



GVA Brands USA Inc.
13775 Magnolia Ave.
Chino, CA. 91710

June 2, 2025]

Regulatory Enforcement Division (CRE)
Office of Compliance and Field Operations
U.S. Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814

RE: ATV Action Plan of GVA Brands USA Inc. d/b/a GVA Brands USA Inc.

This ATV action plan is submitted on behalf of GVA Brands USA Inc. (d/b/a "GVA Brands"), which intends to become a manufacturer, importer, and/or distributor of All-Terrain Vehicles ("ATVs") in the United States. GVA Brands USA Inc. is fully committed to the goal of reducing ATV-related accidents. GVA Brands USA Inc. is implementing policies in accordance with the rules set forth by Section 42 of the Consumer Product Safety Act ("CPSA"), 15 U.S.C. § 2089, and 16 C.F.R. Part 1420. The actions outlined below are part of our continuing effort to promote safe and responsible use of our ATVs.

GVA Brands USA Inc. agrees that this Action Plan is for its sole use and that GVA Brands USA Inc. will not allow third parties to import or distribute ATVs under this Action Plan.

Age Recommendations

GVA Brands USA Inc. will only recommend, market, advertise and sell ATVs in accordance with the age category/speed guidelines specified in Section 6 of the ANSI/SVIA 1-2023 Standard for ATVs and any successor standards adopted by CPSC for ATVs (the "ATV Standard"). GVA Brands USA Inc. will not recommend, market, or sell adult-size ATVs for the use of persons under the age of 16. Furthermore, GVA Brands USA Inc. will not recommend, market, advertise, or sell Y-6+ youth-sized ATVs for the use of persons under 6 years of age; Y-10+ youth-sized ATVs for the use of persons under 10 years of age; or Y-12+ youth-sized ATVs for the use of persons under 12 years of age. Additionally, GVA Brands USA Inc. will ensure that its ATVs are appropriately age graded for the intended user population and will consider relevant anthropometric data (such as height and weight of the intended rider) when age grading its ATVs.

GVA Brands USA Inc. will ensure that its retailer dealerships - which throughout this Action Plan, means a person to whom an ATV is delivered or sold for purposes of sale or distribution by such person to a consumer, and includes, but is not limited to, both brick-and-mortar storefronts and e-commerce retailers - comply with these above-listed requirements and only recommend, market, advertise and sell ATVs in accordance with the age category/speed guidelines specified in Section 6 of the ATV Standard.



Retailer Dealership Education and Monitoring

1. Scope and Components of Monitoring Program

GVA Brands USA Inc. requires that its retailer dealerships verify the intended ATV rider's age prior to selling that rider or the rider's parent or guardian an ATV. GVA Brands USA Inc.'s warranty registration cards require the submission of the intended rider's name and date of birth to ensure that retailer dealerships do not sell GVA Brands USA Inc. ATVs to under-aged riders.

GVA Brands USA Inc. will ensure that its retailer dealerships comply with all the requirements of this Action Plan, including:

- The user age recommendation requirements of the ATV Standard.
- The requirements related to notifying ATV purchasers about the availability and importance of free, hands-on ATV training and the monetary incentive for taking such training.
- The requirements to display ATV safety poster(s) at in-store retailer dealerships and online storefronts.
- The requirements to affix and display a Hang Tag on every ATV in-store and provide a copy of the Hang Tag readily available online; and
- The requirements relating to providing the ATV Hang Tag, the ATV Owner's Manual, the ATV Safety Video, and the ATV Safety Alert to ATV purchasers at the point of purchase.

GVA Brands USA Inc. will conduct inspections of at least 50% of its retailer dealerships per reporting period (100% of its retailer dealerships each one (1) year), by means of independent, undercover investigators (also known as "secret shoppers") to ensure that these retailer dealerships comply with the above-listed requirements and other safety-related practices during sales or promotional functions (as described in the "Reporting" section below). GVA Brands USA Inc. shall conduct on-site inspections for its brick-and-mortar retailer dealerships with physical store locations and will conduct phone inspections and online screenings for its e-commerce retailer dealerships. All retailer dealerships are required to comply with each of the requirements listed above.

2. Notice and Training Program

Within fifteen (15) days of learning of a retailer dealership's non-compliance with any requirements from CPSC, from one of GVA Brands USA Inc.'s independent investigators, or from any other source, GVA Brands USA Inc. will:

- initiate the notice and training procedures outlined in this section.
- notify the retailer dealership of its non-compliance.
- inform the retailer dealership of the operative facts concerning the retailer dealership's non-compliance (such as the name of the retailer dealership's staff and the model(s) of the ATV(s) allegedly recommended during the inspection); and



- demand a cure of the reported violation(s).

