WELCOME!

Thank you for choosing to carry our line of In The Ditch Towing Products

I want to share with you our goals for the future . . .

◊ Create innovative, useful products for the towing industry.

◊ Continually create new and ground-breaking products that set the pace for others to follow, from the investment in people, technology, and equipment.

◊ Help as many people succeed from the use of our products as possible.

We will offer the industry’s best warranty.
Deliver when we say we will.
Put quality ahead of price.

Charles J. Ceccarelli
President
DEALER GUIDE CONTENTS

Welcome!

Contact Information

Dealer Contact Info (To be faxed to ITD)
  - Credit Application
  - Idaho Resale Certificate
  - Terms & Conditions

Product Price List—To be sent after paperwork approved

Product Catalog

Operations Manuals—can be obtained at www.intheditch.com

Logos & Brand Guidelines
CONTACT INFORMATION

In The Ditch Towing Products
3195 Industrial Way
Mountain Home, ID 83647

Sales Rep: Tammy Langston
Email: sales@InTheDitch.com
Website: www.InTheDitch.com
Phone: 1.888.993.4824 toll free
       208.587.7960 local/int’l
       208.580.1900 fax
DEALER CONTACT INFORMATION

Tell us about yourself so we can begin to set up your account

Company: ____________________________________________

Contact Name(s): ____________________________________

____________________________________________________

Mailing Address: _____________________________________

____________________________________________________

Shipping Address: _____________________________________

____________________________________________________

Phone Number: _______________________________________

Fax Number: _________________________________________

Email Address: _______________________________________

Website: ___________________________________________

Please fill out completely & fax back to 208.580-1900
The undersigned company is applying for credit with Inventive, LLC dba In The Ditch Towing Products and agrees to abide by the standard terms and conditions as listed in Terms & Conditions section of this packet.

Company Name: ____________________________

DBA (if different): ____________________________

Contact Person: ____________________________

Address: ____________________________

City: ____________________________

Zip: _______

Phone: ____________________________

Fax: ____________________________

Email: ____________________________

Website: ____________________________

Federal Tax ID or Social Security Number: ____________________________

Type of Business: ____________________________

No. of Employees: _______

Date Business Established: ____________________________

Types of Products You Will Purchase: ____________________________

Amount of Credit Requested: $ ____________

Are you a:

☐ SOLE PROPRIETORSHIP

☐ CORPORATION  

State of Incorporation: _______

Names, Titles, and Addresses of your three (3) Chief Corporate Officers:

1. ____________________________

2. ____________________________

3. ____________________________

Name and Address of your Resident Agent:

____________________________________________

☐ PARTNERSHIP

Names, titles, and Address of the Partners:

1. ____________________________

2. ____________________________

3. ____________________________

Are you Sales Tax Exempt?  

☐ Yes - please fax or mail resale certificate with credit application

☐ No

Have you ever had credit with us before?  

☐ Yes  

☐ No

If yes, under what name? ____________________________

Authorized Purchasers: ____________________________

Purchase Order Required?  

☐ Yes  

☐ No
### TRADE REFERENCES

<table>
<thead>
<tr>
<th>Reference # 1</th>
<th>Name:</th>
<th>Address:</th>
<th>Phone:</th>
<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference # 2</td>
<td>Name:</td>
<td>Address:</td>
<td>Phone:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Reference # 3</td>
<td>Name:</td>
<td>Address:</td>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### BANK REFERENCES

<table>
<thead>
<tr>
<th>Bank # 1</th>
<th>Account #:</th>
<th>Phone:</th>
<th>Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank # 2</td>
<td>Account #:</td>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

I represent that the above information is true and is given to induce In The Ditch Towing Products to extend credit to the applicant.

My company and I authorize In The Ditch Towing Products to make such credit investigation as it sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to In The Ditch Towing Products any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions and agree to all of the terms and conditions as written.

