



FALL / WINTER 2020-21 APPROVED BUYING PROGRAM

SUPPLIER INFO	SUPPLIER NAME	Drake Powderworks, Inc, dba DPS Skis			
	SUPPLIER ADDRESS	537 West 600 South, Suite 600			
	CITY	Sale Lake City	STATE	Utah	
	ZIP	84101			
	WEBSITE LINK	dpsskis.com	B2B SITE		
CATEGORY	ALPINE	SUB-CATEGORY			
PRESEASON PROGRAM INFO	ORDER DEADLINE	13-Mar-20			
	ORDER DISCOUNT	28%			
	EARLY ORDER DISCOUNT (WHEN APPLICABLE)	N/A	EARLY ORDER DEADLINE (WHEN APPLICABLE)	N/A	
	PAYMENT TERMS	Net 120			
	FREIGHT	FOB	FOB POINT	Salt Lake City, UT	
	START SHIP DATE	15-Aug-20			
	ANTICIPATION	N/A			
ADDITIONAL PROGRAM DETAILS	Please use the space below to provide any specific program details that are not listed above. For example: special terms, "prebook by" dates, freight incentives, one-time PO allowance, multi-category support, growth incentives, etc. (include attachment, if preferred) Bullet points stand out to the buyers better				
	See attachment with more details on the DPS/SSL Buying Group program				
REORDER	REORDER DISCOUNT	Same as earned preseason discount			
	REORDER TERMS	Same as earned preseason term			
	REORDER FREIGHT	FOB	FOB POINT	Salt Lake City, UT	
SSL REBATE DETAILS	Please use the space below to provide details on any rebate program and qualifications you are offering: N/A				
SPECIAL OFFERS	Please use the space below to provide details on specific SSL Special Model Offers (include attachment, if preferred) See DPS SSL Buying Group Show Special attachment				
MARKETING	MARKETING ASSISTANCE	Please use the space below to detail any additional marketing support: Mark Down Funds, Co-op, Promoboxx, Locally, etc. DPS offers co-op, to be determined once orders are finalized.			
	CONTACT PERSON	Steve Kropf	EMAIL	steve.kropf@dpsskis.com	
	DIGITAL CATALOG LINK				
CUSTOMER SERVICE	CS REP	Joe Seydel	CREDIT MANAGER	SUPPLIER	DPS Skis, PHANTOM
	CS EMAIL	joe.seydel@dpsskis.com		CONTACT	Roy Alston
	CS DIRECT PHONE	801-413-1737, ext 2		EMAIL	roy.alston@dpsskis.com
	COMPANY MAIN PHONE	801-413-1737		PHONE	801-413-1737



SSL Buying Group 2020/2021 Programs

DPS Preseason Programs

Full-Line Dealer Program

- 28% Discount (54% dealer margin)
- Net 120
- Order Deadline: March 13, 2020
- 6 Product styles
- Minimum order: \$12,000

New Dealer Program

New Dealer Program:

- Discount: 26% (53% dealer margin)
- Net 120
- Order Deadline: March 13, 2020
- 4 Product Styles
- Minimum Order: \$4500

Re-Order Terms: Earned preseason discount, Net 90

ORSS Show Special

Foundation Wailer 100RP(M)/Yvette 100RP (W)

- Discount: 41%, Net price:\$301.70
- Net 120
- Order Deadline: March 13, 2020
- Must be on a separate order form

SSL Buying Group 2020/2021

ORSS Show Special

Foundation Wailer 100RP(M)/Yvette 100RP (W)

- Discount: 41%, Net price:\$301.70
- Net 120
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Wailer 100RP



Yvette 100RP





DPS SKIS - SELLING TERMS 2020- USD

Statement of Purpose

Fundamentally, the DPS sales objective is to set market clearing prices for our goods. When properly communicated this price will be perceived as a great value to the end user and creates a profitable relationship between the Brand and Retailer. It is vital to DPS that each retailer sees the value of DPS products at full retail price, and is invested in communicating the value of these prices to the consumer based on the unique design, engineering, and material offerings of all DPS goods.

There are many ways for a retailer to indoctrinate customers, including training, salesmanship, service, managed inventory, and client retention through communications and events.

Every aspect of the DPS Terms Agreement is designed to build upon these principles, and ensure that we do not become reliant on discounted prices and low dealer margins to drive sell through during the peak skiing window, when snow sport goods should be at their highest price and maximum dealer margin. This Agreement is designed both to define the market clearing price of the goods, set the consumer's expectation around the brand and its goods, and support a profitable business relationship between the retailer and brand.

Minimum Advertised Pricing Schedule

	WINTER MAP	SPRING	SUMMER MAP	DREAMTIME	FALL MAP
	1/1/20 to	3/1/20 to	6/1/20 to	7/17/20 to	8/1/20 to
	2/28/20	5/31/20	7/16/20	7/31/20	2/28/21
ALCHEMIST	\$1,299.00	\$1039.20	\$1,299.00	\$1099.00	\$1,299.00
TOUR1	\$1,299.00	\$1039.20	\$1,299.00	\$1099.00	\$1,299.00
FOUNDATION	\$799.00	\$639.20	\$799.00	\$599.00	\$799.00
KOALA 119	\$899.00	\$719.20	\$899.00	\$699.00	\$899.00
POWDERWORKS	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00	\$1,399.00

Pricing changes go into effect on the Start Date, at 0:00 GMT

Inline and Carryover Product

The Dealer acknowledges that DPS has a non-standard product life-cycle where "Inline Products" are defined as a product that is of current *Construction*, and current *Shape*, as reflected in DPS literature. If the *Construction* and *Shape* do not change the following season, that product is to be treated as "Carryover" at season's end.