Within thirty (30) days after notifying the retailer dealership of its non-compliance, GVA Brands USA Inc. will provide on-site training for brick-and-mortar retailer dealership personnel involved in the sale of ATVs or will provide either on-site or webinar training for e-commerce retailer dealership personnel involved in the sale of ATVs. The training will include, but not be limited to, information concerning the above-listed requirements, the need for compliance with those requirements, and the potential enforcement actions (including termination and non-renewal of the retailer dealership's agreement) that the retailer dealership may incur if non-compliance continues. A record of the training effort will be made by GVA Brands USA Inc. and provided to CPSC in GVA Brands USA Inc.'s bi-annual reporting (as described in the "Reporting" section below).

3. Follow-up Monitoring and Enforcement for Non-Compliance

Within sixty (60) days after completing the above-referenced training for a non-compliant retailer dealership, GVA Brands USA Inc. will conduct an undercover, on-site, follow-up inspection for its brick-and motor retailer dealerships or will conduct an undercover, follow-up phone inspection and online screening for its e-commerce retailer dealerships, to determine whether the retailer dealership is complying with the above-listed requirements. If this follow-up inspection reveals evidence of continuing violations, GVA Brands USA Inc. will take remedial action against the retailer dealership, up to and including possible termination or non-renewal of the retailer dealership's agreement with GVA Brands USA Inc..

If GVA Brands USA Inc. elects not to terminate the retailer dealership, remedial actions will at a minimum include an additional undercover inspection of the retailer dealership. If the additional inspection reveals an additional violation, GVA Brands USA Inc. will terminate or decline to renew the retailer dealership's contract. In each instance, GVA Brands USA Inc. will inform the CPSC Office of Compliance and Field Operations in advance of any remedial action or disposition, and it will provide CPSC a reasonable opportunity to comment on such action or disposition before it occurs.

4. Reporting

GVA Brands USA Inc. will provide a comprehensive report of the results of its retailer dealership monitoring program to CPSC on a bi-annual basis, with reports due to CPSC's Office of Compliance and Field Operations by February 1 and August 1 of each year. These reports will include a list of inspected retailer dealerships (including retailer dealership name and address), the retailer dealership's staff name(s), the date of inspection, the Action Plan criteria evaluated, the retailer dealership's compliance with those criteria, and any subsequent retailer dealership non-compliance corrective actions (including the retailer dealership's notice, training, reinspection, and/or additional enforcement actions taken by GVA Brands USA Inc.), along with dates of all follow-up activities and remedial actions. GVA Brands USA Inc. will maintain a list of all active retailer dealerships that purchase or sell the GVA Brands USA Inc.'s ATVs each biannual reporting period. GVA Brands USA Inc. will provide its active retailer dealerships list to CPSC, along with the biannual retailer dealerships monitoring reports by February 1 and August 1 each year. CPSC will maintain the confidentiality



of these reports in accordance with applicable law. CPSC also reserves the right to request additional information from GVA Brands USA Inc. regarding the results of GVA Brands USA Inc.'s retailer dealership monitoring program.

5. Notice to Retailer Dealerships

GVA Brands USA Inc. will notify its retailer dealerships in writing of its retailer dealership monitoring program within fifteen (15) days of the effective date of this Action Plan. The notice will remind retailer dealerships of their ongoing obligations to comply with the above-listed requirements and the consequences of non-compliance. GVA Brands USA Inc. will provide CPSC's Office of Compliance and Field Operations a copy of the notice.

Training Program

GVA Brands USA Inc. will offer each ATV buyer, and age-appropriate members of the buyer's immediate family, an opportunity to take a free hands-on ATV training course through the All-Terrain Vehicle Safety Institute ("ASI"). GVA Brands USA Inc. will pay ASI directly for the training and will offer a full refund of any training fees associated with attending an ASI Program.

After completion of the ASI training, the buyer will qualify for an incentive of \$200. The \$200 incentive for training will include at least \$100 in cash, with the balance offered (at the consumer's choice) as a rebate for already purchased safety equipment or credit towards the purchase of new safety equipment.

