Exceptions to Arbitration

Notwithstanding the foregoing, either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm, including but not limited to: misappropriation of intellectual property, breach of confidentiality obligations, defamatory conduct, or fraudulent activity. Such emergency relief may be sought without prejudice to the parties' obligation to arbitrate all other Disputes.

16.6 Statute of Limitations

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY ORDER, OR ANY PRODUCT PURCHASED FROM CARAGGIO NETWORK — WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY — MUST BE FILED WITHIN ONE (1) YEAR AFTER THE EARLIER OF: (A) THE DATE ON WHICH THE CLAIM OR CAUSE OF ACTION AROSE; OR (B) THE DATE OF DELIVERY OF THE PRODUCT GIVING RISE TO THE CLAIM. FOR CLAIMS NOT INVOLVING A SPECIFIC PRODUCT DELIVERY, THE ONE-YEAR PERIOD RUNS FROM THE DATE THE CLAIMANT KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM. ANY CLAIM NOT FILED WITHIN THIS SHORTENED LIMITATIONS PERIOD IS PERMANENTLY BARRED, REGARDLESS OF ANY STATUTORY LIMITATIONS PERIOD THAT WOULD OTHERWISE APPLY. THE PARTIES EXPRESSLY AGREE THAT THIS CONTRACTUAL LIMITATIONS PERIOD IS REASONABLE AND FORMS PART OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

SECTION 17. GOVERNING LAW AND VENUE

This Agreement and all disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of law principles. Any legal proceeding not subject to mandatory arbitration (including emergency injunctive relief proceedings) shall be brought exclusively in the state or federal courts located in St. Louis County, Missouri. Dealer irrevocably consents to the personal jurisdiction and venue of such courts and waives all objections to such jurisdiction and venue, including any claim of inconvenient forum.

17.1a Exclusion of the United Nations Convention on the International Sale of Goods

The United Nations Convention on Contracts for the International Sale of Goods (CISG), as amended or supplemented from time to time, shall not apply to this Agreement, to any transaction contemplated hereby, or to any dispute arising out of or related to this Agreement. The parties expressly and irrevocably exclude the application of the CISG in its entirety. This exclusion applies regardless of whether either party is domiciled in, or the transaction has any connection to, a CISG signatory nation. All matters of contract formation, interpretation, performance, breach, and remedies shall be governed exclusively by the laws of the State of Missouri as set forth in Section 17, without any reference to or application of the CISG or any other international commercial law convention.

SECTION 18. FORCE MAJEURE

Caraggio Network shall not be liable for any delay or failure to perform any obligation under this Agreement due to any cause beyond the Company's commercially reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; epidemic; pandemic; public health emergency; government action or regulation; labor disputes; strikes or work stoppages; war; terrorism; civil disturbance or riot; power outages; satellite or telecommunications failure; carrier delays; supply chain disruptions; manufacturer production stoppages; or any other event that makes performance commercially impracticable. In the event of a force majeure event, the Company's obligations shall be suspended for the duration of such event, and the Company shall use commercially reasonable efforts to resume performance as soon as practicable.

18.1 Payment Obligations Not Excused by Force Majeure

Notwithstanding any other provision of Section 18, Dealer's payment obligations to Caraggio Network under this Agreement are not subject to, and shall not be excused, suspended, reduced, or delayed by, any Force Majeure Event affecting Dealer's business or operations. Dealer's obligation to pay all outstanding invoices, account balances, finance charges, and any other amounts owed to Caraggio Network shall remain in full force and effect regardless of any Force Majeure Event, including without

limitation any event affecting Dealer's ability to operate, generate revenue, or conduct business. If Dealer's business is affected by a Force Majeure Event, Dealer must notify Caraggio Network as soon as reasonably practicable and must make all reasonable efforts to fulfill its payment obligations. Caraggio Network may, in its sole discretion, agree to modified payment arrangements in writing, but is under no obligation to do so, and Dealer's failure to pay during a Force Majeure Event constitutes a material breach of this Agreement.

SECTION 19. REGULATORY COMPLIANCE, EXPORTS, AND SCREENING

19.1 OFAC and Export Controls

Caraggio Network complies with all sanctions, export controls, and applicable laws maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and the U.S. Department of Commerce Bureau of Industry and Security. All Dealers must comply with applicable laws governing economic sanctions and export controls, including OFAC sanctions, and must not cause Caraggio Network to violate any such regulations. All commodities, technology, and software are exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

19.2 Third-Party Compliance Screening

Caraggio Network is partnered with a third-party screening agency to detect and prevent crime, including money laundering, fraud, sanctions breaches, bribery, and corruption. All Dealers are screened at initial engagement and will be regularly screened thereafter. Caraggio Network protects Dealer data collected through screenings and keeps all such data secure and confidential. The Company reserves the right to make business decisions, including account termination, based on information learned through this screening process.

19.3 Resale Certification

Dealer certifies that all items purchased from Caraggio Network are purchased exclusively for resale and not for personal consumption. Dealer requests that Caraggio Network not collect state-specific sales tax because all items are for resale. Dealer shall collect and remit all applicable sales or use taxes to the appropriate governing bodies for all retail sales and subsequently consumed items. Dealer indemnifies and holds Caraggio Network harmless from any tax liability arising from Dealer's failure to collect and remit applicable taxes.

19.3a Tax Responsibility — Dealer's Obligation to Remit Applicable Taxes

Caraggio Autosports LLC is headquartered in Missouri. Where required by applicable law — including Caraggio Network's nexus obligations in Missouri and any other state in which Caraggio Network has established a tax collection obligation — Caraggio Network will collect and remit sales tax, use tax, and other applicable transaction taxes on orders placed through the platform, calculated based on the shipping destination address and applicable state and local tax rates at the time of transaction. Dealer acknowledges and agrees that: (a) Caraggio Network's determination of applicable taxes reflects its good-faith interpretation of its collection obligations and is based on the shipping address provided by Dealer at the time of order; (b) Dealers located in states where Caraggio Network does not collect sales or use tax — whether because Caraggio Network lacks nexus in that state, because Dealer has provided a valid resale certificate pursuant to Section 19.3, or for any other reason — are solely and exclusively responsible for independently calculating, reporting, and remitting to the appropriate tax authority any and all sales tax, use tax, or other transaction tax legally owed in their state or local jurisdiction on purchases from Caraggio Network; (c) Caraggio Network's failure to collect or charge tax on any transaction does not constitute a representation that no tax is owed, and Dealer may not rely on such non-collection as authority for non-payment; and (d) Dealer shall indemnify and hold harmless Caraggio Network from any tax liability, penalty, interest, fine, or assessment — including costs of audit defense

— arising from Dealer’s failure to self-remit applicable taxes on any transaction, including any federal, state, or local taxing authority enforcement action directed at transactions involving Dealer’s purchases from Caraggio Network.

19.4 ADA Compliance

Caraggio Network has made commercially reasonable efforts to ensure its website meets WCAG 2.1 accessibility standards and complies with Title III of the Americans with Disabilities Act. Users may contact the Company with any questions or concerns regarding accessibility.

19.4a California Transparency in Supply Chains Act and Human Trafficking Disclosure

Caraggio Autosports LLC is committed to ethical business practices and combating slavery and human trafficking in its supply chain. In compliance with the California Transparency in Supply Chains Act (Cal. Civ. Code § 1714.43), Caraggio Network makes the following disclosures: (a) Verification: supply chain risk evaluation is conducted through our supplier onboarding, compliance screening, and OFAC review processes described in Section 19.2; (b) Certification: primary suppliers are required to certify compliance with laws regarding slavery and human trafficking in the countries in which they operate; (c) Internal Accountability: employees and contractors are subject to disciplinary action up to and including immediate termination for violations of human trafficking and slavery standards; and (d) Training: Caraggio Network provides awareness resources to relevant personnel regarding human trafficking risks in supply chains. For questions about these disclosures, contact compliance@caraggio.com.

19.4b No Right to Resell, Sublicense, or Transfer Platform Access or Services

DEALER EXPRESSLY ACKNOWLEDGES THAT THE CARAGGIO NETWORK B2B DEALER MEMBERSHIP, API DATA ACCESS SUBSCRIPTION, API BRAND ADD-ON SUBSCRIPTIONS, PLATFORM ACCESS CREDENTIALS, AND ALL OTHER CARAGGIO NETWORK DIGITAL SERVICES ARE LICENSED SOLELY FOR DEALER’S OWN INTERNAL BUSINESS USE AND MAY NOT BE: (A) RESOLD, SUBLICENSED, RENTED, LEASED, LOANED, OR TRANSFERRED TO ANY THIRD PARTY FOR ANY CONSIDERATION OR NO CONSIDERATION WHATSOEVER; (B) USED TO PROVIDE PLATFORM ACCESS OR BENEFIT TO ANY THIRD-PARTY BUSINESS THAT HAS NOT BEEN INDIVIDUALLY ENROLLED UNDER ITS OWN SEPARATE CARAGGIO NETWORK DEALER MEMBERSHIP; (C) BUNDLED WITH OR OFFERED AS PART OF ANY THIRD-PARTY PRODUCT OR SERVICE WITHOUT PRIOR WRITTEN CONSENT; OR (D) TRANSFERRED IN CONNECTION WITH ANY SALE, MERGER, OR CHANGE OF OWNERSHIP OF DEALER’S BUSINESS WITHOUT THE PRIOR WRITTEN APPROVAL OF AN AUTHORIZED OFFICER OF CARAGGIO AUTOSPORTS LLC. ANY UNAUTHORIZED RESALE, SUBLICENSE, OR TRANSFER OF PLATFORM ACCESS OR SERVICES CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND ENTITLES CARAGGIO NETWORK TO IMMEDIATE ACCOUNT TERMINATION, FORFEITURE OF ALL SUBSCRIPTION FEES PAID, AND CIVIL LEGAL ACTION FOR ALL RESULTING DAMAGES INCLUDING LOST REVENUE AND ATTORNEY’S FEES.

19.5 Closed Captioning

Caraggio Network complies with all applicable Federal Communications Commission rules and regulations regarding closed captioning of video content.

SECTION 20. GENERAL PROVISIONS

20.1 Entire Agreement

This Agreement, together with the Caraggio Network Return Policy, MAP Policy notices, and any currently effective Dealer Agreement or written authorization, constitutes the entire and exclusive agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings, whether written or oral.

20.1b No Reliance on Outside Representations, Warranties, or Assurances

Each party represents and warrants to the other that, in entering into this Agreement, neither party has relied upon, and neither party shall have any right or remedy based upon, any statement, representation, warranty, assurance, promise, or undertaking made by or on behalf of the other party that is not expressly set forth in the written text of this Agreement. This includes, without limitation, any statement made by Caraggio Network's sales representatives, customer service personnel, account managers, or any other employee or agent of Caraggio Autosports LLC during the account enrollment process, during any sales conversation, or at any other time prior to or after acceptance of this Agreement. Dealer acknowledges that it has not relied on any oral or written communication, marketing material, promotional representation, product demonstration, or other statement outside this Agreement as an inducement to enter into or continue this Agreement. Nothing in this Section limits or excludes any liability that cannot be limited or excluded under applicable law, including liability for fraudulent misrepresentation; however, Dealer expressly waives any claim based on non-fraudulent misrepresentation or negligent misrepresentation arising from any statement or communication not expressly incorporated into this Agreement.

20.1a Electronic Agreement Admissible as Business Record

A printed version of this Agreement, any notice given by Caraggio Network to Dealer in electronic form, any clickwrap acceptance record, any order confirmation, invoice, or other communication transmitted electronically between the parties shall be admissible in any judicial, arbitral, or administrative proceeding to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that: (a) this Agreement was entered into electronically pursuant to the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq., and applicable state electronic signature laws, and that Dealer's electronic acceptance constitutes a valid, binding, and enforceable signature; (b) Caraggio Network's records of Dealer's acceptance, including timestamp, IP address, account identifier, and acceptance mechanism, constitute competent evidence of Dealer's agreement to these Terms and Conditions under the Federal Rules of Evidence and applicable state evidentiary rules; and (c) Dealer may not challenge the admissibility or evidentiary weight of this Agreement or any Caraggio Network business record on the grounds that it was created, transmitted, or maintained in electronic form.

20.2 No Oral Modifications

NO TERM OR PROVISION OF THIS AGREEMENT MAY BE MODIFIED, WAIVED, OR DISCHARGED ORALLY. NO CARAGGIO NETWORK EMPLOYEE, SALES REPRESENTATIVE, OR AGENT HAS AUTHORITY TO ORALLY MODIFY, WAIVE, OR CONTRADICT ANY PROVISION OF THIS AGREEMENT. ALL MODIFICATIONS MUST BE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF CARAGGIO AUTOSPORTS LLC TO BE VALID AND ENFORCEABLE.

20.3 No Waiver by Course of Dealing

No course of dealing, prior accommodation, exception, or past waiver by Caraggio Network shall constitute a modification of this Agreement or a waiver of any right or remedy. The Company's failure to enforce any provision of this Agreement on any occasion shall not be construed as a waiver of such provision or of the right to enforce it on any future occasion.

20.4 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions shall continue in full force and effect.

20.4a English Language Controls

It is the express wish of the parties that this Agreement, and all related documents, notices, communications, and legal instruments arising under or in connection with this Agreement, be written and interpreted exclusively in the English language. The English language version of this Agreement is the authoritative, controlling, and definitive version. If this Agreement or any portion thereof is translated

into any other language — whether by Caraggio Network, Dealer, or any third party — for convenience, reference, or any other purpose, such translation shall have no legal force or effect and shall not be used to interpret, construe, modify, or contradict the English language version. In the event of any conflict, ambiguity, or inconsistency between the English language version and any translation, the English language version shall govern in all respects. Dealer may not assert that any non-English translation of this Agreement constitutes the operative agreement between the parties, nor may Dealer assert that the English language version is unenforceable on the grounds that Dealer does not read, write, or speak English, as Dealer has had the opportunity to obtain independent translation and legal advice prior to acceptance.

20.5 Survival

The following sections shall survive the termination or expiration of this Agreement and any Dealer account for any reason: Section 3 (Confidentiality), Section 6.4 through 6.9 (Financial Obligations), Section 9 (Warranty Disclaimer), Section 11 (Limitation of Liability), Section 12 (Indemnification), Section 13 (Intellectual Property), Section 14 (Defamation and Social Media), Section 16 (Arbitration), Section 17 (Governing Law), and this Section 20.

