UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

x **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 27, 2026

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 0-18914

Dorman Products, Inc.
(Exact name of registrant as specified in its charter)

Pennsylvania	**23-2078856**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
3400 East Walnut Street, Colmar, Pennsylvania	**18915**
(Address of principal executive offices)	**(Zip Code)**

(215) 997-1800
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.01 per share	DORM	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. x Yes o No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). x Yes o No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	x	Accelerated filer	o
Non-accelerated filer	o	Smaller reporting company	o
		Emerging growth company	o

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). o Yes x No

As of July 30, 2026, the registrant had 29,675,618 shares of common stock, par value $0.01 per share, outstanding.

DORMAN PRODUCTS, INC.
INDEX TO QUARTERLY REPORT ON FORM 10-Q
June 27, 2026

PART I. FINANCIAL INFORMATION

ITEM 1. Financial Statements

DORMAN PRODUCTS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
AND COMPREHENSIVE INCOME
(UNAUDITED)

	Three Months Ended		Six Months Ended	
(in thousands, except per share data)	**June 27, 2026**	**June 28, 2025**	**June 27, 2026**	**June 28, 2025**
Net sales	$ 544,598	$ 540,959	$ 1,073,368	$ 1,048,651
Cost of goods sold	293,373	321,446	631,988	621,430
Gross profit	251,225	219,513	441,380	427,221
Selling, general, and administrative expenses	135,008	137,032	266,380	264,666
Income from operations	116,217	82,481	175,000	162,555
Interest expense, net	6,311	7,182	12,118	14,540
Other income, net	5,577	1,544	8,823	2,905
Income before income taxes	115,483	76,843	171,705	150,920
Provision for income taxes	27,712	18,134	40,383	34,706
Net income	$ 87,771	$ 58,709	$ 131,322	$ 116,214
Other comprehensive income:				
Change in foreign currency translation adjustment	(220)	2,339	(618)	2,561
Comprehensive Income	$ 87,551	$ 61,048	$ 130,704	$ 118,775
Earnings per share:				
Basic	$ 2.94	$ 1.92	$ 4.37	$ 3.80
Diluted	$ 2.93	$ 1.91	$ 4.35	$ 3.78
Weighted average shares outstanding:				
Basic	29,864	30,518	30,041	30,547
Diluted	29,995	30,680	30,205	30,744

See accompanying Notes to Condensed Consolidated Financial Statements

DORMAN PRODUCTS, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

(in thousands, except for share data)	June 27, 2026	December 31, 2025
Assets		
Current assets:		
Cash and cash equivalents	$ 131,982	$ 49,436
Accounts receivable, less allowance for doubtful accounts of $2,029 and $1,948	554,110	479,252
Inventories	808,020	959,019
Prepaids and other current assets	59,144	33,819
Total current assets	1,553,256	1,521,526
Property, plant, and equipment, net	166,768	168,777
Operating lease right-of-use assets	104,782	112,805
Goodwill	387,334	387,334
Intangible assets, net	246,434	257,079
Other assets	41,589	45,557
Total assets	$ 2,500,163	$ 2,493,078
Liabilities and shareholders' equity		
Current liabilities:		
Accounts payable	$ 163,559	$ 185,125
Accrued compensation	23,155	30,756
Accrued customer rebates and returns	185,538	197,398
Current portion of long-term debt	—	37,500
Other accrued liabilities	59,503	42,048
Total current liabilities	431,755	492,827
Long-term debt	440,479	402,413
Long-term operating lease liabilities	87,774	96,568
Deferred tax liabilities	3,794	3,977
Other long-term liabilities	21,321	20,218
Commitments and contingencies (Note 7)		
Shareholders' equity:		
Common stock, $0.01 par value; 50,000,000 shares authorized; 29,665,940 and 30,391,955 shares issued and outstanding in 2026 and 2025, respectively	297	304
Additional paid-in capital	139,439	137,109
Retained earnings	1,380,443	1,344,183
Accumulated other comprehensive loss	(5,139)	(4,521)
Total shareholders' equity	1,515,040	1,477,075
Total liabilities and shareholders' equity	$ 2,500,163	$ 2,493,078