Authorized Signature: _____________________________________________

Printed Name: _________________________________________________

Title: _______________________________________________ Date: ______________

Returns and Exchanges: All returns and exchanges are subject to approval and a restocking fee. Customer is responsible for return freight to In The Ditch Towing Products.
PERSONAL GUARANTY

Date: ____________________________

I, __________________________________, residing at ____________________________________________

__________________________________________, for and in consideration of your extending credit at my request to

__________________________________________ (hereinafter referred to as the “Company”), of which I am

(Name of Company)

__________________________________________, (Title) hereby personally guarantee to you the payment at In The Ditch Towing Products,

Mountain Home, Idaho, 83647, of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may
become due to you by the Company whenever the Company shall fail to pay the same; including interest of 1 1/2 % per month on the unpaid
balance and reasonable attorney fees and court costs in the event any legal action is taken to collect such amounts. Parties hereby agree that
the venue for any suit brought to enforce any term(s) of this agreement shall be in Elmore County, State of Idaho. It is understood that this
guaranty shall be continuing and irrevocable guaranty and indemnity of such indebtedness of the Company. I do hereby waive notice of
default, non-payment, and notice thereof and consent to any modification or renewal of the credit application herby guaranteed.

SIGNATURE: ____________________________

Social Security Number: ____________________________

Witness: ____________________________

Address: ____________________________

__________________________________________
# Idaho State Tax Commission

## SALES TAX RESALE OR EXEMPTION CERTIFICATE

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seller’s Name</td>
<td></td>
</tr>
<tr>
<td>Buyer’s Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

1. **Buying for Resale.** I will sell, rent or lease the goods I am buying in the regular course of my business.
   - **Primary nature of business**
   - **Describe products sold/leased/rented**
   - **Check the block that applies:**
     - Idaho registered retailer, seller’s permit number
     - Wholesale only, no retail sales (required - see instructions)
     - Out-of-state retailer, no Idaho business presence

2. **Producer Exemptions.** I will put the goods purchased to an exempt use in the business indicated below.
   - Check the block that applies and complete the required information.
   - **Logging Exemption**
   - **Broadcasting Exemption**
   - **Publishing Free Newspapers**
   - **Production Exemption** - check one:
     - Farming
     - Ranching
     - Manufacturing
     - Processing
     - Fabricating
     - Mining
   - List the products you produce:

3. **Exempt Buyer.** All purchases are exempt. Check the block that applies:
   - American Indian Tribe
   - American Red Cross
   - Amtrak
   - Billings Services Foundation, Inc.
   - Center for Independent Living
   - Emergency Medical Service Agency
   - Federal Government
   - Forest Protective Association
   - Idaho Community Action Agency
   - Idaho Foodbank Warehouse, Inc.
   - Idaho Government Entity
   - Nonprofit Canal Company
   - Nonprofit Hospital
   - Nonprofit School
   - Senior Citizen Center
   - State/Federal Credit Union
   - Qualifying Health Organization
   - Volunteer Fire Department

4. **Contractor Exemptions.** This exemption claim applies to the following invoice, purchase order, or job number.
   - **Invoice, purchase order or job number to which this claim applies**
   - **City and state where job is located**
   - **Project owner name**
   - **This exempt project is:**
     - In a non-taxing state. (Only materials that become part of the real property qualify)
     - An agricultural irrigation project
     - For production equipment owned by a producer who qualifies for the production exemption

5. **Other Exempt Goods and Buyers (see instructions).**
   - Aircraft used to transport passengers or freight for hire
   - Aircraft purchased by nonresident for out-of-state use
   - American Indian buyer holding Tribal I.D. No. _________. The goods must be delivered within the boundaries of the reservation.
   - Church buying goods for food bank or to sell meals to members
   - Food bank or soup kitchen buying food or food service goods
   - Heating fuel and other utilities
   - Livestock sold at a public livestock market
   - Other goods or entity exempt by law under the following statute
   - Pollution control equipment required by law
   - Qualifying medical items to be administered/distributed by a licensed practitioner
   - Research and development goods for use at INEEL
   - Snowmaking or grooming equipment, or aerial tramway component

**Buyer:** Read and sign. I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer’s Signature</td>
<td></td>
</tr>
<tr>
<td>Buyer’s Federal ID or Driver’s License No. and State of issue</td>
<td></td>
</tr>
</tbody>
</table>

**Attention Seller:** Each of the exemptions a customer may claim on this form has special rules (see instructions on back). It is your responsibility to learn the rules and charge tax to any customers and on any goods that do not qualify for a claimed exemption and are taxable as a matter of law. You may accept this certificate from the buyer prior to the time of sale, at the time of sale, or at any reasonable time after the sale to document the exemption claim.