20.6 Account Suspension vs. Termination

Caraggio Network may suspend a Dealer account (temporarily restricting access and order placement) for curable violations, including overdue payments, compliance issues, or pending investigations. Account termination (permanent closure) may occur for material, repeated, or uncured violations. Upon account termination, all outstanding orders are cancelled, all credits are forfeited and applied to outstanding balances, and all access privileges are immediately revoked. Caraggio Network is not liable for any damages resulting from account suspension or termination.

20.6a Advance Notice Before Account Suspension or Termination

Except in the circumstances described below, Caraggio Network will use commercially reasonable efforts to provide Dealer with at least five (5) Business Days' written notice by email prior to suspending or terminating Dealer's account, and will describe the reason for the proposed action and provide Dealer an opportunity to address the issue. Advance notice is not required, and Caraggio Network may take immediate action without prior notice, in any of the following circumstances: (a) Dealer has submitted or is suspected of submitting a fraudulent chargeback, fraudulent return, or fraudulent payment dispute; (b) Dealer's account credentials have been compromised or are being used by an unauthorized party; (c) Dealer has engaged in, or Caraggio Network reasonably believes Dealer has engaged in, fraud, identity misrepresentation, or criminal conduct; (d) Dealer's account activity poses an immediate security risk to the platform, other Dealers, or Caraggio Network's systems; (e) Caraggio Network is required to act immediately to comply with a court order, regulatory directive, or applicable law; (f) Dealer has violated the Special Order non-cancellation terms of Section 4.4; or (g) Dealer has failed to pay any outstanding balance after the applicable payment deadline. Advance notice under this section is a courtesy and does not constitute a waiver of Caraggio Network's right to suspend or terminate accounts under any provision of this Agreement. The issuance of advance notice does not obligate Caraggio Network to maintain an account if the underlying violation is not cured within the notice period.

20.6b Reversion of All Rights Upon Account Termination

Upon termination or cancellation of Dealer's account for any reason, all rights, licenses, access privileges, and permissions granted to Dealer under this Agreement — including access to the Dealer Portal, any API Data Access license and credentials, any Brand Add-On subscription access, any Commerce Website Program access, and any other right granted under any section of this Agreement — shall immediately and automatically terminate and revert in their entirety to Caraggio Autosports LLC without any further action required by either party. Reversion of rights does not affect any obligation or liability of either party that accrued prior to the termination date, including Dealer's obligation to pay all outstanding balances in full. No reversion entitles Dealer to any refund or credit except as expressly provided in

Section 20.15a. All provisions that by their nature survive termination continue in full force as set forth in Section 20.5 (Survival).

20.7 Right to Audit

Caraggio Network reserves the right to audit Dealer compliance with MAP policies, resale restrictions, authorized retailer requirements, and any other term of this Agreement upon reasonable notice (or without notice in cases of suspected material breach).

20.7a Dealer Right to Export Account Data Upon Account Termination

Upon termination of a Dealer account for any reason other than fraud, security breach, chargeback abuse, criminal conduct, or any other cause-based termination where immediate account closure is warranted, Caraggio Network will provide the terminated Dealer with a thirty (30) day data export window during which Dealer may access and download its order history, invoice records, and account transaction data through the Dealer Portal or by submitting a written data export request to support@caraggio.com. After the 30-day export window expires, Dealer's access to the platform will be fully deactivated and Caraggio Network will have no further obligation to provide Dealer with access to account data, except as required by applicable law or a valid legal process. Caraggio Network's data retention obligations under Section 23.6 apply independently of this export right and do not guarantee Dealer's ongoing access to retained data after the export window closes. For cause-based terminations, Caraggio Network may in its sole discretion determine whether a data export window will be granted, and may decline to provide one where doing so would compromise a security investigation, legal proceeding, or law enforcement matter.

20.8 Buyer Pre-Suit Notice Requirement

AS A CONDITION PRECEDENT TO BRINGING ANY LEGAL CLAIM OR ARBITRATION AGAINST CARAGGIO NETWORK, DEALER MUST PROVIDE WRITTEN NOTICE TO THE COMPANY OF ANY ALLEGED DEFECT, BREACH, OR CLAIM WITHIN THIRTY (30) DAYS OF THE DATE ON WHICH DEALER KNEW OR REASONABLY SHOULD HAVE KNOWN OF THE ALLEGED DEFECT OR BREACH. FAILURE TO PROVIDE TIMELY WRITTEN NOTICE CONSTITUTES A WAIVER OF ALL CLAIMS ARISING FROM THE ALLEGED DEFECT OR BREACH. THIS NOTICE REQUIREMENT IS IN ADDITION TO, AND DOES NOT REPLACE, THE ONE-YEAR STATUTE OF LIMITATIONS PROVIDED IN SECTION 16.6.

20.9 Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, agency, or franchise relationship between the parties. Dealer is an independent commercial buyer and not an agent, representative, or franchisee of Caraggio Network.

20.9a No Third-Party Beneficiaries

This Agreement is entered into solely between Caraggio Autosports LLC and Dealer and is intended exclusively for their mutual benefit. Nothing in this Agreement shall be construed to create any legal right, benefit, obligation, claim, or cause of action in favor of any third party, including but not limited to: Dealer's end customers or retail consumers; any manufacturer, brand, or supplier whose products are sold through the Caraggio Network Platform; any employee, agent, or subcontractor of Dealer; any third-party developer or integrator engaged in connection with the Commerce Website Program; or any other person or entity not a party to this Agreement. No third party shall have any right to enforce any provision of this Agreement, to claim any benefit under this Agreement, or to assert any claim against Caraggio Network based on rights purportedly derived from this Agreement. The parties expressly exclude the application of any law or doctrine that would grant third parties the right to enforce or benefit from this Agreement without the express written consent of both parties.

20.9b Performance Subject to Applicable Law and Legal Process

Caraggio Network's performance of its obligations under this Agreement is subject to all existing and future applicable federal, state, and local laws, regulations, ordinances, and legal processes. Nothing

contained in this Agreement shall be construed to limit, restrict, or otherwise be in derogation of Caraggio Network's right and obligation to comply with: (a) any court order, subpoena, civil investigative demand, search warrant, or other legal process requiring the disclosure of information or the taking of any action; (b) any governmental, regulatory, or law enforcement agency request or requirement relating to Dealer's use of the Caraggio Network platform or any information provided to or gathered by Caraggio Network in connection with such use; (c) any applicable export control laws, sanctions regulations, anti-money laundering laws, or consumer protection statutes; or (d) any emergency legal obligation arising from a security incident, data breach, or public safety concern involving Dealer's account or activities. Caraggio Network's compliance with any lawful court order, subpoena, or governmental directive — including the disclosure of Dealer's account information, order history, or communications — shall not constitute a breach of this Agreement, a violation of any confidentiality obligation, or a basis for any claim by Dealer against Caraggio Network. Dealer releases Caraggio Network from any and all liability for losses, damages, or consequences arising from Caraggio Network's good-faith compliance with applicable law and legal process.

20.10 Headings

Section headings in this Agreement are for convenience of reference only and shall have no legal or contractual effect.

20.11 Electronic Communications Consent

By creating and maintaining a Dealer account, Dealer consents to receive electronic communications from Caraggio Network, including account notifications, order updates, policy changes, marketing communications, and legal notices, via email, SMS, or website posting. Electronic notices satisfy all legal requirements for written notice. Dealer may opt out of marketing communications at any time by following the unsubscribe instructions provided; however, transactional and legal notices cannot be opted out of while an account is active.

20.12 Phone Call Recording

Phone calls with Caraggio Network may be recorded for quality assurance, training, and dispute resolution purposes. By placing or receiving a call with Caraggio Network, you consent to such recording.

20.13 Third-Party Websites

The Caraggio Network Website may contain links to third-party websites. Such links are provided solely for convenience and do not constitute an endorsement of any third-party website or its content. Caraggio Network is not responsible for the content, accuracy, or practices of any third-party website.

20.14 Intellectual Property Assignment

All feedback, suggestions, ideas, or proposals submitted by Dealer to Caraggio Network regarding the Platform, Products, or Services shall be deemed non-confidential and shall become the exclusive property of Caraggio Autosports LLC without any obligation of compensation to Dealer.

Additionally, if Dealer posts, submits, or publishes any review, testimonial, comment, rating, photograph, video, or other user-generated content (collectively, "User Content") on the Caraggio Network Platform, any Caraggio Network social media channel, or any other medium in connection with Caraggio Network, Dealer grants Caraggio Autosports LLC a perpetual, worldwide, royalty-free, irrevocable, fully sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, publicly display, and create derivative works from such User Content for any commercial or non-commercial purpose, including advertising and marketing, without further notice or compensation to Dealer. Dealer represents and warrants that Dealer owns or controls all rights in any User Content submitted and that such content does not infringe the rights of any third party. Caraggio Network reserves the right to remove, edit, or decline to display any User Content at its sole discretion without notice or liability.

20.15 Updates and Amendments to These Terms

Caraggio Network reserves the right to update or amend these Terms and Conditions at any time. The most current version will be posted on the Website with the effective date noted. Dealer's continued use of the Platform or placement of any order after the effective date of any amendment constitutes acceptance of the revised Terms. It is Dealer's responsibility to review the Terms periodically.

20.15a Service Discontinuation — Advance Notice Commitment

If Caraggio Network elects to permanently discontinue any paid service or subscription product — including but not limited to the B2B Dealer Membership, API Data Access Subscription, Commerce Website Program, Brand Portal Access, or any API Brand Add-On Subscription — Caraggio Network will use commercially reasonable efforts to provide Dealer with at least thirty (30) days' advance written notice of the discontinuation via email to the address on file for Dealer's account, except where: (a) immediate discontinuation is required to comply with a court order, regulatory directive, or applicable law; (b) immediate action is necessary to address a security incident, data breach, or active abuse of the platform; (c) a supplier, manufacturer, or third-party licensor terminates Caraggio Network's rights to offer the service without sufficient advance notice to Caraggio Network; or (d) Caraggio Network's account is being terminated for cause pursuant to this Agreement. In the event of a paid service discontinuation with at least 30 days' advance notice, Caraggio Network will pro-rate and refund any prepaid fees attributable to the unused portion of the discontinued service period. In cases of immediate discontinuation for the reasons enumerated above, no pro-rated refund obligation exists beyond Caraggio Network's general discretion. This advance notice commitment applies to service discontinuation only and does not limit Caraggio Network's right to modify, update, or alter any service feature, pricing, or functionality at any time with or without advance notice as described in Section 20.15.

20.16 Scam Warning and Brand Impersonation Disclaimer

CARAGGIO NETWORK HAS BEEN MADE AWARE THAT FRAUDSTERS PERIODICALLY STEAL OR MISUSE THE CARAGGIO NETWORK NAME, LOGO, AND BRAND TO IMPERSONATE CARAGGIO NETWORK AND DEFRAUD BUSINESSES. DEALERS SHOULD BE AWARE THAT: (A) CARAGGIO NETWORK WILL NEVER CONTACT ANY DEALER REQUESTING PAYMENT BY GIFT CARD, CRYPTOCURRENCY, WIRE TRANSFER TO AN UNRECOGNIZED BANK ACCOUNT, MONEY ORDER, OR CASH FOR ANY ORDER OR INVOICE; (B) CARAGGIO NETWORK WILL NEVER REQUEST ACCOUNT CREDENTIALS, PASSWORDS, OR CREDIT CARD NUMBERS THROUGH AN UNSOLICITED PHONE CALL, TEXT MESSAGE, OR EMAIL LINK; (C) ALL LEGITIMATE CARAGGIO NETWORK INVOICES ARE GENERATED THROUGH THE CARAGGIO NETWORK DEALER PORTAL AND ARE PAYABLE ONLY THROUGH THE APPROVED PAYMENT METHODS IN SECTION 6.3A; AND (D) ANY COMMUNICATION CLAIMING TO BE FROM CARAGGIO NETWORK THAT REQUESTS PAYMENT OUTSIDE THE NORMAL PORTAL ORDERING PROCESS OR REQUESTS SENSITIVE FINANCIAL INFORMATION SHOULD BE TREATED AS FRAUDULENT AND REPORTED IMMEDIATELY TO SECURITY@CARAGGIO.COM AND TO APPLICABLE LAW ENFORCEMENT.

20.16a Federal Criminal Statutes Applicable to Brand Impersonation and Scam Activity

Any person or entity that impersonates Caraggio Network, Caraggio Autosports LLC, or any authorized representative of Caraggio Network for the purpose of defrauding any Dealer, business, or individual may be subject to federal criminal prosecution under: (a) wire fraud, 18 U.S.C. § 1343 — which prohibits use of interstate electronic communications including email, text, websites, and online forms to execute any scheme to defraud, carrying penalties of up to twenty (20) years imprisonment per count; (b) mail fraud, 18 U.S.C. § 1341 — prohibiting use of the U.S. mail or private carriers in connection with fraudulent schemes; (c) identity theft, 18 U.S.C. §§ 1028 and 1028A; and (d) trademark counterfeiting and infringement under 18 U.S.C. § 2320 and 15 U.S.C. § 1114, which prohibit the unauthorized use of a registered trademark in commerce. Caraggio Network actively monitors for brand impersonation and will report confirmed impersonation activity to the FBI, FTC, and Missouri Attorney General and will pursue all available civil remedies including injunctive relief, trademark infringement damages, and attorney's fees against any party confirmed to be impersonating Caraggio Network.

Caraggio Network bears no financial liability for any payment made by Dealer to a fraudulent party impersonating Caraggio Network, including any amount paid by wire transfer, gift card, cryptocurrency, or any other method in response to a scam or fraudulent communication. Dealer is solely responsible for verifying the legitimacy of any payment request before remitting funds and for using the Caraggio Network Dealer Portal as the authoritative source for all order and payment transactions. Suspected scam or impersonation attempts involving the Caraggio Network name or brand should be reported immediately to security@caraggio.com and to the FTC at ReportFraud.ftc.gov.