Discontinued Product

Discontinued Product is considered any item that no longer carries the current *Construction* designation and/or *Shape*. Discontinued product will be advertised at promotional prices after March 1 of the given spring.

Promotion

The Dealer agrees inline DPS product is not eligible for storewide promotions, and DPS will be listed as "non-participating" during storewide discount events. The Dealer agrees that "bundled" sales will be in accordance with the pricing agreements for each individual product (sum of sale > sum pricing agreement for each item).



SKIS - DPS SELLING TERMS 2020

Demonstration and Rental Product

The Dealer acknowledges product ordered at the Rental discount and dating may arrive with small blemishes, may be stamped "Demo" or "Not for Retail". Demo and Rental ski must be mounted and drilled, and not eligible for sale prior to 3/1/2020. Rental and Demonstration product needs below 15 pair are booked at the earned discount rate, shipping dates, and payment terms.

Policing and Non Compliance

The Dealer acknowledges DPS will ensure respect for this agreement, including online sweeps and secret shopper calls. DPS reserves the right to take any or all of the following steps for non-compliance, as allowable by law:

- Reduce or remove any planned events/marketing campaigns or funds or seasonal product programs.
- Reduce discount and or dating on Preseason Orders.
- Revoke the Dealer's authority to sell DPS Products online.
- Cancel outstanding orders from that Dealer to the extent DPS is contractually permitted to do.
- Close the account and decline future orders.

On Hand Inventory and Drop Shipping

The Dealer agrees they will only solicit sales of DPS product that is physically on-hand at the dealer. DPS does not offer drop-shipping to a client. All wholesale orders must be shipped and delivered to the Dealer.

Ship Windows

Orders will ship within a 14-day window. Actual Shipping charge apply within this window. If DPS cannot completely fulfill an order at this point, all available product will be delivered, and actual shipping charges for that delivery will be invoiced. Subsequent shipment(s) completing the order will be billed at \$12/pair or actual, whichever is less.

Freight

All shipments are FOB Salt Lake City, UT or as defined by DPS. Orders are billed actual freight charges, or available for Will Call pickup at DPS' warehouse.

Invoicing

The Dealer acknowledges that invoices will be electronically submitted to the AP contact within 5 days of ship, and monthly thereafter, until paid in full. Hard copies are mailed within 30 days of ship, and monthly thereafter, until paid in full. The Dealer agrees to raise discrepancies (i.e. pricing, terms, etc.) within 15 days of ship. The Dealer acknowledges that late payment due to invoicing discrepancies will not be considered, unless it is an open matter submitted within 15 days of delivery.

Receipt of Product

The Dealer agrees to notify DPS of any issue related to shipping (i.e. incomplete fulfillment, damage in transit) within 5 days from receipt. The Dealer acknowledges claims made after this date will not be considered. The Dealer acknowledges that late payment due to shipping discrepancies will not be considered, unless it is an open matter that was submitted within 5 days of delivery.

Sell Through

DPS Skis // 537 West 600 South, Suite 600, Salt Lake City, UT 84101 // info@dpsskis.com // +1.801.413.1737



DPS SKIS - SELLING TERMS 2020- USD

The Dealer agrees to notify DPS of any sell through issues that might affect timely remittance at least 30 days prior to the due date of the invoice. The Dealer acknowledges that DPS will not consider sell through as justification for late payment unless DPS has been given the opportunity to act dynamically (i.e. product rotation, payment plans, special events, client referrals, etc.)

Delinquency

The Dealer acknowledges that if the account becomes delinquent (more than 30 days past due), the dealer forfeits claim toward earned volume discounts and other associated promotions. The Dealer acknowledges delinquent accounts may not receive conventional terms the following season.

Collections

The Dealer acknowledges that as part of the financing package extended to DPS for production, DPS must carry Receivables Insurance. The Dealer acknowledges that DPS is bound by the terms of its Receivables Insurance to submit grossly delinquent account to collections. The Dealer acknowledges that DPS will lose its ability to finance production unless this stipulation is complied with, and further understands that DPS has no ability to negotiate this point.

Payment Terms

Dealers who qualify for terms but do not remit according to the agreement will forfeit all discounts and incentives on all open invoices for the remainder of the season. Accounts reaching 75 days past due will be turned over to collections.

Untenable Inventory Position

The Dealer agrees to notify DPS as quickly as possible if their product position becomes untenable.

Acceptance of Terms

By submitting a Purchase Order, the Dealer is explicitly agreeing to the terms of sale. DPS will not accept future purchase orders from Dealers that do not comply with the terms of sales including but not limited to Distance Selling, Pricing Agreement, and Payment Terms.