- This form may be reproduced.
- This form is valid only if all information is complete.
- The seller must retain this form.
- See Instructions on back.
INSTRUCTIONS

1. Buying for Resale: The buyer must have an Idaho seller's permit number unless he is a wholesaler who makes no retail sales or an out-of-state retailer with no Idaho business presence (e.g., physical location, representatives or employees). An Idaho seller's permit number has up to nine digits followed by an "S." Example: 123456789 S. If the number contains any other letter or an inappropriate number, such as a federal employer identification number, the certificate is not valid. If you wish to verify a seller's permit number, call any State Tax Commission office.

2. Producer Exemptions: Businesses that produce products for resale can buy goods that are directly and primarily used in the production process without paying tax. Loggers, publishers of free newspapers (with at least 10% editorial content) and broadcasters are granted a similar exemption. However, a seller must charge these buyers sales tax on any of the following:
   - A hand tool with a unit cost of $100 or less
   - Transportation equipment and supplies
   - Research equipment and supplies
   - Goods used in selling/distribution
   - Janitorial or cleaning equipment or supplies
   - Maintenance or repair equipment and supplies
   - Office equipment and supplies
   - Any licensed motor vehicle or trailer and parts
   - Aircraft and parts
   - Recreation vehicle

   Goods that become improvements to real property (such as fences) are not exempt.

   *Note to seller:* You may stamp or imprint a Producer Exemption Claim on the front of your invoice. If a customer fills in his exemption claim on a stamped or imprinted statement each time you make an exempt sale to him, you do not have to keep a Form ST-101 on file for the customer. Contact any Tax Commission office to obtain the required language for the statement.

3. Exempt Buyers: These buyers are exempt from tax on all purchases.
   - Hospitals: Only licensed nonprofit hospitals qualify. Nursing homes or other institutions do not.
   - Schools: Only nonprofit colleges, universities, primary and secondary schools qualify. Schools primarily teaching subjects like business, dancing, drama, music, art, writing, and gymnastics do not qualify. Auxiliary organizations, such as parent-teacher associations and alumni groups, do not qualify.
   - Centers for Independent Living: Only nonresidential centers run by disabled persons that provide independent living programs to people with various disabilities qualify.
   - Qualifying Health Organizations: Only these qualify—
     - American Cancer Society
     - American Diabetes Association
     - American Heart Association
     - The Arc, Inc.
     - Arthritis Foundation
     - Children's Home Society of Idaho
     - Easter Seals
     - Family Services Alliance of SE Idaho
     - Idaho Arthritis Foundation
     - Idaho Diabetes Youth Programs
     - Idaho Epilepsy League
     - Idaho Lung Association
     - Idaho Primary Care Association
     - Idaho Ronald McDonald House
     - Idaho Women's and Children's Alliance
     - March of Dimes
     - Mental Health Association
     - Muscular Dystrophy Foundation
     - National Multiple Sclerosis Society
     - Rocky Mountain Kidney Association
     - Special Olympics Idaho
     - United Cerebral Palsy

   - Government: Only the federal government and Idaho state, county or city government qualify. Sales to other states and their political subdivisions are taxable.

4. Contractor Exemptions: Three exemptions apply to contractors. In each case, a contractor must list the job location, project owner, and whether the exemption claim applies to a specific invoice or purchase order, or to all purchases for a specific job number.

   - Nonleasing States: Construction materials for a job in a nonleasing state are exempt from Idaho sales tax. This exemption applies only to materials that will become part of real property and only if the contractor is not subject to a use tax or a similar tax in the other state. Jobs in Oregon, Montana and Alaska qualify, and some jobs in Washington.
   - Agricultural Irrigation: Irrigation equipment and materials for an agricultural irrigation project are exempt. Only agricultural irrigation projects qualify. For example, an irrigation system for a golf course or a residence would not qualify.
   - Production Equipment: A contractor who installs production equipment for a producer manufacturer can buy the materials for the production equipment exempt from tax. This exemption does not apply to materials that become part of real property.

5. Other Exempt Goods and Buyers: If a buyer claims an exemption that is not listed on this form, he should mark the "other" block and must list the section of the law under which he is claiming the exemption or the certificate is not valid.

   - Aircraft Purchased by Nonresidents for Out-of-State Use: An aircraft sold to a nonresident is exempt if it will be immediately removed from Idaho and registered in another state and will not be stored or used in Idaho more than 90 days in an any 12-month period. Aircraft kits and hang glider do not qualify for this exemption.