20.17 Consolidated Contact Directory — How to Reach Caraggio Network

The following contact channels are the authorized and official points of contact for Caraggio Network. Dealers are responsible for using the correct contact channel for each matter. Notices sent to an incorrect address may not be deemed received for legal purposes. All contact information is subject to update; the current version is always available on the Caraggio Network website:

- (a) General Customer Support (orders, account questions, shipping): support@caraggio.com — Response within 1–2 Business Days during support hours (Monday–Friday, 6:00 AM–6:00 PM CST);
- (b) Billing and Invoice Disputes (Section 6.5a disputes, payment questions): billing@caraggio.com — Response within 5 Business Days; written invoice disputes must be received within the 10-Business-Day dispute window to be valid;
- (c) Returns Department (RMA requests, return status): returns@caraggio.com — Returns Department open Monday–Friday, 10:00 AM–3:00 PM CST;
- (d) Legal Notices, Trademark, IP, Linking Requests, DMCA: legal@caraggio.com — Response within 10 Business Days; formal legal notices must be sent by certified mail to Caraggio Autosports LLC, Attn: Legal, 555 Fee Fee Rd., Maryland Heights, MO 63043;
- (e) Privacy, Data Subject Requests, CCPA/CPRA Inquiries: privacy@caraggio.com — Response within 30 days as required by applicable law;
- (f) Security Incidents, Account Compromise, Suspected Fraud, Scam Reports: security@caraggio.com — Monitored continuously; for urgent security matters call (800) 546-6180;
- (g) Membership, Subscription, and Cancellation Requests: memberships@caraggio.com — Cancellation requests must be received in writing at least 30 days before the renewal date to be effective per Section 4.6.2;
- (h) Regulatory Compliance, Supply Chain, Human Trafficking Disclosures: compliance@caraggio.com — Response within 10 Business Days; and
- (i) Pre-Arbitration Dispute Notices (Section 16.2): legal@caraggio.com AND certified mail to Caraggio Autosports LLC, Attn: Legal, 555 Fee Fee Rd., Maryland Heights, MO 63043 — the 60-day Informal Resolution Period does not begin until a complete Notice is received at both channels.

20.18 No SMS or Text Messaging — Caraggio Network Does Not Communicate Via Text

CARAGGIO NETWORK DOES NOT OPERATE AN SMS PROGRAM, DOES NOT SEND TEXT MESSAGES, AND DOES NOT COMMUNICATE WITH DEALERS OR ANY OTHER PARTY VIA SMS, MMS, OR ANY OTHER TEXT MESSAGING SERVICE OR PLATFORM. CARAGGIO NETWORK WILL NEVER: (A) SEND ORDER CONFIRMATIONS, SHIPPING NOTIFICATIONS, TRACKING UPDATES, PAYMENT REQUESTS, ACCOUNT ALERTS, OR ANY OTHER BUSINESS COMMUNICATION VIA TEXT MESSAGE; (B) REQUEST THAT DEALER RESPOND TO, CLICK A LINK IN, OR TAKE ANY ACTION IN RESPONSE TO ANY TEXT MESSAGE CLAIMING TO BE FROM CARAGGIO NETWORK; OR (C) ASK FOR PAYMENT INFORMATION, ACCOUNT CREDENTIALS, OR PERSONAL DATA THROUGH ANY TEXT MESSAGE. ANY TEXT MESSAGE, SMS, OR MMS THAT PURPORTS TO BE FROM CARAGGIO NETWORK, THE CARAGGIO NETWORK, CARAGGIO AUTOSPORTS LLC, OR ANY VARIATION OF THOSE NAMES IS NOT AN AUTHORIZED COMMUNICATION FROM CARAGGIO NETWORK AND SHOULD BE TREATED AS A FRAUDULENT SCAM ATTEMPT. DEALER SHOULD NOT CLICK ANY LINKS, RESPOND WITH ANY INFORMATION, OR TAKE ANY ACTION IN RESPONSE TO SUCH A MESSAGE. ANY SUSPECTED SMS OR TEXT-BASED SCAM IMPERSONATING CARAGGIO NETWORK SHOULD BE REPORTED IMMEDIATELY TO SECURITY@CARAGGIO.COM AND TO THE FTC AT REPORTFRAUD.FTC.GOV. ALL OFFICIAL CARAGGIO NETWORK COMMUNICATIONS ARE

DELIVERED EXCLUSIVELY VIA EMAIL TO THE ADDRESS ON FILE FOR DEALER'S ACCOUNT AND THROUGH THE CARAGGIO NETWORK DEALER PORTAL.

Caraggio Network bears no liability for any action taken, payment made, or information disclosed by Dealer or any of Dealer's employees in response to a fraudulent text message impersonating Caraggio Network. Dealer is solely responsible for educating its staff that Caraggio Network does not communicate via text message and that any text message purporting to be from Caraggio Network is fraudulent.

SECTION 21. DIGITAL SERVICES, PLATFORM TERMS, API LICENSE, DATA RIGHTS, AND SAAS OBLIGATIONS

This Section governs Dealer's access to and use of all digital services, software platforms, application programming interfaces (APIs), data feeds, catalog systems, commerce tools, supplier portals, and website programs offered by Caraggio Network (collectively, "Digital Services"). All Digital Services are provided as subscription-based or fee-based licensed services and are subject to the terms of this Section in addition to all other applicable provisions of this Agreement.

21.1 B2B Dealer Portal and Platform — Limited License

Subject to Dealer's payment of all applicable subscription fees and full compliance with this Agreement, Caraggio Network grants Dealer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Caraggio Network B2B Dealer Portal solely for Dealer's own internal business purposes of purchasing and managing Products for resale. This license does not convey any ownership interest in the Platform, its software, its data, or its underlying technology. All rights not expressly granted herein are reserved exclusively by Caraggio Autosports LLC.

21.2 API Data Access — License Scope, Restrictions, and Prohibited Uses

Access to the Caraggio Network API ("API") is available only to approved B2B members who have paid the applicable API Data Access subscription fee (\$396/year base, plus applicable Brand Add-on fees at \$25/month). API access requires an active B2B Dealer Membership in good standing as a prerequisite. The API license grants Dealer a limited, non-exclusive, non-transferable right to access structured product data, pricing fields, inventory signals, images, specifications, and related catalog content solely for integration with Dealer's own authorized ecommerce storefront or internal business systems.

21.2a Per-Location and Per-Site API Licensing — Mandatory Separate Membership for Each Location

THE CARAGGIO NETWORK API DATA ACCESS LICENSE IS ISSUED ON A STRICT PER-LOCATION BASIS. ONE (1) ACTIVE API DATA ACCESS SUBSCRIPTION AUTHORIZES USE OF THE CARAGGIO NETWORK API BY ONE (1) DISTINCT, REGISTERED RETAIL LOCATION, OUTLET, STORE, BRANCH, OR DIGITAL STOREFRONT (EACH A "LICENSED LOCATION"). EACH ADDITIONAL RETAIL LOCATION, BRANCH, OUTLET, OR DIGITAL STOREFRONT OPERATED BY DEALER — WHETHER UNDER THE SAME LEGAL ENTITY, A RELATED ENTITY, A DOING-BUSINESS-AS (DBA) NAME, A FRANCHISE ARRANGEMENT, OR A SEPARATE CORPORATE STRUCTURE — THAT ACCESSES, USES, OR DERIVES COMMERCIAL BENEFIT FROM THE CARAGGIO NETWORK API MUST MAINTAIN ITS OWN INDIVIDUAL, ACTIVE, AND SEPARATELY PAID API DATA ACCESS SUBSCRIPTION AND DEALER MEMBERSHIP. USING A SINGLE API SUBSCRIPTION TO SERVE MULTIPLE LOCATIONS, SHARE DATA ACROSS UNREGISTERED LOCATIONS, DISTRIBUTE API OUTPUT TO UNREGISTERED SITES, OR OTHERWISE CIRCUMVENT THE PER-LOCATION LICENSING REQUIREMENT IS A MATERIAL BREACH OF THIS AGREEMENT AND CONSTITUTES UNAUTHORIZED USE OF CARAGGIO NETWORK INTELLECTUAL PROPERTY. CARAGGIO NETWORK RESERVES THE RIGHT TO AUDIT API USAGE DATA TO DETECT AND ENFORCE COMPLIANCE WITH THE PER-LOCATION LICENSING REQUIREMENT AT ANY TIME.

For the avoidance of doubt, the following each constitute a separate "Licensed Location" requiring its own individual API subscription and Dealer membership: (a) each physical brick-and-mortar retail store, service shop, or branch location at a distinct physical address; (b) each separate e-commerce website

or online storefront operating under a distinct domain name, URL, or digital identity, even if owned by the same legal entity; (c) each separately branded outlet or DBA operating at the same or different physical address from another enrolled location; and (d) each separately operated franchise location, regardless of the franchisor's organizational structure. Shared office space, administrative locations, or warehouse facilities that do not independently serve end consumers do not constitute separate Licensed Locations for purposes of this Section.

21.2b Unique Credentials Per Location — No Credential Sharing Across Sites

EACH LICENSED LOCATION MUST OPERATE UNDER ITS OWN DISTINCT, INDIVIDUALLY ISSUED SET OF CARAGGIO NETWORK API CREDENTIALS, INCLUDING A UNIQUE API KEY, ACCESS TOKEN, AND ACCOUNT LOGIN. THE SHARING, POOLING, DISTRIBUTING, OR ROTATING OF API CREDENTIALS ACROSS MULTIPLE LOCATIONS, ENTITIES, OR STOREFRONTS IS EXPRESSLY PROHIBITED REGARDLESS OF COMMON OWNERSHIP, CORPORATE AFFILIATION, OR OPERATIONAL INTEGRATION. CREDENTIAL SHARING ACROSS LOCATIONS: (A) VIOLATES THE PER-LOCATION LICENSING STRUCTURE OF SECTION 21.2A; (B) COMPROMISES DATA INTEGRITY AND CARAGGIO NETWORK'S ABILITY TO ACCURATELY ATTRIBUTE PLATFORM USAGE; (C) CONSTITUTES A BREACH OF SECTION 21.3 (API CREDENTIALS AND SECURITY); AND (D) ENTITLES CARAGGIO NETWORK TO IMMEDIATELY REVOKE ALL AFFECTED CREDENTIALS, SUSPEND ALL ASSOCIATED ACCOUNTS, AND SEEK RECOVERY OF ALL SUBSCRIPTION FEES THAT WOULD HAVE BEEN PAYABLE HAD EACH LOCATION MAINTAINED ITS OWN INDIVIDUAL SUBSCRIPTION, PLUS ALL APPLICABLE ENFORCEMENT COSTS AND ATTORNEY'S FEES.

21.2c Multi-Location Registration and Enrollment

Dealers operating multiple locations who wish to enroll additional sites under the Caraggio Network API program must complete a separate Dealer membership application and API subscription enrollment for each Licensed Location at the then-current applicable subscription rates. Multi-location Dealers are encouraged to contact Caraggio Network at memberships@caraggio.com to coordinate enrollment of multiple locations. Each enrolled location will receive its own: (a) unique Dealer account number; (b) individual API key and access credentials; (c) separate subscription billing cycle; (d) independent order history, invoice records, and account data; and (e) independent platform access subject to the terms and conditions of this Agreement as applied separately to each location's account. The enrollment of one location does not create any right, entitlement, or discount for the enrollment of any other location. Each location's subscription fees are assessed independently and are non-transferable between locations.

21.2d Enforcement of Per-Location Licensing — Audit Rights and Remedies

Caraggio Network reserves the right to monitor API call volumes, traffic patterns, geographic distribution of API requests, and other platform usage data to identify potential violations of the per-location licensing requirement. If Caraggio Network determines or reasonably suspects that a single API subscription is being used to serve more than one Licensed Location, Caraggio Network may: (a) immediately suspend or revoke the affected API credentials pending investigation; (b) require Dealer to provide a written account of all locations currently benefiting from API access under the subscription; (c) issue invoices for all retroactive subscription fees owed for each unlicensed location for the period of unauthorized use, which Dealer agrees to pay within ten (10) Business Days of receipt; (d) assess a compliance penalty equal to the greater of Five Hundred Dollars (\$500.00) per unlicensed location per month of unauthorized use, or the total retroactive subscription fees owed, as liquidated damages reflecting the difficulty of calculating actual harm from unauthorized multi-location use; and (e) pursue all additional legal and equitable remedies available under this Agreement, including injunctive relief. Dealer's voluntary disclosure of unauthorized multi-location use to Caraggio Network at memberships@caraggio.com before an audit is initiated will be considered a mitigating factor in Caraggio Network's determination of remedies, but does not eliminate Dealer's obligation to pay all retroactive fees for the period of unauthorized use.

THE FOLLOWING ARE EXPRESSLY PROHIBITED USES OF THE CARAGGIO NETWORK API AND ALL DATA ACCESSED THROUGH IT. VIOLATION OF ANY PROHIBITION BELOW CONSTITUTES A MATERIAL

BREACH OF THIS AGREEMENT, IMMEDIATE GROUNDS FOR API CREDENTIAL REVOCATION AND ACCOUNT TERMINATION, AND ENTITLES CARAGGIO NETWORK TO SEEK ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES INCLUDING INJUNCTIVE RELIEF AND LIQUIDATED DAMAGES OF TEN THOUSAND DOLLARS (\$10,000.00) PER INCIDENT: (A) USING API DATA TO DEVELOP, TRAIN, FINE-TUNE, OR IMPROVE ANY ARTIFICIAL INTELLIGENCE MODEL, MACHINE LEARNING SYSTEM, LARGE LANGUAGE MODEL, OR ANY OTHER AUTOMATED SYSTEM THAT LEARNS FROM OR IS BUILT UPON CARAGGIO NETWORK DATA; (B) RESELLING, SUBLICENSING, REDISTRIBUTING, OR TRANSFERRING API DATA OR API CREDENTIALS TO ANY THIRD PARTY FOR ANY PURPOSE; (C) USING API DATA TO BUILD, DEVELOP, POPULATE, OR OPERATE ANY COMPETING AUTOMOTIVE DATA PLATFORM, CATALOG SYSTEM, OR DISTRIBUTOR NETWORK; (D) REVERSE ENGINEERING, DECOMPILING, DISASSEMBLING, OR ATTEMPTING TO DERIVE THE SOURCE CODE, UNDERLYING ARCHITECTURE, DATA SCHEMA, OR BUSINESS LOGIC OF THE CARAGGIO NETWORK API OR PLATFORM; (E) USING AUTOMATED SCRIPTS, BOTS, CRAWLERS, OR ANY OTHER MECHANISM TO EXCEED AUTHORIZED API RATE LIMITS OR SYSTEMATICALLY EXTRACT DATA BEYOND THE SCOPE OF THE LICENSE; (F) SHARING, PUBLISHING, OR DISPLAYING CARAGGIO NETWORK PRICING, COST, OR MARGIN DATA IN ANY PUBLIC-FACING CONTEXT THAT VIOLATES APPLICABLE MAP POLICIES OR EXPOSES CONFIDENTIAL WHOLESALE PRICING; AND (G) USING API DATA IN ANY MANNER THAT COMPETES DIRECTLY OR INDIRECTLY WITH CARAGGIO NETWORK'S BUSINESS OPERATIONS.