See accompanying Notes to Condensed Consolidated Financial Statements

DORMAN PRODUCTS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(UNAUDITED)

Three Months Ended June 27, 2026

	Common Stock					
(in thousands, except share data)	**Shares Issued**	**Par Value**	**Additional Paid-In Capital**	**Retained Earnings**	**Accumulated Other Comprehensive Loss**	**Total**
Balance at March 28, 2026	30,031,601	$ 300	$ 134,230	$ 1,337,092	$ (4,919)	$ 1,466,703
Exercise of stock options	7,221	—	627	—	—	627
Compensation cost under incentive stock plans	—	—	5,439	—	—	5,439
Purchase and cancellation of common stock	(381,732)	(3)	(687)	(44,420)	—	(45,110)
Issuance of non-vested stock, net of cancellations	10,350	—	—	—	—	—
Other stock-related activity	(1,500)	—	(170)	—	—	(170)
Other comprehensive loss	—	—	—	—	(220)	(220)
Net income	—	—	—	87,771	—	87,771
Balance at June 27, 2026	29,665,940	$ 297	$ 139,439	$ 1,380,443	$ (5,139)	$ 1,515,040

Three Months Ended June 28, 2025

	Common Stock					
(in thousands, except share data)	**Shares Issued**	**Par Value**	**Additional Paid-In Capital**	**Retained Earnings**	**Accumulated Other Comprehensive Loss**	**Total**
Balance at March 29, 2025	30,539,334	$ 306	$ 117,190	$ 1,226,461	$ (6,553)	$ 1,337,404
Exercise of stock options	3,521	—	357	—	—	357
Compensation cost under incentive stock plans	—	—	4,524	—	—	4,524
Purchase and cancellation of common stock	(29,123)	—	(52)	(3,429)	—	(3,481)
Issuance of non-vested stock, net of cancellations	11,031	—	—	—	—	—
Other stock-related activity	(876)	(1)	(105)	—	—	(106)
Other comprehensive loss	—	—	—	—	2,339	2,339
Net income	—	—	—	58,709	—	58,709
Balance at June 28, 2025	30,523,887	$ 305	$ 121,914	$ 1,281,741	$ (4,214)	$ 1,399,746

Six Months Ended June 27, 2026

	Common Stock					
(in thousands, except share data)	**Shares Issued**	**Par Value**	**Additional Paid-In Capital**	**Retained Earnings**	**Accumulated Other Comprehensive Loss**	**Total**
Balance at December 31, 2025	30,391,955	$ 304	$ 137,109	$ 1,344,183	$ (4,521)	$ 1,477,075
Exercise of stock options	7,221	—	627	—	—	627
Compensation cost under incentive stock plans	—	—	9,526	—	—	9,526
Purchase and cancellation of common stock	(816,906)	(7)	(1,471)	(95,062)	—	(96,540)
Issuance of common stock under incentive stock plans, net of cancellations	136,272	1	(1)	—	—	—
Other stock-related activity	(52,602)	(1)	(6,351)	—	—	(6,352)
Other comprehensive loss	—	—	—	—	(618)	(618)
Net income	—	—	—	131,322	—	131,322
Balance at June 27, 2026	29,665,940	$ 297	$ 139,439	$ 1,380,443	$ (5,139)	$ 1,515,040

