

Premier Partner Program Terms and Conditions

(Updated December 2022)

1. Program Overview

The Premier Partner Program ("P3" or "Program") is a rewards program created by Blackwire Designs, LLC ("Blackwire") that enables eligible customers ("Premier Partner(s)" or "Partner(s)") to earn certain rewards and benefits based on annual purchases of qualified products.

P3 is in effect as of January 1, 2023 ("Effective Date") and replaces any other rewards program that was in place prior to the Effective Date. P3 does not alter or amend any existing agreement you might have with Blackwire.

The Program is a tiered based rewards program where Premier Partners may qualify for a rewards tier or level ("Levels") based on the total of their annual Net Purchases. The Levels are: Dealer, Silver, Gold, Platinum, and Diamond. Premier Partners are only eligible for the benefits based on their Level and may qualify to advance to a different Level at any time during the calendar year.

"YTD Purchases" means the cost of all products, software, and services after subtracting the balance for returns, free items, discounts, allowances, coupons, taxes, delivery fees, and other purchases that might fail to comply with applicable Terms.

"Program Year" means the term of the Program starting on January 1st through December 31st of the same year. All times are based on Blackwire's clock which is located in Mountain Standard Time in the United States. All times associated with dates in this document are to be considered 12:00am (midnight) unless otherwise noted.

2. Eligibility

Eligibility for P3 benefits are open to all qualified Blackwire dealers who have the legal authority to agree to the Terms and Conditions. This Program is void where prohibited by law.

Blackwire customers who are based outside of the United States are excluded from this program.

3. Enrollment

Enrollment is automatic for Eligible customers and based on their Net Purchases in a given Program Year. Partners enrolled in the program will have access to an online dashboard showing their qualified Net Purchases.

An email or other communication will be sent after a Partner meets a given Level eligibility requirement. Membership in this program cannot be used by multiple persons or entities and any duplicate enrollments are subject to immediate cancellation with all benefits of this Program forfeited.

4. Earning Benefits and Rewards

The Program enables P3 Partners to advance to a Level based on their annual Net Purchases of select products ("Qualified Products") during a Program Year. It remains the sole discretion of Blackwire whether or not a product is a Qualified Product and Blackwire may add or remove products from its list of Qualified Products at any time and for any reason. A list of Qualified Products is maintained by Blackwire and may be found on the P3 Information page (<https://www.blackwiredesigns.com/premier-partner-program/>).

Only purchases of Qualified Products are eligible for benefits.

A Level is not property and may not be sold, assigned, transferred, or used as an asset in any way. Benefits are accrued in the name of the Partner only. Any benefits or discounts may be revoked at any time by Blackwire for any reason.

5. Changes to the P3 Program

Blackwire reserves the right, in its sole discretion, to modify, extend, or terminate the Premier Partner Program at any time and in any manner, in whole or in part, even if these changes may affect product discounts. The Levels and Benefits as set forth in Section 6

is subject to modification or limitation at any time, with or without notice, in Blackwire's sole discretion, including the modification of qualified Levels, existing at any given time, the right to changes the Benefits available, and their values and types and the Benefits terms, as well as the right to exclude specific type of product categories from being edible for the Program.

6. Benefit Levels

Beginning on January 1, qualified Partners are eligible to receive the following Benefits based on their Level.





6.1 - Premier Partner Levels

Net Purchase needed to achieve their respective Levels are as follows:

Dealer	Silver	Gold	Platinum	
N/A	\$15,000	\$30,000	\$60,000	

6.2 - Premier Partner Benefits for Customers in the United States

See Section 6.3 for a description of each Benefit

Benefit	Dealer	Silver	Gold
Snacks!			
Instant Discounts	N/A	2% discount	3% discount
Free Shipping	On orders over \$350	On orders over \$350	
Free Expedited Shipping			

6.3 - Premier Partner Benefit Descriptions

Snacks! - Blackwire is a company made up of installers, not career salesmen. We've all been in the trenches on Friday night, with no lunch, and low blood sugar. That's why every Blackwire shipment goes out the door with something special for the installers to help get the job done.

Instant Discounts - Premier Partners will receive instant discounts of a certain

percentage off the wholesale price of products that qualify for discounts. Blackwire will designate which products are eligible for this discount at its sole and absolute discretion and may change these discounts at any time with or without notice.

Free Shipping - Blackwire will designate the carrier who will ship the Qualified Products by ground shipping. Free Shipping might not apply to all products or to all purchases.

Free Expedited Shipping - Blackwire will designate the carrier who will ship the Qualified Products by a service faster than ground shipping. Free Expedited Shipping might not apply to all products or to all purchases.

7. - Limitation of Liability

MEMBERS OF THE P3 PROGRAM AGREE THAT THEIR PARTICIPATION IS ENTIRELY AT THEIR OWN RISK. THE PROGRAM, PROGRAM WEBSITE, ALL REWARDS, AND ALL CONTENT, SOFTWARE, MATERIALS, AND OTHER INFORMATION ARE BEING PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY OR CONDITION. BLACKWIRE DOES NOT WARRANT THAT THE FUNCTIONS AND INFORMATION CONTAINED ON THE WEBSITE WILL BE ERROR FREE OR AVAILABLE AT ALL TIMES OR THAT ANY DEFECTS WILL BE CORRECTED. BLACKWIRE WILL NOT BE LIABLE UNDER ANY SECTION OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REPUTATIONS), WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS IN ADVANCE. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD PARTY CLAIMS AGAINST THE OTHER PARTY. IN NO EVENT WILL BLACKWIRE BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY PARTNER.

8. Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Arizona, without regard to its conflict of laws rules. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts located in Phoenix, Arizona.