21.3 API Credentials, Security, and Rate Limits

Dealer is solely and fully responsible for maintaining the security and confidentiality of all API keys, access tokens, and integration credentials issued by Caraggio Network. All activity occurring under Dealer's API credentials — whether authorized or unauthorized — is Dealer's sole legal and financial responsibility. Dealer must notify Caraggio Network immediately upon discovery of any unauthorized use of or access to its API credentials. Caraggio Network reserves the right to establish, enforce, and modify API rate limits at any time without notice. Exceeding rate limits or attempting to circumvent them is a material breach of this Agreement and may result in immediate credential suspension without refund. Dealer is responsible for ensuring all third-party developers and agencies acting on Dealer's behalf comply with all terms of this Section.

21.3a Secure Shopping, Payment Encryption, and Security Limitation of Liability

CARAGGIO NETWORK USES INDUSTRY-STANDARD SECURE SOCKET LAYER (SSL) AND TRANSPORT LAYER SECURITY (TLS) ENCRYPTION TECHNOLOGY TO PROTECT PAYMENT AND PERSONAL INFORMATION TRANSMITTED THROUGH THE PLATFORM DURING ACTIVE SESSIONS. HOWEVER, CARAGGIO NETWORK EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY SECURITY BREACH, DATA INTERCEPTION, OR COMPROMISE OF ANY PAYMENT OR PERSONAL INFORMATION CAUSED BY: (A) FACTORS OUTSIDE CARAGGIO NETWORK'S REASONABLE CONTROL, INCLUDING THIRD-PARTY CYBERATTACKS, MALWARE, OR ZERO-DAY EXPLOITS; (B) DEALER'S USE OF AN UNSECURED NETWORK, DEVICE, OR BROWSER WHEN ACCESSING THE PLATFORM; (C) DEALER'S FAILURE TO LOG OUT OF THE PLATFORM ON A SHARED OR PUBLIC DEVICE; (D) COMPROMISE OF DEALER'S OWN DEVICES, NETWORK, OR ACCOUNT CREDENTIALS; OR (E) THE ACTS OR OMISSIONS OF THIRD-PARTY PAYMENT PROCESSORS, BANKS, OR FINANCIAL INSTITUTIONS WHO HANDLE PAYMENT DATA UNDER THEIR OWN SECURITY STANDARDS. CARAGGIO NETWORK DOES NOT STORE COMPLETE CREDIT CARD NUMBERS ON ITS OWN SERVERS — ALL PAYMENT CARD DATA IS PROCESSED AND STORED BY OUR THIRD-PARTY PCI-DSS COMPLIANT PAYMENT PROCESSOR. DEALER ACKNOWLEDGES THAT NO SECURITY SYSTEM IS IMPENETRABLE AND ASSUMES ALL RISK ASSOCIATED WITH THE TRANSMISSION OF PAYMENT AND ACCOUNT INFORMATION OVER THE INTERNET.

Dealer is responsible for: (i) maintaining up-to-date security software on all devices used to access the Platform; (ii) using strong, unique passwords for all Platform credentials; (iii) immediately notifying Caraggio Network at security@caraggio.com upon suspecting any unauthorized account access; and (iv) ensuring all persons accessing the Platform on Dealer's behalf do so only from secure, authorized devices and networks. Caraggio Network will cooperate with any reasonable security investigation but bears no financial liability for security incidents caused by factors within Dealer's control or attributable to third parties.

21.4 API Data Brand Add-On Subscriptions — Monthly Billing and Cancellation

API Data Brand Add-On subscriptions are billed monthly at \$25.00 per month and automatically renew each month on the billing anniversary date. Cancellation of a Brand Add-On requires written notice submitted through the Dealer Portal or via email to the Company no fewer than five (5) Business Days before the next billing date. Brand Add-On cancellation does not affect the base annual API Data Access subscription, which remains subject to the annual cancellation terms set forth in Section 4.6. Access to brand data covered by a cancelled Add-On will terminate at the end of the then-current monthly billing period. No partial-month refunds will be issued. The base API Data Access subscription includes data coverage for up to four hundred (400) brands at time of enrollment; brand availability is subject to change based on supplier relationships and data agreements.

21.5 Platform Availability, Uptime, and Service Interruptions — No Guaranteed SLA

CARAGGIO NETWORK MAKES NO GUARANTEE OF ANY SPECIFIC LEVEL OF UPTIME, AVAILABILITY, OR PERFORMANCE FOR THE DEALER PORTAL, API, SUPPLIER PORTAL, COMMERCE PLATFORM, OR ANY OTHER DIGITAL SERVICE. THE DIGITAL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF UNINTERRUPTED ACCESS. CARAGGIO NETWORK EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY LOSSES, MISSED ORDERS, LOST SALES, BUSINESS INTERRUPTION, OR OTHER DAMAGES ARISING FROM: (A) SCHEDULED OR UNSCHEDULED MAINTENANCE DOWNTIME; (B) SYSTEM OUTAGES CAUSED BY THIRD-PARTY HOSTING, CLOUD INFRASTRUCTURE, OR TELECOMMUNICATIONS PROVIDERS; (C) FORCE MAJEURE EVENTS; (D) CYBER ATTACKS, UNAUTHORIZED ACCESS, OR OTHER SECURITY INCIDENTS AFFECTING PLATFORM AVAILABILITY; OR (E) ANY OTHER CAUSE OF SERVICE INTERRUPTION BEYOND CARAGGIO NETWORK’S COMMERCIALY REASONABLE CONTROL. DEALER’S SOLE REMEDY FOR ANY SERVICE INTERRUPTION IS A PRO-RATED SUBSCRIPTION CREDIT AT CARAGGIO NETWORK’S SOLE DISCRETION.

Caraggio Network reserves the right to perform scheduled maintenance, upgrades, and modifications to any Digital Service at any time with or without prior notice. The Company may modify, deprecate, or discontinue any API endpoint, platform feature, data feed, or Digital Service capability at any time. Where reasonably practicable, the Company will provide advance notice of material changes to API structure or deprecated endpoints; however, such notice is not guaranteed and failure to provide notice does not create any liability.

21.6 Real-Time Inventory, Pricing, and Fitment Data — Accuracy Disclaimer

ALL INVENTORY LEVELS, PRICING DATA, STOCK STATUS, AND AVAILABILITY INFORMATION DISPLAYED IN THE DEALER PORTAL OR PROVIDED THROUGH THE API ARE SOURCED DIRECTLY FROM THIRD-PARTY SUPPLIERS AND MANUFACTURERS IN REAL TIME OR NEAR-REAL TIME. CARAGGIO NETWORK DOES NOT INDEPENDENTLY VERIFY, AUDIT, OR GUARANTEE THE ACCURACY, COMPLETENESS, OR TIMELINESS OF ANY SUCH DATA. CARAGGIO NETWORK EXPRESSLY DISCLAIMS ALL LIABILITY FOR: (A) ORDERS PLACED IN RELIANCE ON INVENTORY OR PRICING DATA THAT IS SUBSEQUENTLY DETERMINED TO BE INACCURATE; (B) PRODUCTS SHOWN AS “IN STOCK” THAT ARE UNAVAILABLE AT TIME OF FULFILLMENT; (C) PRICING DISCREPANCIES BETWEEN THE PORTAL DISPLAY AND THE ACTUAL INVOICED PRICE; AND (D) ANY FITMENT, COMPATIBILITY, OR YEAR/MAKE/MODEL DATA THAT RESULTS IN AN INCORRECT PART BEING ORDERED OR INSTALLED. ALL FITMENT AND YMM DATA IS PROVIDED BY THIRD-PARTY MANUFACTURERS AND DATA PROVIDERS AND IS SUPPLIED FOR REFERENCE PURPOSES ONLY. DEALER ASSUMES ALL RESPONSIBILITY FOR INDEPENDENTLY VERIFYING FITMENT AND COMPATIBILITY BEFORE ORDERING AND BEFORE ANY INSTALLATION.

21.6a Platform Information Is Not Professional Advice — Informational Purposes Only

ALL INFORMATION, DATA, CONTENT, CATALOG ENTRIES, FITMENT GUIDES, TECHNICAL SPECIFICATIONS, APPLICATION NOTES, PRODUCT DESCRIPTIONS, PRICING DATA, INVENTORY STATUS, COMPATIBILITY CHARTS, AND ANY OTHER INFORMATION OR MATERIAL ACCESSIBLE THROUGH THE CARAGGIO NETWORK PLATFORM, WEBSITE, OR API IS PROVIDED FOR INFORMATIONAL AND COMMERCIAL CONVENIENCE PURPOSES ONLY. NONE OF THE INFORMATION

PROVIDED BY OR THROUGH CARAGGIO NETWORK CONSTITUTES, OR IS INTENDED AS A SUBSTITUTE FOR, PROFESSIONAL MECHANICAL ADVICE, PROFESSIONAL ENGINEERING ADVICE, LEGAL ADVICE, FINANCIAL ADVICE, TAX ADVICE, REGULATORY COMPLIANCE ADVICE, SAFETY ENGINEERING GUIDANCE, OR ANY OTHER FORM OF PROFESSIONAL ADVICE. DEALER SHOULD NOT RELY ON CARAGGIO NETWORK PLATFORM INFORMATION AS A SUBSTITUTE FOR CONSULTATION WITH QUALIFIED PROFESSIONAL MECHANICS, ENGINEERS, ATTORNEYS, ACCOUNTANTS, OR OTHER LICENSED PROFESSIONALS AS APPLICABLE TO DEALER'S SPECIFIC SITUATION. CARAGGIO NETWORK MAKES NO REPRESENTATION THAT ANY INFORMATION ON THE PLATFORM IS COMPLETE, CURRENT, ERROR-FREE, OR SUITABLE FOR ANY PARTICULAR PURPOSE OR APPLICATION. ANY DECISION MADE BY DEALER OR DEALER'S CUSTOMERS IN RELIANCE ON PLATFORM INFORMATION IS MADE AT DEALER'S SOLE RISK AND RESPONSIBILITY. CARAGGIO NETWORK EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY CONSEQUENCE ARISING FROM DEALER'S OR ANY THIRD PARTY'S RELIANCE ON ANY PLATFORM INFORMATION FOR PROFESSIONAL, TECHNICAL, LEGAL, OR FINANCIAL DECISION-MAKING PURPOSES.

21.7 Brand Data, Catalog Content, and Dealer-Owned Enhancements

All base catalog data, product descriptions, specifications, images, pricing fields, inventory data, and brand content provided through the Caraggio Network Platform and API ("Base Data") is the proprietary intellectual property of Caraggio Network and/or its data providers, suppliers, and brand manufacturers. Dealer does not acquire any ownership interest in Base Data through its subscription. Dealer-created enhancements to product content ("Dealer Enhancements") — including custom titles, descriptions, category names, and brand pages created within the Platform — remain the property of Dealer; however, Dealer grants Caraggio Network a non-exclusive, royalty-free license to store and display such enhancements within the Platform for the duration of Dealer's active membership. Upon account cancellation or termination, all Dealer Enhancements stored within the Platform may be permanently deleted and are not recoverable. Dealer is solely responsible for maintaining independent backups of all Dealer Enhancement content.

DEALER IS EXPRESSLY PROHIBITED FROM: (A) EXPORTING, EXTRACTING, SELLING, LICENSING, SHARING, OR OTHERWISE DISTRIBUTING BASE DATA OUTSIDE OF DEALER'S OWN AUTHORIZED STOREFRONT OR INTERNAL SYSTEMS; (B) USING BASE DATA TO BUILD, POPULATE, OR OPERATE ANY DATA PRODUCT, CATALOG SERVICE, OR COMPETING PLATFORM; (C) REPRESENTING CARAGGIO NETWORK BASE DATA OR CATALOG CONTENT AS DEALER'S OWN PROPRIETARY INTELLECTUAL PROPERTY; OR (D) USING AI, MACHINE LEARNING, OR ANY AUTOMATED SYSTEM TO TRANSFORM, AGGREGATE, OR REPURPOSE BASE DATA IN A MANNER THAT CIRCUMVENTS THE RESTRICTIONS OF THIS SECTION. VIOLATION OF THIS SECTION CONSTITUTES COPYRIGHT INFRINGEMENT, BREACH OF LICENSE, AND MISAPPROPRIATION OF TRADE SECRETS, ENTITLING CARAGGIO NETWORK TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES.

21.8 Supplier Portal — Data Accuracy, Content Ownership, and Supplier Obligations

Suppliers accessing the Caraggio Network Supplier Portal represent, warrant, and covenant that: (a) all inventory data, pricing information, product specifications, images, and other content uploaded to the Supplier Portal is accurate, current, complete, and does not infringe the intellectual property rights of any third party; (b) Supplier has all necessary rights, licenses, and permissions to upload and distribute all content submitted through the Supplier Portal; (c) all product data complies with applicable federal, state, and local laws, including consumer product safety regulations, emissions standards, and labeling requirements; and (d) Supplier will maintain accurate and timely inventory and pricing updates to prevent Dealer orders from being placed against inaccurate data.

Supplier shall indemnify, defend, and hold harmless Caraggio Network and all Caraggio Indemnified Parties from and against any and all claims, losses, damages, and expenses (including attorney's fees) arising from: (i) inaccurate, incomplete, or misleading product data submitted by Supplier; (ii) intellectual property infringement claims related to Supplier-uploaded content; (iii) product liability claims arising from products listed by Supplier on the Platform; or (iv) Supplier's failure to comply with any applicable MAP policy for products distributed through the Network. Caraggio Network reserves the right to reject, modify,

delist, or remove any Supplier-submitted content at any time without notice and without liability to Supplier.

