

Exhibit A

IMPORTANT DEALER INFORMATION

NEW DEALERS:

"VEGA" helmets, "VEGA" product, and "VEGA Technical Gear" apparel are available only to legitimate motorcycle dealers. Proof of legitimacy includes dealer application and one or more of the following: business license, sales tax permit, resale registration document, photos of shop interior and exterior, business telephone listing, etc. In areas with an active territory sales rep, our rep will confirm dealer status prior to fulfilling first order. 6 helmet minimum on all first orders.

SATISFACTION GUARANTEED:

We guarantee your satisfaction with our products. If an item is not everything you expected, simply contact us within 5 business days of receipt and we will replace it, exchange it, or credit your account.

SELLING POLICY:

As a matter of corporate policy, "VEGA" Helmet does business only with dealers who sell "VEGA" Helmet products at not less than "VEGA" Helmet's Suggested Retail Price.

ORDERING:

E-mail your order to OrderDesk@VegaHelmet.com. Fax your order to (800) 728-4898. Call your order in to (800) 728-4898.

Please include your business name, dealer number, contact person, as well as part numbers, descriptions and quantities. While we welcome your calls, faxing large orders may save you time. We send an email to confirm receipt of each email order we receive. If you do not receive an email from us confirming receipt of your order, please call us. Please note any special instructions, such as special order item or receipt confirmation via fax on your order. It is our desire to ship every order accurately; while we always enjoy talking to our dealers, we do encourage you to order via e-mail or fax whenever possible to minimize misunderstandings that can occur when orders are placed verbally. This is especially important for large orders.

WILL CALL:

Will Call orders are available for pick-up from Seattle, Washington warehouse and Ohio Fulfillment Center 2 hours after we receive your order. Please call 1-800-728-4898 to arrange Will Call pickup.

PRICE LEVEL LOCK:

A, B, or C level pricing is determined by item quantity of a single order. Once you place an order for 12+ items, you will be locked into price level B for the balance of the calendar year, or until you place an order for 36+ helmets, at which point you will be locked into price level C for the balance of the year. After pricing is locked, all orders will be priced at your locked price level. Dealers must qualify each year for discounted pricing.

SHIPPING:

We make every effort to ship all orders on the same day they are placed. Please let us know whenever an order is time sensitive. We ship FedEx ground in continental US. Free freight on all orders over \$299.00. Ground delivery time estimates are generally accurate, but not guaranteed. For overnight, 2 day, and 3 day service quotes, please call VEGA customer service at (800) 728-4898.

WARRANTY:

We offer a one-year warranty on parts and workmanship, from the date of sale to the consumer/end-user. Please include a copy of customer's original dealer receipt to verify that product is within the one-year warranty period. Repair or replacement is at our discretion. Warranty excludes wear and tear, any end-user modification, improper use or abuse, and/or crash damage. Application of non-removable sticker or other modification limits warranty to repair. Dropping helmet or rough handling may damage the painted surface and/or decrease its ability to protect. This type of damage is not covered under the warranty. ALL RETURNS REQUIRE PRIOR AUTHORIZATION FROM CUSTOMER SERVICE STAFF AND A RETURN AUTHORIZATION NUMBER. NO CREDIT WILL BE ISSUED WITHOUT AUTHORIZATION NUMBER.

DISCREPANCIES:

Any shipping discrepancies must be reported within 5 business days of receipt. Please count the number of cartons carefully before signing for a multiple carton shipment. We cannot reimburse you if you sign for items not received. We strongly recommend you save shipping labels from all boxes in the event of a discrepancy. ALL RETURNS REQUIRE PRIOR AUTHORIZATION FROM CUSTOMER SERVICE STAFF AND A RETURN AUTHORIZATION NUMBER. NO CREDIT WILL BE ISSUED WITHOUT AUTHORIZATION NUMBER.

SHIPPING DAMAGE:

Items damaged or lost in shipment are the responsibility of the carrier. Please keep all packaging, shipping labels and damaged merchandise, and call VEGA customer service for a damage call tag. We will re-ship merchandise to you to fill your order. We will credit your account for damaged items and file a claim with carrier when items are received in our warehouse.

OVERSTOCK:

Overstock return privileges available only if dealer account is current. Overstock returns must be in original condition and packaging, will receive merchandise credit only, and are subject to a minimum 15% restocking fee. Overstock returns limited to current stock. No returns on closeout, discontinued, or sale items.

RETURNED/REFUSED SHIPMENTS:

If a shipment is refused or returned for any reason, without prior agreement from VEGA customer service, round trip freight charges will be applied to dealer account. We DO NOT ACCEPT RETURN OF ANY GOODS unless accompanied by a Vega issued RMA number. To obtain an RMA number, please contact Vega Customer Service.

DEALERSHIP CHANGE OF ADDRESS:

Please notify us, in writing, of your new address at least 10 days before the new address takes effect. This will avoid FedEx and UPS \$5/carton incorrect address/redelivery charges added to your account.

ADVERTISING POLICY:

The "VEGA" trademark is an important asset. To safeguard this asset we require express written permission prior to using the "VEGA" name, trademark, images, model names or numbers in any media, including but not limited to, newspaper, magazine, internet, TV, radio, etc. Please e-mail draft ad copy to jeannedemund@vegahelmet.com or fax copy to (800) 728-4898. WE RESERVE THE RIGHT TO REVOKE PURCHASING PRIVILEGES OF ANY DEALER FAILING TO OBSERVE THIS REQUIREMENT.

SNOW HELMET PRE-SEASON DISCOUNT:

In order to qualify for substantial pre-season discount pricing, we must have your firm order with purchase order number and ship date in hand on or before June 15, 2010.

OPEN ACCOUNT TERMS:

Open Account terms available only with approved credit. Credit limits and terms (up to Net 30) will be established based on financial information from credit application and payment history. Split billing and Dating require a personal guarantee and prompt payment history. Payment due dates are noted on each invoice, and statements are emailed at the beginning of each month. All overdue accounts are subject to 1.5% monthly finance charge and/or loss of open account privileges. There is a \$35 NSF check fee. After second NSF check, all accounts are charge only.

COD TERMS:

COD payments are electronically transmitted and your check is presented for payment on the next business day. There is \$35 NSF check fee. After second NSF check, accounts are charge only. Refused COD shipments will be charged round-trip freight and future shipments will be charge only.

As of January 18, 2010, FedEx requires us to put a \$10 COD tag on each box of a multi-box COD shipment, up to \$70. We strongly encourage all COD dealers to switch to credit card terms to avoid these excessive fees. We regret that we have no control over this FedEx requirement. Please see credit card payment options below.

CREDIT CARD TERMS:

We accept VISA and MasterCard at time of shipment. Credit card payments on open account or overdue shipments are subject to a 3% handling fee in addition to any finance charges.

BACKORDER ITEMS:

Backordered items are noted on invoices. Backorders that become available within 30 days ship automatically. All other backorders will be faxed or emailed to advise of ship date. Backorders from free freight orders ship free freight. Backorders not meeting free freight minimums will be charged freight.

CATALOG ACCURACY:

Our catalog is as accurate as humanly possible at the time it is printed. Occasionally, over the course of the year, it becomes necessary for us to add, discontinue, or modify products. We notify all sales reps when these changes occur, as well as alerting dealers when they order these products. In the case of discontinued products, we will offer the best alternatives to fill any outstanding backorders. We appreciate your understanding.

BUSINESS HOURS:

7:00am-5:00pm, Pacific Time, Monday-Friday.
Vega Helmet is closed weekends and FedEx Ground Holidays.

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