The buyer will be informed of the free training offer several different ways. Inside the package containing the Owner's Manual will be a Free Training Certificate. To help ensure that the customer not only has the certificate but also is aware of the free training offer, the salesperson and the customer will be required to fill out an online Warranty Registration form before the ATV leaves the retailer dealership. One of the items which must be checked off by the buyer is an acknowledgement that they have received the offer of free training. In addition, the free training offer will be set out on GVA Brands USA Inc.'s website and in brochures available from retailer dealerships.

GVA Brands USA Inc. will also require warranty information to be completed online by GVA Brands USA Inc.'s retailer dealerships at the time of purchase. Within two weeks of purchase, GVA Brands USA Inc. will send by email and regular mail a reminder card of the training offer and incentives to the purchaser.

The hands-on training offer will be in addition to training information provided to the consumer in the form of Owners' Manuals, Hang Tags, Warning Labels, Safety Alerts, Safety Video, and other media. GVA Brands USA Inc. will provide information about the number of completed trainings and incentives distributed in its bi-annual retailer dealership monitoring reports due to CPSC by February 1 and August 1.



CPSC and GVA Brands USA Inc. will review and evaluate GVA Brands USA Inc.'s training program if participation is below 25% of sales during any reporting period and will assess whether changes should be made to increase the efficacy of the training program.

Information/Education Program

GVA Brands USA Inc. will require its retailer dealerships to implement an information/education effort to communicate appropriate age recommendations, the importance of wearing safety gear, and other safety-related information to consumers. The materials and information will be based on all publications produced by the Specialty Vehicle Institute of America ("SVIA") and ASI. The materials will provide safety information and warn children under the age of sixteen of the risks and dangers of operating adult-sized ATVs.

GVA Brands USA Inc. will spend at least \$25,000 per year on its Information and Education Program.

GVA Brands USA Inc.'s website will provide online access and the ability for consumers to communicate with GVA Brands USA Inc. and others as well as download safety and education information. The website will provide appropriate warnings against the improper use of ATVs and explain the risks associated with ATV use. Users will be able to print the safety and education information for personal use or to share with others.

GVA Brands USA Inc. will include its website address on all Owner's Manuals and printed safety messages. The website address and safety message will be included in any Retail Print Circulars published by GVA Brands USA Inc.'s ATV retailer dealerships.

GVA Brands USA Inc. will sponsor a safety ad campaign, including web advertising and post advertising in major off-road publications. The ads will promote safe riding and age recommendations. The ads will continuously run throughout the year.

GVA Brands USA Inc. will provide a video with every ATV sold. The video will feature safety themes and messages consistent with the 1988 ATV Consent Decrees.

GVA Brands USA Inc. will distribute safety reminders by email and direct mail within a few weeks of retail purchases. The reminders will include safety messages, information about the free ATV training, and incentives for completing that training.

GVA Brands USA Inc. will also supply a GVA Brands USA Inc. ATV safety poster for all GVA Brands USA Inc. retailer dealerships. The standalone in-store poster will deliver a message consistent with the general warning label and age restriction warning label. GVA Brands USA Inc. will also supply a pamphlet containing safety information and directions to GVA Brands USA Inc.'s ATV Safety website. The poster and pamphlet will stress personal and family responsibility in the proper use of ATVs. GVA Brands USA Inc. will require retailer dealerships to display SVIA and ASI posters and educational materials at both in-store locations and e-commerce retailer dealerships websites.



GVA Brands USA Inc. will utilize social media platforms (including Facebook, Instagram, and Twitter/X) to actively promote safe riding and age recommendations. GVA Brands USA Inc.'s social media postings shall be consistent with any applicable requirements listed in this Action Plan.

Safety Alerts

GVA Brands USA Inc. will provide its retailer dealerships for dissemination to each buyer at the point of purchase a "Safety Alert" containing the same substantive safety information as the Safety Alert at section H.3.b(4)(c) and Appendix J of the 1988 ATV Consent Decrees, including death and injury statistics for ATVs, safety rules, age recommendations, and information concerning the availability of ATV training including details of the incentive program provided by GVA Brands USA Inc..

Owner's Manual

GVA Brands USA Inc. Owner's Manual will conform to section 4.21 of the ATV Standard. GVA Brands USA Inc.'s toll-free number and website will be printed in all Owner's Manuals.

Warning Labels

GVA Brands USA Inc. will use all labels as required by Section 4.23 of the ATV Standard which includes general, age recommendation, passenger, tire pressure, and overloading labels and will ensure that all labels conform to the ATV Standard.