21.9 CarAggio Commerce Website Program — Scope, Fees, Client Responsibilities, and No-Refund Policy

The CarAggio Commerce Website Program (“Commerce Program”) is a professional website design, development, and integration service provided for a one-time setup fee (currently \$4,500.00) plus applicable recurring monthly fees as separately agreed upon in writing. The following terms govern all Commerce Program engagements:

- The setup fee is non-refundable once work has commenced, which is defined as the earlier of: (a) the first substantive work session; (b) the delivery of any design mockup, technical specification, or project plan; or (c) ten (10) Business Days after payment is received;
- Caraggio Network does not guarantee any specific business outcomes, including but not limited to revenue targets, traffic levels, search engine rankings, conversion rates, or return on investment from the Commerce Program;
- Client is solely responsible for providing all required content, approvals, brand assets, access credentials, and feedback in a timely manner. Project delays caused directly by Client’s failure to respond or provide required materials within ten (10) Business Days of request are not the responsibility of Caraggio Network and do not entitle Client to any fee adjustment, refund, or extension of service;
- Client is solely responsible for all third-party costs including but not limited to hosting fees, domain registration, SSL certificates, third-party platform fees (Shopify, BigCommerce, WooCommerce, etc.), payment processor fees, and any other recurring costs associated with operating the website;
- All proprietary platform technology, templates, integration frameworks, code libraries, and system architecture developed by or for Caraggio Network remain the exclusive intellectual property of Caraggio Autosports LLC. Client receives a limited license to use the delivered website for its own business operations; Client does not acquire ownership of the underlying platform technology;
- Post-launch support, maintenance, and updates are not included in the setup fee and are governed by separate monthly plan terms agreed upon in writing; and
- Caraggio Network is not responsible for the actions, deliverables, quality, or outcomes of any third-party integration partner, developer, or agency, whether or not such party was recommended by Caraggio Network. Any relationship between Client and a third-party developer is solely between those parties.

21.10 Third-Party Integration Partners and Developers — No Liability

ANY REFERENCE BY CARAGGIO NETWORK TO A THIRD-PARTY DEVELOPER, INTEGRATION PARTNER, AGENCY, OR TECHNOLOGY PROVIDER (INCLUDING BUT NOT LIMITED TO SHOPIFY, BIGCOMMERCE, WOOCOMMERCE, DRUPAL, OR ANY COALITION API PARTNER) IS FOR INFORMATIONAL CONVENIENCE ONLY AND DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, REFERRAL, OR WARRANTY OF ANY KIND REGARDING THE QUALITY, PERFORMANCE, OR SUITABILITY OF SUCH THIRD PARTY. CARAGGIO NETWORK IS NOT A PARTY TO ANY AGREEMENT BETWEEN DEALER AND ANY THIRD-PARTY DEVELOPER OR INTEGRATION PARTNER. CARAGGIO NETWORK HAS NO LIABILITY WHATSOEVER FOR THE ACTIONS, OMISSIONS, DELIVERABLES, QUALITY OF WORK, DATA HANDLING PRACTICES, OR ANY OTHER CONDUCT OF ANY THIRD-PARTY DEVELOPER OR INTEGRATION PARTNER, REGARDLESS OF WHETHER SUCH PARTY WAS RECOMMENDED BY OR INTRODUCED THROUGH CARAGGIO NETWORK. DEALER ENGAGES ALL THIRD-PARTY DEVELOPERS AND INTEGRATION PARTNERS ENTIRELY AT DEALER’S OWN RISK.

21.11 Dealer Verification, Tax ID Requirement, and Misrepresentation

The Caraggio Network Dealer Portal is available exclusively to verified, legitimate business entities. By applying for and maintaining a Dealer account, Dealer represents and warrants that: (a) all business information provided during the application and onboarding process is true, accurate, current, and complete; (b) Dealer possesses a valid federal Tax Identification Number (EIN) or equivalent, which has been provided to Caraggio Network; (c) Dealer is a legitimately operating business entity in good standing under the laws of its state of formation; and (d) Dealer will promptly notify Caraggio Network of any material change to its business name, ownership, legal status, Tax ID, or contact information.

Misrepresentation of any business information during the application process or during the term of this Agreement constitutes fraud and a material breach of this Agreement, entitling Caraggio Network to immediate account termination, forfeiture of all fees paid, recovery of all credits issued, and civil legal action for all resulting damages. Caraggio Network reserves the right to require re-verification of any account at any time and to suspend account access pending completion of re-verification. Dealer agrees to cooperate fully with any verification request within five (5) Business Days of notice.

21.11a Dealer Business Documentation and Physical Location Requirements

As a condition of account approval and continued account maintenance, Dealer agrees to provide Caraggio Network with the following documentation upon request: (a) a valid, current government-issued business registration, business license, or equivalent legal business formation document demonstrating Dealer's status as a bona fide commercial business entity; (b) a current, valid state resale certificate or sales tax exemption certificate applicable to Dealer's jurisdiction; (c) Dealer's federal Employer Identification Number (EIN) or equivalent tax identification number, subject to verification against IRS and state records; (d) upon Caraggio Network's request, interior and exterior photographs of Dealer's primary commercial business location demonstrating that Dealer operates a legitimate, physical commercial establishment; and (e) any other documentation Caraggio Network reasonably requests to verify Dealer's business identity, commercial activity, or eligibility for wholesale pricing. Failure to provide any requested documentation within ten (10) Business Days of a written request constitutes grounds for immediate account suspension pending compliance. Dealer represents and warrants that all documentation provided to Caraggio Network is current, authentic, and accurately reflects Dealer's current business status. Submission of fraudulent, altered, or fabricated business documentation constitutes fraud and grounds for permanent account termination and referral to applicable law enforcement as described in Section 22.13.

21.12 Support Hours, Response Times, and No 24/7 Support Obligation

Caraggio Network customer support is available Monday through Friday, 6:00 AM to 6:00 PM Central Standard Time, excluding federal holidays and Company-designated closure days. The Returns Department operates Monday through Friday, 10:00 AM to 3:00 PM Central Standard Time. Caraggio Network does not provide 24-hour, weekend, or holiday support. Any response time communicated by the Company is an estimate only and does not constitute a service level agreement or a binding commitment. The Company is not liable for any loss, missed order, customer dissatisfaction, or other harm arising from support inquiries that are not addressed outside of published support hours.

21.13 Coupon Codes, Promotional Offers, and Discount Restrictions

All coupon codes, promotional discount codes, and limited-time offers are subject to the following terms: (a) codes are valid only during the stated promotional period and expire automatically at the end of that period; (b) codes may not be combined with other promotions, discounts, or offers unless explicitly stated; (c) certain brands, products, or product categories may be excluded from promotional pricing due to manufacturer or supplier restrictions; (d) Caraggio Network reserves the right to cancel or void any order placed using an invalid, expired, or fraudulently obtained code; (e) codes have no cash value and are not transferable; and (f) promotional pricing does not apply retroactively to previously placed orders. Dealer has no legal right to any promotional code or discount that has not been expressly issued to Dealer in writing by an authorized Caraggio Network representative.

21.14 Shipping Protection Plan — Coverage, Exclusions, and Claims Procedure

Where available, the optional Shipping Protection Plan (“Protection Plan”) may be added to eligible orders at checkout for an additional fee. The Protection Plan covers loss, theft, or damage to packages during transit only. Coverage begins when the order ships and ends upon confirmed delivery. The following are expressly excluded from Protection Plan coverage: manufacturing defects; damage occurring after delivery; incorrect items; missing accessories or components not listed as lost; and any claim not reported within seventy-two (72) hours of the delivery date shown on the carrier’s tracking system. For stolen package claims on high-value orders, a police report may be required at Caraggio Network’s sole discretion. The Protection Plan fee is non-refundable once the shipment has left the distribution facility. Standard carrier claims remain the Dealer’s responsibility for orders not covered by the Protection Plan.

21.15 No Customer Pick-Up or Will-Call — Shipping-Only Fulfillment

Caraggio Network does not offer customer pick-up, will-call, or in-person order retrieval at any of its distribution or office locations. All orders are fulfilled exclusively by shipment to the verified address on file or to a pre-approved drop-ship address. Any person who presents at a Caraggio Network facility requesting order pick-up will be directed to contact customer support. Caraggio Network bears no liability for delays, business losses, or customer dissatisfaction arising from the absence of a will-call or pick-up option.

21.16 International Orders — Duties, Taxes, Customs, and Refused Shipment Liability

ALL INTERNATIONAL ORDERS — INCLUDING ORDERS SHIPPED TO CANADA, MEXICO, AND ALL OTHER COUNTRIES OUTSIDE THE UNITED STATES — ARE SUBJECT TO CUSTOMS FEES, IMPORT DUTIES, BROKERAGE CHARGES, AND APPLICABLE TAXES ASSESSED BY THE DESTINATION COUNTRY. ALL SUCH CHARGES ARE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE BUYER AND ARE NOT INCLUDED IN ANY QUOTED PRODUCT PRICE OR SHIPPING RATE. THESE CHARGES ARE DETERMINED BY CUSTOMS AUTHORITIES AND ARE NOT ALWAYS KNOWN AT THE TIME OF SALE. BUYERS WHO REFUSE TO ACCEPT AN INTERNATIONAL SHIPMENT, REFUSE TO PAY CUSTOMS DUTIES OR BROKERAGE FEES, OR CAUSE A SHIPMENT TO BE ABANDONED OR RETURNED ARE SOLELY RESPONSIBLE FOR ALL RESULTING COSTS, INCLUDING RETURN FREIGHT, STORAGE FEES, ABANDONMENT CHARGES, AND A MINIMUM RESTOCKING FEE OF TWENTY-FIVE PERCENT (25%) OF THE ORDER VALUE. CARAGGIO NETWORK MAKES NO GUARANTEE OF DELIVERY TIMELINES FOR INTERNATIONAL ORDERS AND SHALL NOT BE LIABLE FOR CUSTOMS-RELATED DELAYS OF ANY DURATION.

21.16a APO, FPO, and Military Address Shipping Restriction

CARAGGIO NETWORK DOES NOT SHIP TO APO (ARMY POST OFFICE), FPO (FLEET POST OFFICE), DPO (DIPLOMATIC POST OFFICE), OR ANY U.S. MILITARY MAIL ADDRESSES. CARAGGIO NETWORK ALSO DOES NOT SHIP TO POST OFFICE BOXES (P.O. BOXES) UNDER ANY CIRCUMSTANCES — ALL SHIPPING DESTINATIONS MUST BE VALID PHYSICAL STREET ADDRESSES SERVICED BY FEDEX, UPS, OR APPLICABLE LTL FREIGHT CARRIERS. ANY ORDER PLACED TO AN APO, FPO, DPO, P.O. BOX, OR OTHERWISE NON-QUALIFYING ADDRESS WILL BE CANCELLED AND REFUNDED IN FULL WITHOUT FURTHER OBLIGATION BY CARAGGIO NETWORK. CARAGGIO NETWORK RESERVES THE RIGHT TO CANCEL ANY ORDER ATTEMPTED TO BE SHIPPED TO A NON-QUALIFYING ADDRESS WITHOUT LIABILITY BEYOND A FULL REFUND OF THE PURCHASE PRICE PAID.

21.17 Prohibited Platform Conduct and Cybersecurity

In addition to all other prohibited conduct set forth in this Agreement, the following actions are expressly prohibited with respect to all Caraggio Network Digital Services and constitute material breaches entitling the Company to all available legal remedies:

- Introducing any malware, virus, ransomware, SQL injection, backdoor, or other malicious code into any Caraggio Network system, database, or API;
- Attempting to gain unauthorized access to any area of the Platform, including any back-end systems, administrative interfaces, other dealers’ accounts, or supplier data;

- Using automated scraping tools, bots, or scripts to harvest pricing, inventory, catalog, or any other data from the Platform beyond what is expressly permitted under an active API license;
- Impersonating any Caraggio Network employee, officer, or authorized representative in any communication, platform interaction, or transaction;
- Harvesting, collecting, or storing personal information of other Platform users without their express consent; and
- Using the Platform, API, or any Digital Service in any manner that violates the Computer Fraud and Abuse Act (18 U.S.C. § 1030), the Electronic Communications Privacy Act, or any other applicable federal or state cybercrime law.

21.18 Industry Association Memberships and Partner Program Compliance

Caraggio Network is a member of SEMA (Specialty Equipment Market Association), ARMO, TORA, LTAA, and other recognized industry associations. Caraggio Network’s participation in these organizations does not create any obligation to extend their membership benefits, certifications, or programs to Dealer. Dealers who wish to participate in SEMA or other industry association programs must obtain their own independent membership. References to Caraggio Network’s industry affiliations on the Website are for informational purposes only and do not constitute a representation that any particular product, service, or dealer account is certified, endorsed, or approved by any such organization.

21.19 Privacy Policy, Data Collection, and CCPA / State Privacy Law Compliance

Caraggio Network collects and processes personal and business information in connection with account registration, order processing, API access provisioning, and Platform operations. The collection, use, storage, and disclosure of such information is governed by Caraggio Network’s Privacy Policy, which is incorporated herein by reference and available at CaraggioNetwork.com. By creating an account and using the Platform, Dealer consents to the data practices described in the Privacy Policy.

To the extent that Dealer operates a business in, or sells to customers in, California or any other state that has enacted a consumer privacy law (including but not limited to the California Consumer Privacy Act (CCPA), Cal. Civ. Code § 1798.100 et seq., as amended by the CPRA), Dealer is solely responsible for ensuring its own business operations comply with all applicable privacy laws, including any obligations arising from Dealer’s collection and processing of its own customers’ personal information. Caraggio Network makes no representation that its Platform or data services are configured to satisfy Dealer’s compliance obligations under any specific state privacy law. Caraggio Network will not retain, sell, or disclose Dealer’s personal information except as described in the Privacy Policy or as required by applicable law.