   - A business is a "nonresident" if it has no business presence in Idaho. A business with property in Idaho, or employees working there, does not qualify for this exemption.

   - Aircraft Used to Transport Passengers or Freight for Hire: Only aircraft purchased by an airline, charter service, air ambulance service or air freight company qualify. Parts and repair and replacement materials for the exempt aircraft are also exempt. Examples of aircraft that don't qualify for this exemption are those used for recreational flights, aerial spraying, dumpling or logging.

   - American Indian: Sales to an enrolled Indian tribal member are exempt if the seller delivers the goods to him within the reservation boundaries. The buyer's Tribal Identification Number is required.

   - Church: A church may buy food to sell meals to its members or qualifying goods for its food bank without paying tax. Churches may pay tax on all other goods they buy to use.

   - Food Banks and Soup Kitchens: Food banks and soup kitchens may buy food or other goods used to grow, store, prepare or serve the food exempt from sales tax. The exemption does not include licensed motor vehicle or trailers.

   - Heating Fuel: Heating fuels such as wood, coal, petroleum, propane and natural gas are exempt when purchased to heat an enclosed building or a building under construction, or when used for cooking or water heating.

   - Livestock: Sales of cattle, sheep, mules, horses, swine and goats are exempt when sold at a public livestock market. Sales of other animals do not qualify for this exemption.

   - Medical Items: Only the following medical goods qualify if they will be administered or distributed by a licensed practitioner, doctors, oxygen, insulin, syringes, prosthetic devices, durable medical equipment, dental prostheses, orthopedic appliances, urinary and colostomy supplies, enteral and parenteral feeding equipment and supplies, hernialysis and peritoneal dialysis drugs and supplies, and pharmaceutical equipment used to test or monitor blood or urine of a diabetic.

   - Pollution Control Equipment: Equipment required by a state or federal agency and "dry" to clean transistors and "used" by the dry cleaning industry quality. Chemicals and supplies used for pollution control do not qualify. Equipment for licensed motor vehicles does not qualify.

   - Research and Development at INEEL: Only goods that are directly and primarily used in research, development, experimental and testing activities at the Idaho National Engineering and Environmental Laboratory qualify. Items that become a part of real property do not qualify.

   - Ski Resorts: The owner or operator of a downhill ski area with an aerial passenger tramway may buy parts, material and equipment that become a component part of the tramway and snow grooming and snowmaking equipment for the slope exempt from tax. An aerial tramway includes chair lifts, gondolas, T-bar and J-bar lifts, platter lifts, rope tows and similar devices.
**TERMS & CONDITIONS**

**ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE ORDERING**

**Terms and Conditions**

**General:**
1. All bills become payable in full on the 11th day of the month and if not paid by the end of the month are considered past due.
2. A service charge of 2% per month will be added to all amounts billed if not paid by the end of the month.
3. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.

Price, specification, and terms are subject to change without notice.

The Initial Purchase when becoming an Authorized In The Ditch Dealer is $2500.00. Thereafter, there are no minimum purchase requirements.

**Payment Methods**

Visa, MasterCard, American Express and Discover Card, Prepaid Company Check, Personal Check, Cashier Check or Money Order, Purchase Orders (Credit Application will have to be submitted and approved for an account with us). International orders may be paid by wire transfer, bank check, and credit card. No COD orders.

**Returns/Restocking Fee/Additional fees**

*ALL DAMAGE AND MISSING PARTS CLAIMS MUST BE REPORTED WITHIN 48 HOURS OF RECEIPT OR CLAIMS WILL NOT BE HONORED*

Merchandise purchased through the In The Ditch Towing Products may be returned within 30 days of receipt for a full refund or a credit towards your account only if in new and unopened/unused condition. All returns must be expressly authorized with an RMA number by an authorized representative of In The Ditch Towing Products within 30 days of order placement. Once authorized, returned products must be received by the In The Ditch Towing Products within 15 days of issuance of authorization.

Any returns received within 30 days of order placement, that are returned used, have missing packaging, missing parts and instructions, or cannot be re-sold as new, will be assessed with a 20% re-stocking fee and the remaining credit will be issued to your account for future use. All returns must be expressly authorized with an RMA number by an authorized representative of In The Ditch Towing Products. Once authorized, returned products must be received by the In The Ditch Towing Products within 15 days issuance of authorization.

Any returns received within 31 to 60 days of order placement, that are returned in new and unopened/unused condition, will be assessed with a 30% re-stocking fee and the remaining credit will be issued to your account for future use.