Hang Tags

GVA Brands USA Inc. will provide hang tags for every ATV distributed. All hang tags will comply with the requirements of section 4.24 of the ATV Standard and will include age recommendations, vehicle category, training availability, and safety messages. GVA Brands USA Inc. will ensure that retailer dealerships display the hang tags on new ATVs, and this will be part of GVA Brands USA Inc.'s unannounced audits of retailer dealerships.

ATV Safety Video

GVA Brands USA Inc. will provide to all purchasers of a GVA Brands USA Inc. ATV a safety video as described in Section H.3.b(4)(b) and paragraphs II.A and II.C of Appendix I of the 1988 ATV Consent Decrees. The video or how to access the video will be included in the shipping carton when the unit is packaged during production. The video will contain safety messages in accordance with safety messages found on the general ATV warning label. The video or access to the video will be given to the consumer by the retailer dealerships during the sales process. GVA Brands USA Inc. will also place a link on GVA Brands USA Inc.'s website to the safety video.



Toll Free Telephone Hotline

GVA Brands USA Inc. will provide a toll free, 24-hour hotline to respond to consumer inquiries as described at Section H.4 of the 1988 ATV Consent Decrees. Agents will be trained to provide safety and training information, including age recommendations. GVA Brands USA Inc. further agrees the hotline service will offer to send, free of charge, to every person who calls and requests, copies of the ATV Safety Guide produced for in-store distribution. GVA Brands USA Inc.'s toll-free number will be printed in all Owner Manuals, GVA Brands USA Inc.'s ATV websites, and other promotional materials.

Advertising

GVA Brands USA Inc.'s advertisements and promotional materials will show safety information and will depict ATVs in a manner consistent with safe and responsible use of the product. All riders shown will be wearing helmets and full protective gear. All marketing, promotional, and advertising materials will include the substance of the safety messages that are described in Section J.1 and Appendix K of the 1988 ATV Consent Decree. There will be an age recommendation on every model of GVA Brands USA Inc. ATV and no advertising or marketing materials should imply that teenagers or children may ride adult sized ATVs. GVA Brands USA Inc. will ensure their retailer dealerships comply with all rules and guidelines in this Action Plan, including the advertising and marketing requirements.

3-Wheel ATVs

GVA Brands USA Inc. will not manufacture, market, or sell 3-wheel ATVs.

Participation in ASI's Safety Program

GVA Brands USA Inc. shall be a participating/member company of ASI's ATV Safety Program. If at any time the GVA Brands USA Inc. is no longer a participating/member company of ASI's Safety Program, and therefore no longer able to access ASI's training and safety materials and services, GVA Brands USA Inc. will cease to import and distribute ATVs in commerce until GVA Brands USA Inc. is able to provide equal or greater materials and services as described herein and these materials and services are approved by CPSC.

Voluntary Standards

GVA Brands USA Inc. will participate in the ongoing efforts to update and revise the ATV voluntary standard. Potential technical issues identified by CPSC will be discussed and considered in good faith as part of those efforts. GVA Brands USA Inc. will commit to advance ATV safety, including through future potential design and feature changes, that will improve safety.

Advance Notice of Changes

GVA Brands USA Inc. intends to maintain this Action Plan indefinitely. GVA Brands USA Inc. will



provide information about these activities upon receipt of reasonable requests from the CPSC. GVA Brands USA Inc. will provide CPSC a 60-day notice of its intention to terminate or materially change any commitment under this Action Plan.

Additional Assurances

In order to ensure the continued effectiveness of this ATV Action Plan, GVA Brands USA Inc. agrees to the following:

1. GVA Brands USA Inc. agrees to cooperate with CPSC regarding any alleged violations or defect determinations and to correct safety issues identified by CPSC. This includes providing responses to CPSC communications (Notice of Violation, Preliminary Determination letter, etc.) within the timeframes allotted, and correcting deficiencies within the agreed-upon timeframes.
2. GVA Brands USA Inc. will report if the individual responsible for implementing its ATV Action Plan changes, including the name and compliance experience of the individual.
3. GVA Brands USA Inc. agrees that it is subject to routine announced and unannounced compliance inspections by CPSC. GVA Brands USA Inc. agrees to cooperate with any CPSC inspection or inquiry by providing all requested information in a reasonably timely manner.