21.20 Prohibition on Use of Caraggio Network Data for Artificial Intelligence Training

ALL DATA, CONTENT, CATALOG INFORMATION, PRICING DATA, PRODUCT SPECIFICATIONS, FITMENT DATA, INVENTORY SIGNALS, IMAGES, AND ANY OTHER INFORMATION ACCESSED THROUGH THE CARAGGIO NETWORK PLATFORM, API, DEALER PORTAL, SUPPLIER PORTAL, OR ANY OTHER DIGITAL SERVICE IS EXPRESSLY PROHIBITED FROM BEING USED FOR ANY OF THE FOLLOWING WITHOUT THE PRIOR WRITTEN CONSENT OF AN AUTHORIZED OFFICER OF CARAGGIO AUTOSPORTS LLC: (A) TRAINING, FINE-TUNING, EVALUATING, OR OTHERWISE IMPROVING ANY ARTIFICIAL INTELLIGENCE MODEL, MACHINE LEARNING ALGORITHM, NEURAL NETWORK, LARGE LANGUAGE MODEL, OR ANY OTHER AI OR AUTOMATED LEARNING SYSTEM; (B) BUILDING ANY DATASET, TRAINING CORPUS, OR DATA REPOSITORY INTENDED FOR USE IN AI DEVELOPMENT; OR (C) ANY AUTOMATED ANALYSIS, TRANSFORMATION, OR AGGREGATION DESIGNED TO REPLICATE, APPROXIMATE, OR REPLACE ANY CARAGGIO NETWORK DATA PRODUCT OR SERVICE. VIOLATION OF THIS PROHIBITION CONSTITUTES COPYRIGHT INFRINGEMENT, MISAPPROPRIATION OF TRADE SECRETS, AND BREACH OF THIS AGREEMENT, AND SHALL ENTITLE CARAGGIO NETWORK TO SEEK INJUNCTIVE RELIEF, STATUTORY DAMAGES UNDER 17 U.S.C. § 504, AND ALL OTHER AVAILABLE LEGAL AND EQUITABLE REMEDIES. THIS PROHIBITION APPLIES TO DEALER, ALL THIRD-PARTY DEVELOPERS AND AGENTS ACTING ON DEALER’S BEHALF, AND ANY AI PLATFORM OR SERVICE PROVIDER TO WHICH DEALER PROVIDES ACCESS TO CARAGGIO NETWORK DATA.

21.21 Prohibition on Adversarial AI Techniques, Prompt Injection, and Jailbreaking

TO THE EXTENT THAT ANY CURRENT OR FUTURE FEATURE, TOOL, INTERFACE, OR FUNCTIONALITY OF THE CARAGGIO NETWORK PLATFORM INCORPORATES, IS POWERED BY, OR INTERFACES WITH ANY ARTIFICIAL INTELLIGENCE, MACHINE LEARNING, NATURAL LANGUAGE PROCESSING, OR AUTOMATED DECISION-MAKING SYSTEM (“AI FEATURES”), DEALER IS EXPRESSLY PROHIBITED FROM: (A) ATTEMPTING TO MANIPULATE, OVERRIDE, BYPASS, OR COMPROMISE ANY AI FEATURE THROUGH ADVERSARIAL PROMPTING, PROMPT INJECTION, JAILBREAKING, OR ANY OTHER TECHNIQUE DESIGNED TO CAUSE AN AI FEATURE TO BEHAVE IN A MANNER INCONSISTENT WITH ITS INTENDED OPERATION; (B) SUBMITTING INPUTS DESIGNED TO EXTRACT SYSTEM PROMPTS, INTERNAL INSTRUCTIONS, TRAINING DATA, PRICING LOGIC, SUPPLIER INFORMATION, OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION FROM ANY AI FEATURE; (C) ATTEMPTING TO REVERSE ENGINEER, RECONSTRUCT, OR REPLICATE ANY AI FEATURE OR THE MODELS UNDERLYING IT THROUGH ITERATIVE QUERYING, SYSTEMATIC TESTING, OR ANY OTHER METHOD; (D) USING ANY AI FEATURE IN A MANNER DESIGNED TO GENERATE FALSE, MISLEADING, OR FRAUDULENT INFORMATION FOR USE IN ANY COMMERCIAL OR LEGAL CONTEXT; OR (E) USING ANY OUTPUT FROM ANY CARAGGIO NETWORK AI FEATURE TO DEVELOP, TRAIN, FINE-TUNE, OR IMPROVE ANY COMPETING AI MODEL, PLATFORM, OR TOOL. VIOLATIONS OF THIS SECTION CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND MAY ADDITIONALLY VIOLATE THE COMPUTER FRAUD AND ABUSE ACT (18 U.S.C. § 1030), THE CFAA, AND APPLICABLE TRADE SECRET LAWS, ENTITLING CARAGGIO NETWORK TO IMMEDIATE ACCOUNT TERMINATION AND ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES.

SECTION 22. PRODUCT MISUSE, INSTALLATION LIABILITY, SUPPLIER AND BRAND PORTAL OBLIGATIONS, WEB DESIGN ASSIGNMENT, INSURANCE, AND ADDITIONAL PROTECTIONS

22.1 Product Misuse, Improper Installation, and End-User Modification — Complete Disclaimer of Liability

CARAGGIO NETWORK IS A DISTRIBUTOR ONLY. CARAGGIO NETWORK DOES NOT DESIGN, ENGINEER, MANUFACTURE, TEST, INSPECT, INSTALL, OR SERVICE ANY PRODUCT. CARAGGIO NETWORK EXPRESSLY AND COMPLETELY DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM OR RELATED TO: (A) ANY MISUSE, ABUSE, NEGLIGENCE, ABNORMAL USE, OR USE OUTSIDE THE INTENDED APPLICATION OF ANY PRODUCT BY DEALER, DEALER’S EMPLOYEES, OR ANY END CUSTOMER; (B) IMPROPER, INCORRECT, OR NON-PROFESSIONAL INSTALLATION OF ANY PRODUCT BY ANY PERSON; (C) MODIFICATION, ALTERATION, DISASSEMBLY, OR TAMPERING WITH ANY PRODUCT AFTER DELIVERY; (D) COMBINATION OR USE OF ANY PRODUCT WITH OTHER COMPONENTS, PARTS, OR SYSTEMS NOT APPROVED OR RECOMMENDED BY THE MANUFACTURER; (E) FAILURE TO FOLLOW MANUFACTURER’S INSTALLATION INSTRUCTIONS, TORQUE SPECIFICATIONS, APPLICATION GUIDELINES, OR SAFETY WARNINGS; (F) INSTALLATION OF ANY PRODUCT ON AN INCOMPATIBLE, DAMAGED, OR UNSAFE VEHICLE; (G) USE OF ANY PRODUCT FOR A PURPOSE OTHER THAN THAT FOR WHICH IT WAS DESIGNED AND MARKETED; AND (H) ANY PERSONAL INJURY, PROPERTY DAMAGE, VEHICLE DAMAGE, ACCIDENT, OR DEATH ARISING FROM ANY OF THE FOREGOING CAUSES. THIS DISCLAIMER APPLIES REGARDLESS OF WHETHER CARAGGIO NETWORK HAD PRIOR KNOWLEDGE THAT SUCH MISUSE OR IMPROPER INSTALLATION WAS OCCURRING OR LIKELY TO OCCUR.

Dealer acknowledges that it is solely responsible for: (i) ensuring that all products purchased from Caraggio Network are installed by qualified, competent professionals in accordance with the manufacturer’s specifications and all applicable safety standards; (ii) verifying product compatibility, fitment, and suitability for the specific vehicle application before ordering or installing any product; (iii) communicating all manufacturer warnings, installation instructions, and safety information to the end consumer prior to and at the point of sale; and (iv) ensuring that no product purchased from Caraggio Network is installed on any vehicle in violation of applicable federal, state, or local safety or emissions

laws. Dealer's failure to fulfill any of these obligations is solely Dealer's responsibility and shall not create any liability whatsoever for Caraggio Network.

22.2 Dealer Employee Training, System Knowledge, and Staff Competency — Caraggio Network Has No Obligation

CARAGGIO NETWORK HAS NO OBLIGATION WHATSOEVER TO TRAIN, EDUCATE, OR ONBOARD ANY DEALER EMPLOYEE, STAFF MEMBER, OR AUTHORIZED USER ON THE USE OF THE CARAGGIO NETWORK DEALER PORTAL, ORDERING SYSTEM, OR ANY OTHER DIGITAL SERVICE. IT IS DEALER'S SOLE AND EXCLUSIVE RESPONSIBILITY TO ENSURE THAT EVERY INDIVIDUAL WHO IS GRANTED ACCESS TO THE DEALER PORTAL OR WHO PLACES ORDERS ON BEHALF OF DEALER IS FULLY TRAINED ON AND COMPETENT IN THE USE OF THE SYSTEM BEFORE DOING SO. CARAGGIO NETWORK SHALL HAVE NO LIABILITY FOR ANY ORDER ERROR, MISSED ORDER, DUPLICATE ORDER, INCORRECT PART NUMBER, WRONG QUANTITY, IMPROPER SHIPPING ADDRESS, OR ANY OTHER ORDERING MISTAKE ARISING FROM ANY DEALER EMPLOYEE'S LACK OF TRAINING, UNFAMILIARITY WITH THE SYSTEM, NEGLIGENCE, INATTENTION, OR FAILURE TO FOLLOW PROPER ORDERING PROCEDURES. DEALER ASSUMES ALL FINANCIAL AND OPERATIONAL CONSEQUENCES OF ITS EMPLOYEES' ACTIONS AND OMISSIONS IN CONNECTION WITH THE USE OF THE CARAGGIO NETWORK PLATFORM.

22.3 Dealer's Duty to Transmit Manufacturer Warnings, Instructions, and Safety Labels

Dealer assumes an affirmative legal obligation to transmit, intact and unaltered, all manufacturer-provided warnings, installation instructions, application guides, safety labels, emissions notices, and product use limitations to each end consumer at or before the point of sale. Dealer shall not remove, alter, obscure, or fail to communicate any warning or instruction provided by the manufacturer or included with any product. Dealer's failure to properly transmit manufacturer warnings and instructions to end consumers is solely Dealer's legal responsibility and shall not create any claim, obligation, or liability for Caraggio Network. Dealer hereby indemnifies and holds harmless Caraggio Network from and against any and all claims arising from Dealer's failure to comply with this obligation.

22.3b Prohibition on Removal or Obscuring of Manufacturer Warning Notices

Dealer shall ensure that all warning notices, safety labels, compliance markings, hazard disclosures, and instructional labels affixed to or included with any product purchased from Caraggio Network are not removed, altered, obscured, covered, defaced, or destroyed at any point prior to or following delivery to the end consumer. This obligation applies to: (a) warning labels physically affixed to the product or its packaging by the manufacturer; (b) written warnings and hazard notices included in product documentation, installation instructions, or warranty registration materials; and (c) any digital or electronic warning or compliance notice associated with the product. Dealer shall take commercially reasonable steps to ensure that all persons who use, install, or service any product purchased from Caraggio Network receive and acknowledge all applicable warnings and instructions before the product is used or installed. Any loss, damage, personal injury, death, or regulatory penalty arising from the removal, alteration, or obscuring of a manufacturer warning notice by Dealer or any person acting on Dealer's behalf shall be the sole legal and financial responsibility of Dealer, and Dealer shall indemnify Caraggio Network from all related claims pursuant to Section 12.

22.3a Part Fitment Verification — Dealer's Sole Responsibility Before Ordering and Installing

CARAGGIO NETWORK'S PLATFORM, CATALOG DATA, FITMENT GUIDES, VEHICLE APPLICATION CHARTS, AND PRODUCT DESCRIPTIONS ARE PROVIDED AS A CONVENIENCE ONLY AND ARE SOURCED FROM MANUFACTURER AND SUPPLIER DATA FEEDS THAT MAY CONTAIN ERRORS, OMISSIONS, OR OUTDATED INFORMATION. CARAGGIO NETWORK MAKES NO WARRANTY THAT ANY PART FITMENT, VEHICLE APPLICATION, OR COMPATIBILITY INFORMATION DISPLAYED ON THE PLATFORM IS ACCURATE, COMPLETE, OR CURRENT. DEALER ASSUMES FULL AND SOLE RESPONSIBILITY FOR VERIFYING PART FITMENT AND COMPATIBILITY BEFORE PLACING ANY ORDER AND AGAIN BEFORE INSTALLING ANY PRODUCT. AT MINIMUM, DEALER AND DEALER'S TECHNICIANS MUST: (A) VERIFY THAT ALL VEHICLE YEAR, MAKE, MODEL, ENGINE, AND SUBMODEL INFORMATION USED IN ANY PARTS

SEARCH IS ACCURATE AND COMPLETE; (B) READ AND CONFIRM ALL APPLICATION NOTES, COMPATIBILITY WARNINGS, AND FITMENT QUALIFIERS LISTED WITH THE PRODUCT BEFORE ORDERING; (C) PHYSICALLY COMPARE THE RECEIVED PART TO THE ORIGINAL PART OR VEHICLE APPLICATION BEFORE BEGINNING ANY INSTALLATION; AND (D) CONTACT CARAGGIO NETWORK OR THE MANUFACTURER BEFORE INSTALLING ANY PART THAT APPEARS INCONSISTENT WITH THE EXPECTED FITMENT. ONCE A PART HAS BEEN INSTALLED IT IS NON-RETURNABLE REGARDLESS OF FITMENT OUTCOME. CARAGGIO NETWORK BEARS NO LIABILITY FOR ANY VEHICLE DAMAGE, INJURY, DEATH, LABOR COST, OR OTHER LOSS ARISING FROM A DEALER'S OR TECHNICIAN'S FAILURE TO PROPERLY VERIFY PART FITMENT BEFORE ORDERING OR BEFORE INSTALLATION.

Caraggio Network does not provide installation instructions, installation labor, or technical support for part installation. All installation guidance must be obtained directly from the manufacturer's documentation, a licensed professional installer, or appropriate technical repair resources. Caraggio Network makes no representation regarding the accuracy or completeness of any manufacturer-supplied installation instructions, and is not liable for any outcome resulting from reliance on such instructions. Dealer is responsible for ensuring that all technicians who order or install parts sourced through Caraggio Network are adequately trained in part identification, fitment verification, and safe installation procedures.