Six Months Ended June 28, 2025

	Common Stock					
(in thousands, except share data)	**Shares Issued**	**Par Value**	**Additional Paid-In Capital**	**Retained Earnings**	**Accumulated Other Comprehensive Loss**	**Total**
Balance at December 31, 2024	30,565,855	$ 306	$ 119,077	$ 1,180,862	$ (6,775)	$ 1,293,470
Exercise of stock options	7,361	—	729	—	—	729
Compensation cost under incentive stock plans	—	—	8,137	—	—	8,137
Purchase and cancellation of common stock	(124,993)	(1)	(225)	(15,335)	—	(15,561)
Issuance of common stock under incentive stock plans, net of cancellations	120,492	1	(1)	—	—	—
Other stock-related activity	(44,828)	(1)	(5,803)	—	—	(5,804)
Other comprehensive loss	—	—		—	2,561	2,561
Net income	—	—		116,214	—	116,214
Balance at June 28, 2025	30,523,887	$ 305	$ 121,914	$ 1,281,741	$ (4,214)	$ 1,399,746

See accompanying Notes to Condensed Consolidated Financial Statements

DORMAN PRODUCTS, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Six Months Ended	
(in thousands)	**June 27, 2026**	**June 28, 2025**
Cash Flows from Operating Activities:		
Net income	$ 131,322	$ 116,214
Adjustments to reconcile net income to cash provided by operating activities:		
Depreciation and amortization	27,907	27,762
Provision for doubtful accounts	140	654
Provision for deferred income taxes	(100)	(75)
Provision for stock-based compensation	9,526	8,137
Gain on sale of investment	(2,208)	—
Changes in assets and liabilities:		
Accounts receivable	(75,170)	41,185
Inventories	150,488	(89,695)
Prepaids and other current assets	(24,416)	(2,911)
Other assets	(2,074)	(4,871)
Accounts payable	(19,899)	(10,649)
Accrued customer rebates and returns	(11,849)	(1,203)
Accrued compensation and other liabilities	12,714	(24,763)
Cash provided by operating activities	196,381	59,785
Cash Flows from Investing Activities:		
Property, plant, and equipment additions	(17,525)	(19,435)
Proceeds from sale of investment	7,208	—
Cash used in investing activities	(10,317)	(19,435)
Cash Flows from Financing Activities:		
Proceeds from issuance of senior notes	450,000	—
Payments of long-term debt	(440,625)	(6,250)
Proceeds from revolving credit line	15,000	—
Payments of revolving credit line	(15,000)	(13,960)
Payment of debt issuance costs	(9,713)	—
Proceeds from exercise of stock options	627	729
Purchase and cancellation of common stock	(97,412)	(15,561)
Other stock-related activity	(6,352)	(5,804)
Cash used in financing activities	(103,475)	(40,846)
Effect of exchange rate changes on Cash and Cash Equivalents	(43)	204
Net Increase (Decrease) in Cash and Cash Equivalents	82,546	(292)
Cash and Cash Equivalents, Beginning of Period	49,436	57,137
Cash and Cash Equivalents, End of Period	$ 131,982	$ 56,845
Supplemental Cash Flow Information		
Cash paid for interest expense	$ 10,685	$ 11,513
Cash paid for income taxes	$ 29,502	$ 42,714

See accompanying Notes to Condensed Consolidated Financial Statements

DORMAN PRODUCTS, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
FOR THE THREE AND SIX MONTHS ENDED JUNE 27, 2026, AND JUNE 28, 2025
(UNAUDITED)

1. Basis of Presentation

As used herein, unless the context requires otherwise, “Dorman,” the “Company,” “we,” “us,” or “our” refers to Dorman Products, Inc. and its subsidiaries. Our ticker symbol on The Nasdaq Stock Market LLC is “DORM.”

The accompanying unaudited condensed consolidated financial statements have been prepared under U.S. generally accepted accounting principles (“GAAP”) for interim financial information and under the rules and regulations of the U.S. Securities and Exchange Commission. However, they do not include all the information and footnotes required by GAAP for a complete set of financial statements. In the opinion of management, all adjustments (comprising only normal, recurring adjustments) considered necessary for a fair presentation have been included. These financial statements should be read in conjunction with the consolidated financial statements and footnotes thereto included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