Amendment and Termination Procedures

If Commission staff determines that GVA Brands USA Inc.'s approved ATV Action Plan is no longer effective or adequate, Commission staff may take certain action, including but not limited to notifying GVA Brands USA Inc. that its ATV Action Plan must be amended to address the effectiveness or adequacy of the plan. With that notification, Commission staff shall provide GVA Brands USA Inc. with the text of any proposed amendment. GVA Brands USA Inc. and Commission staff must reach agreement on the proposed amendment within 30 calendar days of the notification, unless Commission staff grants an extension for good cause. If GVA Brands USA Inc. and Commission staff fail to reach an agreement within the designated timeframe, then Commission staff may recommend termination of the GVA Brands USA Inc. Action Plan.

Additionally, the Commission, after Commission staff has provided the GVA Brands USA Inc. with notice and an opportunity to respond, may terminate the ATV Action Plan, if:

- (i) GVA Brands USA Inc. fails to comply with the obligations of this ATV Action Plan,
- (ii) Commission staff determines that GVA Brands USA Inc. can no longer comply with the obligations of this ATV Action Plan,
- (iii) GVA Brands USA Inc. fails to adopt a requested amendment within the timeframe specified by Commission staff,
- (iv) the ATVs imported or distributed under this Action Plan fail to comply with each applicable provision of the ATV Standard, or contain a defect which creates a substantial risk of injury to consumers,
- (v) GVA Brands USA Inc. fails to comply with 15 U.S.C. § 2068(a)(4) to furnish information required by 15 U.S.C. § 2064(b), or



(vi) GVA Brands USA Inc. materially misrepresents to any officer or employee of the Commission GVA Brands USA Inc.'s compliance with the terms of this Action Plan, the compliance of the ATVs imported or distributed under this Action Plan with each applicable provision of the ATV Standard, or the existence of a defect in the ATVs imported or distributed under this Action Plan which creates a substantial risk of injury to consumers.

(vii) GVA Brands USA Inc. does not manufacture, import, or distribute ATVs subject to this Action Plan for a three-year period.

GVA Brands USA Inc. may not manufacture, import, or distribute any ATV in the United States under this Action Plan after receiving a written notice of such termination. Failure to cease manufacture, importation, or distribution in United States commerce of any ATV under this ATV Action Plan after receipt of notice of termination is a prohibited act under section 19(a)(1) of the CPSA, 15 U.S.C. §2068(a)(1).

If GVA Brands USA Inc.'s action plan is terminated pursuant to the above Amendment and Termination Procedures section, any subsequent ATV Action Plan application to the Commission involving any of GVA Brands USA Inc.'s corporate officers or employees who were previously involved in such termination or CPSC non-compliance, may result in Commission staff's recommendation that the Commission deny approval of the newly proposed Plan.

GVA Brands USA Inc. hereby agrees to take all of the actions to promote ATV safety set forth in this GVA Brands USA Inc. ATV Action Plan, and further agrees to fulfill each of the undertakings set forth in this Plan. GVA Brands USA Inc. understands that any failure to perform the actions, or fulfill the commitments set forth in the Plan may result in termination of the Plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Zhong", with a long horizontal line extending to the left.

Nan Kai "Gary" Zhong, CEO
GVA Brands Corp
1-11400 Twigg Pl,
Richmond, BC V6V 3C1



PARENT COMPANY AGREEMENT

In consideration for the Commission's acceptance of this Action Plan, GVA Brands Corp hereby guarantees that it will provide all funding and financial support necessary to ensure that GVA Brands USA Inc. undertakes every action to promote ATV safety as set forth in this Action Plan, and further agrees to ensure that GVA Brands USA Inc. fulfills each of the requirements set forth in this Action Plan. GVA Brands Corp further guarantees to provide all funding and financial support necessary if GVA Brands USA Inc. is subject to any enforcement, civil penalty, or remedial actions for violations of this Action Plan, violations of Section 42 of the CPSA, or for violations of any other statutes or regulations enforced by the Commission.

If, at any time, GVA Brands USA Inc. represents to the Commission that it does not have funds adequate to fulfill every commitment under this Action Plan, or funding to resolve any enforcement, civil penalty, or remedial actions, GVA Brands Corp agrees to provide such funding. In the event of any dispute regarding these terms or this Action Plan, GVA Brands Corp agrees to submit to the jurisdiction of the United States Courts.

Sincerely,

A handwritten signature in blue ink, appearing to be "Nan Kai Zhong", written over a horizontal line.

Nan Kai "Gary" Zhong, CEO
GVA Brands Corp
1-11400 Twigg Pl,
Richmond, BC V6V 3C1