22.4 Magnuson-Moss Warranty Act — OEM Vehicle Warranty Impact Disclaimer

Caraggio Network makes no representation of any kind regarding whether the installation of any product sold through the Caraggio Network will or will not void, alter, reduce, or otherwise affect any original equipment manufacturer (OEM) vehicle warranty. The determination of OEM warranty impact is governed by the Magnuson-Moss Warranty Act (15 U.S.C. § 2301 et seq.) and is the sole responsibility of Dealer and the end consumer to investigate and determine prior to installation. Caraggio Network expressly disclaims all liability for any OEM warranty denial, vehicle damage, or financial loss arising from the installation of any aftermarket product sourced through the Caraggio Network, regardless of whether that denial or loss is directly or indirectly related to a product purchased from Caraggio Network.

22.5 Brand Portal Users — Mandatory Minimum Monthly Content Update Requirement

ANY BRAND, MANUFACTURER, OR BRAND REPRESENTATIVE GRANTED ACCESS TO A CARAGGIO NETWORK BRAND PORTAL IS REQUIRED TO PERFORM AT MINIMUM ONE (1) SUBSTANTIVE CONTENT UPDATE PER CALENDAR MONTH. A "SUBSTANTIVE UPDATE" IS DEFINED AS ANY MEANINGFUL REVISION TO PRODUCT LISTINGS, PRICING, AVAILABILITY, IMAGES, SPECIFICATIONS, DESCRIPTIONS, OR OTHER BRAND CONTENT THAT REFLECTS THE CURRENT AND ACCURATE STATE OF THE BRAND'S PRODUCT CATALOG. BRANDS THAT FAIL TO PERFORM A MINIMUM MONTHLY UPDATE FOR TWO (2) CONSECUTIVE MONTHS WILL RECEIVE A WRITTEN NOTICE FROM CARAGGIO NETWORK. FAILURE TO COMPLY WITHIN TEN (10) BUSINESS DAYS OF SUCH NOTICE MAY RESULT IN: (A) SUSPENSION OF THE BRAND'S PORTAL ACCESS; (B) DELISTING OF THE BRAND'S PRODUCTS FROM ACTIVE CATALOG VIEWS; OR (C) TERMINATION OF THE BRAND'S PORTAL AGREEMENT, AT CARAGGIO NETWORK'S SOLE DISCRETION. CARAGGIO NETWORK BEARS NO LIABILITY FOR INACCURATE, STALE, OR OUTDATED BRAND DATA CAUSED BY A BRAND'S FAILURE TO MAINTAIN ITS PORTAL IN ACCORDANCE WITH THIS REQUIREMENT.

22.6 Supplier Data Feeds — Mandatory Daily Update Requirement and Stale Data Liability

ALL SUPPLIERS INTEGRATED WITH THE CARAGGIO NETWORK ARE REQUIRED TO PROVIDE AND MAINTAIN ACCURATE INVENTORY AND PRICING DATA FEEDS UPDATED AT MINIMUM ONCE EVERY TWENTY-FOUR (24) HOURS ("DAILY UPDATE REQUIREMENT"). SUPPLIERS WHO FAIL TO MEET THE DAILY UPDATE REQUIREMENT WILL BE NOTIFIED BY CARAGGIO NETWORK. PERSISTENT FAILURE TO MAINTAIN COMPLIANT DAILY DATA FEEDS MAY RESULT IN IMMEDIATE SUSPENSION OF THE SUPPLIER'S DATA INTEGRATION, DELISTING OF AFFECTED PRODUCTS FROM THE ACTIVE CATALOG, OR TERMINATION OF THE SUPPLIER'S INTEGRATION AGREEMENT, AT CARAGGIO NETWORK'S SOLE DISCRETION AND WITHOUT LIABILITY TO THE SUPPLIER. DEALERS ARE EXPRESSLY NOTIFIED THAT INVENTORY AND PRICING DATA DISPLAYED IN THE PORTAL IS SOURCED FROM SUPPLIER FEEDS AND MAY REFLECT A SUPPLIER'S LAST SUCCESSFUL UPDATE, WHICH MAY BE UP TO TWENTY-FOUR (24)

HOURS OLD. CARAGGIO NETWORK BEARS NO LIABILITY FOR FULFILLMENT FAILURES, PRICING DISCREPANCIES, OR OUT-OF-STOCK CONDITIONS CAUSED BY ANY SUPPLIER'S FAILURE TO MEET THE DAILY UPDATE REQUIREMENT.

22.7 Commerce Website Program — Third-Party Developer Assignment; Caraggio Network Role as Coordinator Only

CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE CARAGGIO NETWORK COMMERCE WEBSITE PROGRAM IS A COORDINATED REFERRAL AND PROJECT MANAGEMENT SERVICE THROUGH WHICH CARAGGIO NETWORK ASSIGNS CLIENTS TO AN INDEPENDENT THIRD-PARTY DEVELOPER OR DEVELOPMENT FIRM ("ASSIGNED DEVELOPER"). THE ACTUAL DESIGN, DEVELOPMENT, CODING, IMPLEMENTATION, AND DELIVERY OF ALL WEBSITE SERVICES ARE PERFORMED ENTIRELY BY THE ASSIGNED DEVELOPER, NOT BY CARAGGIO NETWORK. CARAGGIO NETWORK'S ROLE IS LIMITED TO: (A) COORDINATING THE ASSIGNMENT OF CLIENT TO AN APPROPRIATE ASSIGNED DEVELOPER; (B) PROVIDING API ACCESS AND PLATFORM INTEGRATION GUIDANCE TO THE ASSIGNED DEVELOPER; AND (C) FACILITATING COMMUNICATION BETWEEN CLIENT AND THE ASSIGNED DEVELOPER WHERE COMMERCIALY REASONABLE. CARAGGIO NETWORK IS NOT THE DEVELOPER, IS NOT A PARTY TO ANY DEVELOPMENT CONTRACT BETWEEN CLIENT AND THE ASSIGNED DEVELOPER, AND BEARS NO LIABILITY WHATSOEVER FOR: THE QUALITY, TIMELINESS, OR COMPLETENESS OF ANY DEVELOPMENT WORK; ANY DELIVERABLE FAILURE BY THE ASSIGNED DEVELOPER; DATA BREACHES OR SECURITY INCIDENTS WITHIN THE CLIENT'S WEBSITE INFRASTRUCTURE; INTELLECTUAL PROPERTY INFRINGEMENT BY THE ASSIGNED DEVELOPER; OR ANY OTHER ACT OR OMISSION OF THE ASSIGNED DEVELOPER. CLIENT'S SOLE RECOURSE FOR ANY DEVELOPMENT-RELATED ISSUE IS AGAINST THE ASSIGNED DEVELOPER DIRECTLY.

Caraggio Network makes no representation or warranty regarding the qualifications, capabilities, availability, or fitness of any Assigned Developer. The fact that Caraggio Network has assigned or recommended a particular developer does not constitute an endorsement, guarantee, or warranty of that developer's services. Client is strongly encouraged to enter into a separate, independent written development agreement directly with the Assigned Developer prior to the commencement of any work, and to independently verify the developer's qualifications, insurance, and portfolio. The setup fee paid to Caraggio Network covers only the coordination and platform integration component of the program, not the developer's services, which are subject to separate contractual arrangements between Client and the Assigned Developer.

22.8 Dealer Insurance Requirements — Product Liability and General Business Coverage

Dealer represents and warrants that it maintains, and will maintain throughout the term of this Agreement, the following minimum insurance coverage: (a) Commercial General Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, including product liability coverage for all products resold by Dealer; and (b) such other insurance coverage as is customary and appropriate for a business of Dealer's type and size. Caraggio Network reserves the right to request a Certificate of Insurance naming Caraggio Autosports LLC as an Additional Insured upon thirty (30) days' written notice. Dealer's failure to maintain required insurance coverage or to provide a Certificate of Insurance upon request is a material breach of this Agreement and grounds for immediate account suspension. Caraggio Network's request for or review of any Certificate of Insurance does not constitute any representation that Dealer's insurance is adequate for any purpose.

22.9 Independent Allocation of Risk — Pricing Reflects All Limitations and Disclaimers

EACH AND EVERY PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY, EXCLUSION OF DAMAGES, INDEMNIFICATION OBLIGATION, OR ALLOCATION OF RISK IS AN INDEPENDENTLY NEGOTIATED, SEVERABLE, AND ESSENTIAL ELEMENT OF THE COMMERCIAL BARGAIN BETWEEN THE PARTIES. THE PRICING OFFERED BY CARAGGIO NETWORK TO DEALER — INCLUDING WHOLESALE PRICING, MEMBERSHIP FEES, AND SUBSCRIPTION RATES — DIRECTLY REFLECTS AND IS CONSIDERATION FOR DEALER'S ACCEPTANCE OF ALL SUCH

LIMITATIONS, DISCLAIMERS, AND ALLOCATIONS OF RISK. EACH SUCH PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT INDEPENDENTLY OF ALL OTHER PROVISIONS AND SHALL APPLY EVEN IF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE. DEALER ACKNOWLEDGES THAT IT HAS HAD A FULL AND FAIR OPPORTUNITY TO NEGOTIATE THESE TERMS AND THAT IT VOLUNTARILY ACCEPTS THIS ALLOCATION OF RISK AS A CONDITION OF RECEIVING CARAGGIO NETWORK'S PREFERENTIAL PRICING AND ACCESS.

22.10 Non-Circumvention — Prohibition on Direct Supplier Contact and Relationship Bypass

Dealer acknowledges that through its use of the Caraggio Network Platform, it may gain access to information about Caraggio Network's supplier relationships, brand partnerships, distribution agreements, and proprietary sourcing arrangements (collectively, "Proprietary Relationships"). Dealer expressly agrees that it will not, during the term of this Agreement or for a period of two (2) years following termination or cancellation of Dealer's account for any reason, directly or indirectly: (a) contact any Caraggio Network supplier, brand partner, or manufacturer identified through or in connection with Dealer's use of the Platform for the purpose of establishing a direct purchasing relationship that circumvents Caraggio Network; (b) use any knowledge of Caraggio Network's Proprietary Relationships to compete with, undermine, or replace Caraggio Network's role in the supply chain; or (c) disclose Caraggio Network's supplier identities, terms, or arrangements to any third party for competitive purposes. Violation of this Section constitutes misappropriation of trade secrets and a material breach of this Agreement, entitling Caraggio Network to injunctive relief and all available legal and equitable remedies including lost profits and attorney's fees.

22.11 Representation Against Competing Distributor or Wholesale Platform Enrollment

By applying for and maintaining a Dealer account, Dealer represents and warrants that: (a) Dealer is a legitimate retail or service business that purchases products for resale to end consumers, not a competing wholesale distributor, automotive data platform, or B2B marketplace; and (b) Dealer is not enrolling in the Caraggio Network for the purpose of gathering competitive intelligence, pricing data, supplier information, or catalog data for use by a competing business. Caraggio Network reserves the right to deny or immediately terminate any account that it reasonably believes was created by or for the benefit of a competing wholesale distributor, data aggregator, or platform operator. Dealer's misrepresentation of its business type in order to gain access to the Platform constitutes fraudulent misrepresentation, entitling Caraggio Network to all available legal and equitable remedies and forfeiture of all fees paid.

22.12 Restriction on Advertising Caraggio Network Affiliation or Partnership

Dealer may not use Caraggio Network's name, logos, trademarks, or any language suggesting a special partnership, endorsement, sponsorship, or exclusive affiliation with Caraggio Network in any advertisement, website, social media profile, marketing material, or business communication without the prior written approval of an authorized officer of Caraggio Autosports LLC. The existence of a Dealer account does not authorize Dealer to represent itself as a "Caraggio Network Partner," "Powered by Caraggio," "Caraggio Authorized Dealer," or any similar designation without written consent. Unauthorized use of Caraggio Network's name or marks in any advertising or marketing context constitutes trademark infringement and a material breach of this Agreement.

22.13 Fraudulent Account Applications, Identity Misrepresentation, and Fictitious Business Entities

ANY PERSON OR ENTITY THAT APPLIES FOR OR MAINTAINS A CARAGGIO NETWORK DEALER ACCOUNT USING FALSE, FABRICATED, STOLEN, OR MISREPRESENTED BUSINESS INFORMATION — INCLUDING BUT NOT LIMITED TO A FICTITIOUS BUSINESS NAME, STOLEN EMPLOYER IDENTIFICATION NUMBER (EIN), FALSE BUSINESS ADDRESS, OR FRAUDULENT IDENTITY — IS GUILTY OF FRAUD AND SHALL BE SUBJECT TO: (A) IMMEDIATE PERMANENT ACCOUNT TERMINATION; (B) FORFEITURE OF ALL FEES PAID AND ALL CREDITS ACCUMULATED; (C) CIVIL LEGAL ACTION FOR FRAUD, IDENTITY THEFT, AND ALL RESULTING DAMAGES; (D) REFERRAL TO APPROPRIATE FEDERAL AND STATE LAW

ENFORCEMENT AGENCIES INCLUDING THE FEDERAL TRADE COMMISSION, THE INTERNAL REVENUE SERVICE, AND THE MISSOURI ATTORNEY GENERAL'S OFFICE; AND (E) RECOVERY OF ALL COSTS, ATTORNEY'S FEES, AND INVESTIGATION EXPENSES INCURRED BY CARAGGIO NETWORK IN IDENTIFYING AND PROSECUTING THE FRAUDULENT ACCOUNT. CARAGGIO NETWORK COOPERATES FULLY WITH ALL LAW ENFORCEMENT INVESTIGATIONS OF SUSPECTED ACCOUNT FRAUD AND DOES NOT MAINTAIN CONFIDENTIALITY OF FRAUDULENT ACCOUNT INFORMATION.