2. Sales of Accounts Receivable

We have entered into several customer-sponsored programs administered by unrelated financial institutions that permit us to sell (factor) certain accounts receivable at discounted rates to the financial institutions. Transactions under these agreements were accounted for as sales of accounts receivable, and the related accounts receivable were removed from our Condensed Consolidated Balance Sheets when sold. Sales of accounts receivable under these agreements, and associated factoring costs, which were included in selling, general, and administrative expenses, were as follows:

	Three Months Ended		Six Months Ended	
(in thousands)	**June 27, 2026**	**June 28, 2025**	**June 27, 2026**	**June 28, 2025**
Sales of accounts receivable	$ 280,272	$ 354,904	$ 585,419	$ 689,074
Factoring costs	12,467	14,566	25,175	29,154

3. Inventories

Inventories include the cost of material, freight, duties, direct labor, and overhead utilized to process our products and are stated at the lower of cost or net realizable value. Inventories were as follows:

(in thousands)	**June 27, 2026**	**December 31, 2025**
Raw materials	$ 30,070	$ 36,698
Bulk product	236,713	287,653
Finished product	530,233	622,029
Packaging materials	11,004	12,639
Total	$ 808,020	$ 959,019

4. Goodwill and Intangible Assets

Goodwill

Goodwill at both June 27, 2026, and December 31, 2025, was $387.3 million, net of accumulated impairment losses of $56.7 million.

Intangible Assets

Intangible assets included the following:

	June 27, 2026			December 31, 2025		
Intangible assets subject to amortization	**Gross Carrying Value**	**Accumulated Amortization**	**Net Carrying Value**	**Gross Carrying Value**	**Accumulated Amortization**	**Net Carrying Value**
(in thousands)						
Customer relationships	$ 173,746	$ (56,399)	$ 117,347	$ 173,984	$ (51,741)	$ 122,243
Trade names	67,690	(21,195)	46,495	67,690	(19,119)	48,571
Product portfolio	107,800	(26,592)	81,208	107,800	(23,215)	84,585
Technology	2,167	(1,691)	476	2,167	(1,567)	600
Patents and other	2,487	(1,579)	908	2,475	(1,395)	1,080
Total	$ 353,890	$ (107,456)	$ 246,434	$ 354,116	$ (97,037)	$ 257,079

Amortization expense was $5.2 million and $5.5 million during the three months ended June 27, 2026, and June 28, 2025, and $10.4 million and $11.0 million during the six months ended June 27, 2026, and June 28, 2025, respectively.

5. Debt

During the three months ended March 28, 2026, we borrowed $15.0 million under the revolving credit facility of our credit agreement. The borrowing was repaid during the three months ended June 27, 2026.

During the three months ended June 27, 2026, we entered into a third amendment to our credit agreement to refinance the existing revolving credit facility with a new five-year revolving credit facility in an aggregate principal amount of $800.0 million, extending the maturity date to June 16, 2031.

The loans under the amended credit agreement are guaranteed by each of the Company’s material wholly owned domestic subsidiaries and are supported by a security interest in substantially all the Company’s and its material wholly owned domestic subsidiaries’ personal property and assets, subject to certain exceptions.

During the three months ended June 27, 2026, we also issued $450.0 million aggregate principal amount of 6.25% senior notes due June 16, 2034 (the "Senior Notes") pursuant to an indenture entered into among the Company, the subsidiary guarantors party thereto, and the trustee. The Senior Notes pay interest semi-annually in June and December of each year, commencing in December 2026.

The proceeds from the issuance of the Senior Notes were utilized (i) to repay our outstanding term loan balance of $431.3 million, as well as accrued interest and fee obligations under our credit agreement, (ii) to pay advisory and other fees in connection with the refinancing transactions, and (iii) for general corporate purposes.

The obligations under the Senior Notes are fully and unconditionally guaranteed by each of the Company’s existing and future wholly owned subsidiaries that is a guarantor or other obligor under the Company’s credit agreement and certain other indebtedness, as further specified in the indenture.