Any returns received within 31 to 60 days of order placement, that are returned used, have missing packaging, missing parts and instruction, or cannot be re-sold as new, will be assessed with a 40% re-stocking fee and the remaining credit will be issued to your account for future use. All returns must be expressly authorized with an RMA number by an authorized representative of In The Ditch Towing Products. Once authorized, returned products must be received by the In The Ditch Towing Products within 15 days of issuance of authorization.

**NO returns will be accepted after 60 days.**
Shipping Charges on Returned Merchandise

Shipping charges will not be refunded, unless an error was made by In The Ditch Towing Products in shipping. Shipping charges are non-refundable.

Customer is solely responsible for shipping any returned product to In The Ditch Towing Products. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping charges and all risk of loss for the return product during shipment.

Refused or Undeliverable Packages and Shipments
Sometimes, a carrier will be unable to deliver a package to the address provided to them. This can happen if the address provided is incorrect, or if the person receiving that shipment at that address refuses it. If this happens, the package will be returned to In The Ditch Towing Products. We will provide a refund to the buyer for the item, less a 30% restocking fee and the shipping charges incurred by In The Ditch Towing Products (the cost of shipping the package to you and back to us) or the customer will provide a new shipping address and we will re-consign the order. The additional shipping cost due to the re-consignment will be billed to the customer. This policy applies to all products, including items that are featured with free shipping promotions.

Back Orders
Any items that are unavailable will be placed on back order. You will be contacted of the back order status via email. We try to ship complete to keep shipping costs down. Additional shipping costs will be added to your order when split shipping.

Order Status
In The Ditch Towing Products will do everything possible to keep you informed of your order via phone or email.

Changing Orders
You may request a change to your order, provided your order has not already been shipped. Please call during business hours to change your order. Please always have your invoice or purchase order number ready.

Canceling Orders
You may request a cancellation of your order, provided your order has not already been manufactured or processed and shipped. Please call during our business hours to cancel your order. If your account has already been charged, you will receive a credit back to your account.

Product Listings
In The Ditch Towing Products product descriptions are not designed or intended to replace your personal product knowledge, experience and/or research or that of a professional installer, dealer, or manufacturer.

In The Ditch Towing Products strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, and any other product information. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that the we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, In The Ditch TowingProducts, at its sole discretion, shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information.
In The Ditch Towing Products Agreement

By accepting delivery of any product delivered from In The Ditch Towing Products, you ("Customer") agree to be bound by the terms and conditions listed below. You and In The Ditch Towing Products agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and In The Ditch Towing Products. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from In The Ditch Towing Products.

1. LIMITATION OF LIABILITY

In all circumstances, In The Ditch Towing Products maximum liability is limited to the purchase price of the products sold. In The Ditch Towing Products shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In The Ditch Towing Products shall not be liable for third party claims for damages against the customer, or for malfunction, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or In The Ditch Towing Products is apprised of the possibility of such claims or damages.

2. GENERAL TERMS AND CONDITIONS

Payment Terms Orders: An order is not binding upon In The Ditch Towing Products until it is accepted; In The Ditch Towing Products must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, or some other method prearranged with In The Ditch Towing Products. You agree to pay the amount(s) due as specified on the invoice.

Shipping Charges: Your total cost for purchase of any product will include shipping and handling charges shown on the In The Ditch Towing Products invoice.

Title & Risk of Loss: In The Ditch Towing Products will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier. In The Ditch Towing Products reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow In The Ditch Towing Products to sign appropriate documents on Customer’s behalf to permit In The Ditch Towing Products to protect its purchase money security interest. In The Ditch Towing Products will advise Customer of estimated shipping dates, but In The Ditch Towing Products will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Governing Law and Jurisdiction: Any dispute arising out of or related to these Terms and Conditions or the sales transaction between In The Ditch Towing Products and Customer shall be governed by the laws of the State of Idaho, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. In The Ditch Towing Products and Customer consent to the exclusive jurisdiction and the venue of the State Courts of the State of Idaho, Elmore County, to resolve any dispute between them related hereto, and the parities waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against In The Ditch Towing Products that is more than one year after the date of the applicable invoice.
Severability: If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Idaho law.

Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party’s right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement: These terms and conditions, together with the In The Ditch Towing Products invoice respecting the products ordered by Customer, are the complete and exclusive agreement between In The Ditch Towing Products and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between In The Ditch Towing Products and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

Illegal Activity, Fraud or Non-Payment for Merchandise: In the event of any illegal activity against In The Ditch Towing Products, we reserve the right to turn over the information collected to the appropriate authorities, lawyers and credit collection personnel. Included is any fraudulent use of credit cards, checks, money orders or wire transfers.

In The Ditch Towing Products reserves the right to use all legal means to recover payment for any orders shipped. This includes non-payment as a result of credit card charge-backs or disputes, and checks with insufficient funds or stop payment.
Operations Manuals

In The Ditch Towing Products has recently added all product operations manuals to the website, www.intheditch.com. Please visit the In The Ditch Towing Products website for the operations manuals of your choice, as well as product catalogs, product dimensions and product images. All information can be saved to your computer or printed for your convenience.

How to find each product operations manual on the website:

1. Visit http://www.intheditch.com and click on the product category that the specific product you are looking for falls into.

2. Click on the tab on the left side of the product page that says “Manual”. The operations manual for that particular product will load as a PDF, which you can then save to your computer or print.

If you don’t have access to the website, operations manuals may be requested. Please call and specify which operations manuals are needed and they will be shipped within 2 business days.
We encourage our dealers to use our logos. Please use this guide to keep uniformity among all advertising for In The Ditch™, The Speed™ Dolly, The Speed Mount™, Drop Down Dolly Box™ and any other products. The In The Ditch™, The Speed™ Dolly, The Speed Mount™, Drop Down Dolly Box™ and any other logos and brand names were designed to visually represent the company and products. Like our products, the logos we present are original. There are several logo variations available for use by the dealers, which when used consistently will help link our varying sources and present one common image for our product marketing. These guidelines are not to be considered as suggestions or recommendations, they are the official ITD policies for our logos. To ensure the logo is used effectively, these guidelines must be followed:

**Paragraph Usage**
When using the verbage The Speed™ Dolly or The Speed Mount™ or Drop Down Dolly Box™ in a body of text, it must appear as below with the trademark symbol. The trademark symbol can be automatically created in most programs through the *Insert > Symbol* menu or by changing the font size of the letters “TM” to *Superscript*.

**Correct Usage Example**

The Speed™ Dolly

**Incorrect Usage Example**

The Speed Dolly  
The Speed™ Dolly  
The speed™ dolly  
(without proper trademark symbol)  
(with incorrect trademark symbol)  
(incorrect capitalization)

**Typeface**
The typeface may not be changed. Do not try to recreate the In The Ditch™, The Speed™ Dolly, The Speed Mount™, Drop Down Dolly Box™ text, fonts, etc. This typeface has been manipulated to give it a unique look.

**Proportions & Elements**
The logo must be reproduced from the authorized reproductions and cannot be redrawn, re-proportioned, or modified in any way. Never manipulate, stretch or reverse the logo. Do not remove any elements of the logo or add any patterns, elements, or fill to the logo. Never place a box around the logo.

**Incorrect Usage**

**Area Of Space**
An isolated area of space should exist around the logo. No text, photos, or any other elements should encroach upon the space around the logo. As a guide, the area of isolation should be a minimum of 1/8” on smaller items and 1/4” on larger headers and such
Size
The size and spacing in the logo may not be changed. The electronic version may be reduced or enlarged proportionately. If the logo is too small, it loses impact and may not be legible. The logo should never be reproduced in a size that is less than 1” at the highest point top to bottom for the In The Ditch logo and 0.5” for other product logos. If both logos are ever to be featured in a publication, then the In The Ditch logo must always be twice the size of any product logos. If the logo needs to be reproduced any smaller (such as on a pen or key chain), contact the Advertising Department for logo file.

Color
The entire logo may be reproduced in the listed colors only. Black text on a white background or white text on a black background, which applies to all ITD and product logos. No other colors are acceptable.

Medium Blue Color Profile
R: 0  C: 100  Spot Color: PMS 2935
G: 94  M: 46
B: 196  Y: 0
K: 0

Please feel free to contact our Advertising/Marketing department at 1-888-993-4824 for anything not covered in these guidelines which may conflict with our policies.
These logos are provided for your convenience in JPEG format. Please call the Advertising/Marketing Department at 1-888-993-4824 for other file types or special needs, or should you require a Media Disk.