22.13a Federal Criminal Exposure for Fraudulent Account Activity

In addition to the civil and administrative consequences described in Section 22.13, fraudulent account applications, identity misrepresentation, and brand impersonation schemes targeting Caraggio Network may constitute federal criminal offenses, including without limitation: (a) wire fraud under 18 U.S.C. § 1343, which prohibits the use of interstate electronic communications — including email, web forms, and online order systems — in furtherance of any scheme or artifice to defraud, and carries a penalty of up to twenty (20) years imprisonment per count; (b) mail fraud under 18 U.S.C. § 1341, which prohibits the use of the U.S. Postal Service or any private or commercial interstate carrier in furtherance of any scheme to defraud; (c) identity theft and aggravated identity theft under 18 U.S.C. §§ 1028 and 1028A, which prohibit the knowing use of another person's identification in connection with any federal crime; and (d) computer fraud under the Computer Fraud and Abuse Act, 18 U.S.C. § 1030, which prohibits unauthorized access to protected computer systems. Caraggio Network will report confirmed fraudulent activity to the Federal Bureau of Investigation (FBI), the Federal Trade Commission (FTC) at ReportFraud.ftc.gov, the Internal Revenue Service (IRS) where applicable, and the Missouri Attorney General's Office, and will cooperate fully with any federal or state criminal investigation or prosecution arising from fraudulent account activity.

22.14 Geographic Scope of Dealer Account — No Exclusive Territory

A Caraggio Network Dealer account does not convey any exclusive geographic territory, exclusive product rights, or exclusive brand access of any kind. Caraggio Network expressly reserves the right to sell to, authorize, and service any number of Dealers in any geographic area, including the same geographic area as any existing Dealer, without liability or obligation to existing Dealers. No Dealer shall have any right of action against Caraggio Network for selling to any other Dealer regardless of geographic proximity. Nothing in this Agreement shall be construed as creating an exclusive distributorship, franchise relationship, or territorial restriction of any kind.

SECTION 23. PRIVACY POLICY — DATA COLLECTION, USE, DISCLOSURE, AND YOUR RIGHTS

Effective Date: January 1, 2025 • Last Updated: January 1, 2025 • Applies to: CaraggioNetwork.com, B2B.CaraggioNetwork.com, Caraggio.com, and all associated platforms and portals operated by Caraggio Autosports LLC.

23.1 Who We Are and How to Contact Us

Caraggio Autosports LLC, doing business as The Caraggio Network ("Caraggio Network," "we," "us," or "our"), is the data controller responsible for the collection and processing of personal and business information through our websites, platforms, portals, and services. For all privacy-related inquiries, data subject access requests, or complaints, contact us at: Privacy Officer, Caraggio Autosports LLC, 555 Fee Fee Rd., Maryland Heights, MO 63043 • Email: privacy@caraggio.com • Phone: (800) 546-6180. We will respond to all verifiable privacy requests within thirty (30) days of receipt.

23.2 Categories of Information We Collect

We collect the following categories of information when you register for an account, use our platforms, place orders, or interact with our services:

- Business and Identity Information: legal business name, DBA name, business address, federal Tax ID (EIN), state resale certificate, business type, and ownership information provided during account registration and verification;
- Personal Contact Information: name, title, business email address, phone number, and mobile number of authorized account users;
- Financial and Payment Information: credit card numbers (stored by our payment processor, not directly by us), billing address, bank account information for ACH payments, credit application data, payment history, and outstanding balance records;
- Transaction and Order Data: purchase history, order details, product SKUs, quantities, shipping addresses, drop-ship addresses, return records, RMA numbers, and invoice data;
- Platform Usage and Technical Data: IP address, browser type, operating system, device identifiers, pages visited, features used, API call logs, session duration, referring URLs, and clickstream data collected automatically when you use our platforms;
- Communications Data: records of phone calls (which may be recorded as disclosed in Section 20.12), emails, support tickets, chat transcripts, and other communications with our team; and
- Compliance and Screening Data: information collected through third-party compliance screening agencies in connection with OFAC, anti-money laundering, and fraud prevention obligations as described in Section 19.2.

23.3 How We Use Your Information

We use the information we collect for the following purposes:

- Account creation, verification, and management, including identity verification, Tax ID validation, and ongoing account administration;
- Order processing, fulfillment, shipping, delivery tracking, returns processing, and customer support;
- Credit assessment, payment processing, billing, collections, and financial account management;
- Fraud detection, prevention, and investigation, including monitoring for suspicious activity, chargeback patterns, and unauthorized access;
- Regulatory compliance, including OFAC screening, export control compliance, and AML obligations;
- Platform improvement, analytics, and performance monitoring to enhance the user experience, fix technical issues, and develop new features;
- Marketing communications including newsletters, product announcements, promotional offers, and industry news, sent only to Dealers who have opted in or who have an existing business relationship with us, with opt-out available at any time; and
- Legal compliance and enforcement, including enforcing this Agreement, responding to legal process, protecting our rights, and cooperating with law enforcement investigations.

23.4 Cookies, Pixels, and Tracking Technologies

Our websites and portals use cookies, pixels, web beacons, session identifiers, and similar tracking technologies to operate the platform, analyze usage, and improve our services. We use the following categories of cookies: (a) Strictly Necessary Cookies, which are required for the platform to function and cannot be disabled — these include session cookies that maintain your logged-in state and security tokens; (b) Analytics and Performance Cookies, which collect anonymized data about how visitors use our platform, including pages visited, time on page, and error reports, using tools such as Google Analytics or equivalent services; and (c) Functional Cookies, which remember your preferences and settings to enhance your experience. You may control non-essential cookies through your browser settings; however, disabling strictly necessary cookies will impair or prevent platform functionality. We do not use advertising or third-party retargeting cookies without your consent. By using our platforms, you consent to our use of cookies as described in this Section.

23.5 How We Share Your Information — Third-Party Disclosure

We do not sell your personal information. We may share your information with the following categories of third parties only to the extent necessary to operate our business and fulfill our obligations to you:

- Payment Processors: credit card processors, ACH processors, and banking partners who handle payment transactions on our behalf under strict data security standards;
- Shipping Carriers and Logistics Providers: FedEx, UPS, LTL freight carriers, and other delivery services who require order and address information to fulfill shipments;
- Compliance and Screening Agencies: third-party agencies engaged to perform OFAC screening, AML compliance checks, fraud detection, and credit reporting as described in Section 19.2;
- Credit Bureaus and Investigative Agencies: for the purpose of evaluating creditworthiness and verifying credit references as part of the credit application process;
- Cloud Infrastructure and Technology Providers: hosting, database, and software-as-a-service providers used to operate our platforms, under contractual data protection obligations;
- Legal and Professional Advisors: attorneys, accountants, and other professional advisors under strict confidentiality obligations; and
- Law Enforcement and Government Agencies: when required by valid legal process, court order, subpoena, or applicable law, or when we reasonably believe disclosure is necessary to protect our rights, prevent fraud, or ensure safety.

23.6 Data Retention Periods

We retain personal and business information for as long as necessary to fulfill the purposes for which it was collected, as required by applicable law, or as needed to resolve disputes and enforce our agreements. Our general retention guidelines are: (a) Account and registration data: retained for the duration of the active account plus seven (7) years after account closure, to satisfy tax, accounting, and legal record-keeping requirements; (b) Order and transaction records: retained for seven (7) years from the date of transaction in accordance with IRS and Missouri state record-keeping requirements; (c) Payment and credit records: retained for seven (7) years; (d) Compliance and screening records: retained for the period required by applicable regulations, typically five (5) to seven (7) years; (e) Platform usage and technical logs: retained for up to two (2) years; and (f) Marketing communications: retained until you opt out, at which time your marketing preferences are updated within ten (10) Business Days, though transactional records may be retained longer as described above. Deletion of data following applicable retention periods will be performed in a manner that renders the data unrecoverable.

23.7 Data Security Measures and Breach Notification

Caraggio Network implements commercially reasonable administrative, technical, and physical security measures to protect the personal and business information in our custody from unauthorized access, disclosure, alteration, or destruction. These measures include SSL/TLS encryption for data in transit, access controls and role-based permissions for Platform systems, password security requirements, regular security assessments, and contractual security obligations imposed on all third-party service providers who handle our data. Notwithstanding these measures, no data security system is impenetrable, and Caraggio Network cannot guarantee the absolute security of any information. In the event of a data breach that affects your personal information and triggers notification obligations under applicable law — including the Missouri Data Breach Notification Act (RSMo § 407.1500) and any other applicable state notification laws — we will notify affected individuals in the manner and within the timeframes required by law. Notifications will be sent to the email address on file for your account. Caraggio Network is not liable for any loss or damage arising from a data breach caused by factors outside its reasonable control, including third-party cyberattacks.

23.8 We Do Not Sell or Share Personal Information for Cross-Context Behavioral Advertising

CARAGGIO NETWORK DOES NOT SELL, RENT, TRADE, OR OTHERWISE DISCLOSE YOUR PERSONAL INFORMATION TO THIRD PARTIES FOR MONETARY OR OTHER VALUABLE CONSIDERATION. CARAGGIO NETWORK DOES NOT SHARE YOUR PERSONAL INFORMATION WITH THIRD PARTIES FOR CROSS-CONTEXT BEHAVIORAL ADVERTISING PURPOSES. THIS APPLIES TO ALL USERS INCLUDING RESIDENTS OF CALIFORNIA UNDER THE CCPA/CPRA AND RESIDENTS OF ALL OTHER STATES WITH APPLICABLE CONSUMER PRIVACY LAWS. YOU DO NOT NEED TO SUBMIT AN OPT-OUT REQUEST BECAUSE WE DO NOT ENGAGE IN THE SALE OR SHARING OF PERSONAL INFORMATION AS DEFINED BY APPLICABLE PRIVACY LAWS.

23.9 Your Privacy Rights — Access, Correction, Deletion, and Portability

Depending on the state in which you reside or operate, you may have the following rights with respect to your personal information. To exercise any of these rights, submit a verifiable request to privacy@caraggio.com. We will respond within thirty (30) days or as required by applicable law:

- Right to Know / Right of Access: the right to request a copy of the personal information we hold about you and information about how we use and share it;
- Right to Correction: the right to request correction of inaccurate personal information we hold about you;
- Right to Deletion: the right to request deletion of personal information we hold about you, subject to exceptions for data we are legally required to retain (e.g., financial records, compliance records, open dispute records);
- Right to Data Portability: the right to receive a machine-readable copy of your personal information to transfer to another controller, where technically feasible;
- Right to Opt Out of Marketing: the right to opt out of marketing communications at any time by using the unsubscribe link in any marketing email or by contacting privacy@caraggio.com. Opting out of marketing does not affect transactional or legal communications; and
- Right of Non-Discrimination: we will not discriminate against you for exercising any of your privacy rights. Exercising your privacy rights will not result in denial of services, different pricing, or reduced quality of service.

23.10 State-Specific Privacy Rights

In addition to the rights described in Section 23.9, residents of the following states may have additional rights under their applicable state privacy laws. Where any state law provides rights beyond those described herein, we will honor such rights to the extent required: California (CCPA/CPRA — Cal. Civ. Code § 1798.100 et seq.); Virginia (VCDPA); Colorado (CPA); Connecticut (CTDPA); Texas (TDPSA); Florida (FDBR); Montana (MCDPA); Oregon (OCA); and any other state that has enacted a comprehensive consumer data privacy law. Residents of these states may submit additional rights requests to privacy@caraggio.com. We will respond within the timeframe required by applicable state law. For California residents specifically: (a) we do not sell or share personal information as those terms are defined under the CCPA/CPRA; (b) we do not use sensitive personal information for purposes beyond those permitted without an opt-out right; and (c) you have the right to limit use of sensitive personal information where applicable.

23.11 Children's Privacy

The Caraggio Network Platform and all associated services are intended solely for use by adults who are at least eighteen (18) years of age and who are operating legitimate business entities. We do not knowingly collect, solicit, or retain personal information from individuals under the age of eighteen (18). If we become aware that we have inadvertently collected personal information from a minor, we will take prompt steps to delete such information from our systems. If you believe that a minor has provided personal information to Caraggio Network, please contact us immediately at privacy@caraggio.com.

23.11a COPPA Compliance — Children's Online Privacy Protection Act

Caraggio Network complies with the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. §§ 6501–6506, and the FTC’s implementing regulations at 16 C.F.R. Part 312. The Caraggio Network platform, website, and all associated services are directed exclusively at businesses and business professionals, and are not directed at children under the age of thirteen (13). Caraggio Network does not knowingly collect, use, or disclose personal information from any child under the age of thirteen (13) without verifiable parental consent as required by COPPA. If a parent or guardian believes that a child under thirteen (13) has provided personal information to Caraggio Network, they should contact Caraggio Network immediately at privacy@caraggio.com. Upon receiving such a notification, Caraggio Network will: (a) investigate the reported collection; (b) promptly delete any personal information collected from a child under thirteen (13) from its systems to the extent required by COPPA; and (c) notify the parent or guardian of the steps taken. Because the Caraggio Network platform requires registration as a verified business entity with a valid EIN and business documentation, the practical likelihood of a child under thirteen accessing the platform is extremely low; however, this Section is included to ensure full statutory compliance and to provide parents and guardians with a clear notice and removal procedure.

23.12 Changes to This Privacy Policy

We reserve the right to update or modify this Privacy Policy at any time. Material changes will be communicated by posting the revised Policy on the Website with an updated effective date and, where required by applicable law, by direct notification to affected individuals via the email address on file. Your continued use of the Caraggio Network Platform following the effective date of any revised Privacy Policy constitutes your acceptance of the changes. We encourage you to review this Privacy Policy periodically. The current version is always available at CaraggioNetwork.com/privacy.

DEALER AGREEMENT AND ACCEPTANCE

By signing below, Dealer acknowledges full agreement to all Terms and Conditions.

<p>DEALER / COMPANY NAME</p> <p>_____</p> <p>—</p> <p>AUTHORIZED OFFICER SIGNATURE</p> <p>_____</p> <p>—</p> <p>PRINTED NAME & TITLE</p> <p>_____</p> <p>—</p> <p>DATE</p> <p>_____</p> <p>—</p>	<p>PERSONAL GUARANTEE — INDIVIDUAL</p> <p><i>I personally guarantee all obligations of the above entity.</i></p> <p>_____</p> <p>—</p> <p>GUARANTOR SIGNATURE</p> <p>_____</p> <p>—</p> <p>GUARANTOR PRINTED NAME</p> <p>_____</p> <p>—</p> <p>DATE</p> <p>_____</p> <p>—</p>
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Caraggio Autosports LLC • Caraggio Network

555 Fee Fee Rd. • Maryland Heights, MO 63043 • (800) 546-6180 • sales@caraggio.com

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This document was prepared for legal protection purposes. Dealer is encouraged to seek independent legal counsel prior to execution.