The amended credit agreement and the indenture contain customary representations and warranties, affirmative and negative covenants, and events of default. Additionally, the amended credit agreement contains financial maintenance covenants that require the Company to (i) maintain a consolidated secured net leverage ratio of not more than 3.50 to 1.00 (increasing to 4.00 to 1.00 for the four fiscal quarters following certain acquisitions) and (ii) a consolidated interest coverage ratio of not less than 2.00 to 1.00.

6. Segment and Geographic Information

Segment results are as follows:

	For the Three Months ended June 27, 2026			
(in thousands)	**Light Duty**	**Heavy Duty**	**Specialty Vehicle**	**Total**
Net sales	$ 424,320	$ 66,266	$ 54,012	$ 544,598
Cost of goods sold	222,602	49,106	21,665	293,373
Factoring expense	12,467	—	—	12,467
Other segment expenses	84,511	14,385	18,239	117,135
Segment income from operations	$ 104,740	$ 2,775	$ 14,108	$ 121,623

	For the Three Months ended June 28, 2025			
(in thousands)	**Light Duty**	**Heavy Duty**	**Specialty Vehicle**	**Total**
Net sales	$ 424,328	$ 62,060	$ 54,571	$ 540,959
Cost of goods sold	248,139	46,705	26,602	321,446
Factoring expense	14,566	—	—	14,566
Other segment expenses	83,322	14,833	18,531	116,686
Segment income from operations	$ 78,301	$ 522	$ 9,438	$ 88,261

	For the Six Months ended June 27, 2026			
(in thousands)	**Light Duty**	**Heavy Duty**	**Specialty Vehicle**	**Total**
Net sales	$ 848,059	$ 124,079	$ 101,230	$ 1,073,368
Cost of goods sold	492,138	92,326	47,524	631,988
Factoring expense	25,175	—	—	25,175
Other segment expenses	166,345	28,530	35,508	230,383
Segment income from operations	$ 164,401	$ 3,223	$ 18,198	$ 185,822

	For the Six Months ended June 28, 2025			
(in thousands)	**Light Duty**	**Heavy Duty**	**Specialty Vehicle**	**Total**
Net sales	$ 833,184	$ 113,740	$ 101,727	$ 1,048,651
Cost of goods sold	485,138	85,182	51,110	621,430
Factoring expense	29,154	—	—	29,154
Other segment expenses	159,098	28,199	36,358	223,655
Segment income from operations	$ 159,794	$ 359	$ 14,259	$ 174,412

A reconciliation of segment income from operations to consolidated income before income taxes is as follows:

	For the Three Months Ended		For the Six Months Ended	
(in thousands)	**June 27, 2026**	**June 28, 2025**	**June 27, 2026**	**June 28, 2025**
Segment income from operations	$ 121,623	$ 88,261	$ 185,822	$ 174,412
Acquisition-related intangible assets amortization	(5,173)	(5,406)	(10,347)	(10,877)
Acquisition-related transaction and other costs	(233)	(341)	(475)	(833)
Pretax reduction in workforce costs	—	(33)	—	(147)
Interest expense, net	(6,311)	(7,182)	(12,118)	(14,540)
Other income, net	5,577	1,544	8,823	2,905
Consolidated income before income taxes	$ 115,483	$ 76,843	$ 171,705	$ 150,920

The following table presents our net sales by geographic region:

	Three Months Ended		Six Months Ended	
(in thousands)	**June 27, 2026**	**June 28, 2025**	**June 27, 2026**	**June 28, 2025**
Net sales to U.S. customers	$ 499,240	$ 502,159	$ 988,300	$ 966,613
Net sales to non-U.S. customers	45,358	38,800	85,068	82,038
Total	$ 544,598	$ 540,959	$ 1,073,368	$ 1,048,651

7. Commitments and Contingencies

We are a party to, or otherwise involved in, legal proceedings that arise in the ordinary course of business, including various claims and legal actions involving contracts, employment disputes, competitive practices, intellectual property infringement, product liability claims, and other matters related to the conduct of our business. In the opinion of management, none of the actions, individually or in the aggregate, taking into account relevant insurance coverage, would likely have a material financial impact on the Company, and we believe the range of reasonably possible losses from current matters, taking into account relevant insurance coverage, is immaterial. However, legal matters are subject to inherent uncertainties, and there exists the possibility that the ultimate resolution of any of these matters could have a material adverse impact on the Company’s cash flows, financial position, or results of operations in the period in which any such effects are recorded.

