

Factory Connection[®] **THE BEST SUSPENSION. PERIOD.**[™]

FACTORY CONNECTION, INC. ADVERTISING AND TRADEMARK USE POLICY

To: All Factory Connection Dealers and Distributors
From: Factory Connection
Date: Effective June 1, 2007

FACTORY CONNECTION, INC., has developed numerous products bearing their proprietary trademarks, service marks or trade names and associated logos and trade dress (collectively, "FACTORY CONNECTION Marks"), including, without limitation, "Factory Connection", "The Best Suspension Period" and others. FACTORY CONNECTION, INC. rights to its marks are governed by federal, state and common laws that place an obligation on FACTORY CONNECTION, INC. to monitor and manage the use of the marks in the marketplace. Accordingly, to protect and control the use of the FACTORY CONNECTION Marks, FACTORY CONNECTION has adopted the following advertising and trademark use policy (the "Advertising Policy") for all Factory Connection dealers, distributors and resellers, and all third parties making reference to any FACTORY CONNECTION Mark (collectively, "Dealers").

While a Dealer is free to charge whatever price it wishes for the products it sells, each dealer agrees to comply with the following Advertising Policy which is intended to preserve the goodwill and market reputation of FACTORY CONNECTION, INC., and FACTORY CONNECTION Marks:

No Dealer may use a FACTORY CONNECTION Mark, or any similar mark, logo or derivation thereof, or any related materials that are subject to copyright protection ("Copyright Materials"), in connection with any advertisements that uses, mentions, suggests a price that is below the FACTORY CONNECTION "Minimum" advertised retail price.

The "Minimum" is considered the current Suggested Retail Price as published by FACTORY CONNECTION in the most current Factory Connection catalog less 0% "Nationally" and 0% "Locally".

"Nationally" includes nationwide publications, internet and any other published mail order type sales including any email versions of such.

"Locally" includes local print, news and advertising publications, Television, and Radio.

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For these purposes, “advertisements” include any advertisements, announcement, catalog, publication, information or notice, given or made by or on behalf of a Dealer in whatever medium, including print, audio, video, internet, email or other electronic media, and “below the suggested minimum retail price” means to offer a price promotion or discount of any sort related or applied to a product that has the effect of reducing the advertised price below the applicable minimum advertised retail price, including, for example, storewide sales, coupons, rebates, gift with purchase, purchase with purchase, discounts to special groups and the use of any products as a premium or as a qualifier for discounts on other or future purchases of products or any other discounts. For purpose of internet sales, the entire website, including the “shopping cart” or similar web site location, will be considered part of the “advertisement” if it can be accessed by links contained on or within the web site.

FACTORY CONNECTION, INC. reserves the unilateral right to discontinue doing business with any Dealer for non-compliance with this Advertising Policy.

Any violation of this Advertising Policy and/or the apparent unauthorized use of any of the FACTORY CONNECTION Marks or any Copyright Materials should be reported to FACTORY CONNECTION.

If you have any questions regarding this Advertising Policy, or if you would like FACTORY CONNECTION to approve the content of your advertisement prior to printing and distribution, please contact your Factory Connection representative or fax your request directly to FACTORY CONNECTION at 603.664-2221 phone / 603-664-2958 fax, attention Legal Department.

FACTORY CONNECTION, INC. reserves the right to modify this Advertisement Policy at any time with out prior notice.

NON-EXCLUSIVE LICENSE:

FACTORY CONNECTION grants to its Dealers a non-exclusive, non-transferable license, for as long as a Dealer is selling products carrying a FACTORY CONNECTION Mark, to use the appropriate FACTORY CONNECTION Marks and related Copyright Materials for the purpose of promoting and selling such products. This license is expressly contingent upon the Dealer’s compliance with the Advertising Policy set forth above. Dealer recognizes that FACTORY CONNECTION has an exclusive right to all FACTORY CONNECTION Marks used to identify Factory Connection products and Dealer agrees that it will not claim any right, title or interest therein or use any FACTORY CONNECTION Mark in violation of the Advertising Policy. Nothing herein shall be construed to give Dealer any right, title or interest in any of the Factory Connection Marks or Copyright Material.