In February 2026, the U.S. Supreme Court ruled against certain tariffs previously imposed under the International Emergency Economic Powers Act ("IEEPA"). The ruling did not address refunds of IEEPA tariffs paid. However, in March 2026, the Court of International Trade (“CIT”) ordered U.S. Customs and Border Protection (“CBP”) to begin the refund process for all importers who were subject to IEEPA duties. CIT's order may be subject to U.S. government challenge. We are the importer of record for certain products that were previously subject to tariffs under IEEPA. During the three months ended June 27, 2026, we recorded refunds of such previously paid tariffs totaling $98.1 million, including a receivable of $19.7 million for amounts that remained uncollected as of June 27, 2026. The majority of the receivable was collected after June 27, 2026.

We also recognized interest income of $3.5 million related to the refunds received during the three months ended June 27, 2026, which is included in Other income, net on the Condensed Consolidated Statements of Operations and Comprehensive Income.

8. Stock-Based Compensation

Restricted Stock Units ("RSUs")

Compensation cost related to RSU grants was $5.3 million and $4.2 million for the three months ended June 27, 2026, and June 28, 2025, and $9.2 million and $7.5 million for the six months ended June 27, 2026, and June 28, 2025, respectively, and was included in selling, general, and administrative expenses in the Condensed Consolidated Statements of Operations and Comprehensive Income.

The following table summarizes our RSU activity for the six months ended June 27, 2026:

	Shares	Weighted Average Fair Value
Balance at December 31, 2025	324,125	$ 117.70
Granted	194,232	$ 118.19
Vested	(136,272)	$ 108.24
Canceled	(9,851)	$ 119.94
Balance at June 27, 2026	372,234	$ 121.36

As of June 27, 2026, there was $33.6 million of unrecognized compensation cost related to unvested RSU grants that is expected to be recognized over a weighted average period of 2.0 years.

Stock Options

From time to time, we grant stock options to participants in our equity plans. Compensation cost related to stock option grants was not material for the three and six months ended June 27, 2026, and June 28, 2025.

The following table summarizes our stock option activity for the six months ended June 27, 2026:

	Shares	Weighted Average Price	Weighted Average Remaining Term (years)	Aggregate Intrinsic Value (in thousands)
Balance at December 31, 2025	191,677	$ 88.44		
Canceled	(703)	$ 91.28		
Exercised	(7,221)	$ 86.86		
Balance at June 27, 2026	183,753	$ 88.49	3.1	$ 8,489
Exercisable at June 27, 2026	167,749	$ 88.23	3.0	$ 7,794

As of June 27, 2026, unrecognized compensation cost related to unvested stock options was not material.

In May 2026, our shareholders approved the Dorman Products, Inc. 2026 Omnibus Incentive Plan (the "2026 Plan"), which permits awards to our employees, officers, directors, consultants, and advisors in the form of stock options, stock appreciation rights, restricted stock, restricted stock units, and other stock-based and cash-based awards. Upon the effective date of a registration statement to be filed with the SEC regarding the 2026 Plan, the 2026 Plan will replace the Dorman Products, Inc. 2018 Stock Option and Stock Incentive Plan (the "2018 Plan").

Subject to adjustment as provided in the 2026 Plan, not more than 1,543,000 shares of our common stock plus such number of shares of our common stock remaining available for issuance and not subject to any outstanding awards under the 2018 Plan shall be available for awards under the 2026 Plan. If an award granted under the 2026 Plan is forfeited, terminates, or expires without having been exercised in full, the shares underlying such forfeited, terminated, or expired award will return to the pool of shares available for issuance under the 2026 Plan. No awards were issued under the 2026 Plan during the quarter ended June 27, 2026.

9. Earnings Per Share

Basic earnings per share was calculated by dividing our net income by the weighted average number of shares of common stock outstanding during the period. To calculate diluted earnings per share, common stock equivalents are added to the weighted average number of shares of common stock outstanding. Common stock equivalents are calculated using the treasury stock method and are computed based on outstanding stock-based awards.

For the three months ended June 27, 2026, and June 28, 2025, there were approximately 84,000 shares and 127,000 shares, respectively, and for the six months ended June 27, 2026, and June 28, 2025, there were approximately 81,000 shares and 83,000 shares, respectively, that were excluded from the calculation of diluted earnings per share because their effect would have been anti-dilutive.

The following table sets forth the computation of basic earnings per share and diluted earnings per share:

	Three Months Ended		Six Months Ended	
(in thousands, except per share data)	**June 27, 2026**	**June 28, 2025**	**June 27, 2026**	**June 28, 2025**
Numerator:				
Net income	$ 87,771	$ 58,709	$ 131,322	$ 116,214
Denominator:				
Weighted average basic shares outstanding	29,864	30,518	30,041	30,547
Effect of stock-based compensation awards	131	162	164	197
Weighted average diluted shares outstanding	29,995	30,680	30,205	30,744
Earnings Per Share:				
Basic	$ 2.94	$ 1.92	$ 4.37	$ 3.80
Diluted	$ 2.93	$ 1.91	$ 4.35	$ 3.78

10. Common Stock Repurchases

We periodically repurchase, at the then-current market price, and cancel common stock issued to the Dorman Products, Inc. 401(k) Retirement Plan and Trust (the “401(k) Plan”). 401(k) Plan participants can no longer purchase shares of Dorman common stock as an investment option under the 401(k) Plan. Shares are generally purchased by the Company from the 401(k) Plan when participants sell units as permitted by the 401(k) Plan or elect to leave the 401(k) Plan upon retirement, termination, or other reasons. The following table summarizes the repurchase and cancellation of common stock by the Company for the three and six months ended June 27, 2026, and June 28, 2025:

	Three Months Ended		Six Months Ended	
	June 27, 2026	**June 28, 2025**	**June 27, 2026**	**June 28, 2025**
Shares repurchased and canceled	693	—	693	2,070
Total cost of shares repurchased and canceled (in thousands)	$ 70	$ —	$ 70	$ 261
Average price per share	$ 100.90	$ —	$ 100.90	$ 126.08

Separately, we repurchase shares under share repurchase programs authorized by our Board of Directors. Share repurchases may be made from time to time depending on market conditions, share price, share availability, and other factors at the Company’s discretion. The Company is not obligated to acquire a specific number of shares under the programs.

The following table summarizes the repurchase and cancellation of common stock in the three and six months ended June 27, 2026, and June 28, 2025:

	Three Months Ended		Six Months Ended	
	June 27, 2026	June 28, 2025	June 27, 2026	June 28, 2025
Shares repurchased and canceled	381,039	29,123	816,213	122,923
Total cost of shares repurchased and canceled (in thousands)	$ 45,041	$ 3,482	$ 96,471	$ 15,300
Average price per share	$ 118.21	$ 119.56	$ 118.19	$ 124.47

At June 27, 2026, $362.9 million was available for repurchase under the share repurchase program.

11. Income Taxes

At June 27, 2026, we had $10.6 million of net unrecognized tax benefits, $9.1 million of which would lower our effective tax rate if recognized. We recognize interest and penalties related to unrecognized tax benefits in income tax expense. At June 27, 2026, accrued interest and penalties related to unrecognized tax benefits were $4.5 million.

We file income tax returns in the United States, Canada, China, India, and Mexico. The statute of limitations for tax years before 2022 is closed for U.S. federal income tax purposes. The statute of limitations for tax years before 2017 is closed for the states in which we filed. The statute of limitations for tax years before 2022 is closed for income tax purposes in Canada, China, and India. The statute of limitations for tax years before 2021 is closed for income tax purposes in Mexico.

12. Fair Value Disclosures

The carrying values of financial instruments such as cash and cash equivalents, accounts receivable, accounts payable, and other current assets and liabilities approximate their fair values due to their short-term nature.

The estimated fair value of the Company's Senior Notes was $452.2 million at June 27, 2026. Fair value was determined based on observed market prices for the notes and is classified as a Level 2 fair value measurement.

13. Recent Accounting Pronouncements

In November 2024, the FASB issued ASU 2024-03, Disaggregation of Income Statement Expenses. The ASU requires additional disclosures about categories of expenses, including, among other things, quantitative disclosures for employee compensation, depreciation, intangible asset amortization, selling expenses, and purchases of inventory. The updated guidance is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. We expect to implement this new standard by its effective date, and do not anticipate that its adoption will have an impact on our results of operations, financial condition, or cash flows.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

"Management's Discussion and Analysis of Financial Condition and Results of Operations" should be read in conjunction with the condensed consolidated financial statements and related notes thereto included in PART I, ITEM 1 of this Quarterly Report on Form 10-Q. As used herein, unless the context requires otherwise, "Dorman," the "Company," "we," "us," or "our" refers to Dorman Products, Inc. and its subsidiaries.

Cautionary Statement on Forward-Looking Information

Certain statements in this document constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, including statements related to net sales, diluted earnings per share, gross profit, gross margin, selling, general, and administrative expenses, income tax expense, income before income taxes, net income, cash and cash equivalents, indebtedness, liquidity, the Company's share repurchase program, the Company's outlook, the Company's growth opportunities and future business prospects, operational costs and productivity initiatives, inflation, tariffs, tariff refunds, supplier diversification, price increases, long-term value, acquisitions and acquisition opportunities, investments, cost offsets, quarterly fluctuations, new product development, customer concessions, and fluctuations in foreign currency. Words such as "may," "believe," "demonstrate," "expect," "estimate," "forecast," "project," "plan," "anticipate," "intend," "should," "will," and "likely" and similar expressions identify forward-looking statements. However, the absence of these words does not mean the statements are not forward-looking. In addition, statements that are not historical should also be considered forward-looking statements. Readers are cautioned not to place undue reliance on those forward-looking statements, which speak only as of the date the statements were made. Such forward-looking statements are based on current expectations that involve known and unknown risks, uncertainties, and other factors (many of which are outside of our control) that may cause actual events to be materially different from those expressed or implied by such forward-looking statements. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated, or projected.

Please refer to "Cautionary Statement on Forward-Looking Information" and "Item 1A. Risk Factors" located in PART I of our most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission ("SEC"), as updated by our subsequent filings with the SEC, for a description of these and other risks and uncertainties that could cause actual results to differ materially from those projected or implied by the forward-looking statements. The Company is under no obligation to, and expressly disclaims any such obligation to, update any of the information in this document, including but not limited to any situation where any forward-looking statement later turns out to be inaccurate, whether as a result of new information, future events, or otherwise, except as may be required by applicable law.

Introduction

The following discussion and analysis, as well as other sections in this Quarterly Report on Form 10-Q, should be read in conjunction with the unaudited condensed consolidated financial statements and footnotes thereto of Dorman Products, Inc. included in "PART 1, ITEM 1. Financial Statements" of this Quarterly Report on Form 10-Q and with Management's Discussion and Analysis of Financial Condition and Results of Operations and the audited consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

This Quarterly Report on Form 10-Q contains the registered and unregistered trademarks or service marks of Dorman and are the property of Dorman Products, Inc. and/or its affiliates. This Quarterly Report on Form 10-Q also may contain additional trade names, trademarks, or service marks belonging to other companies. We do not intend our use or display of other parties’ trademarks, trade names, or service marks to imply, and such use or display should not be construed to imply, a relationship with or endorsement or sponsorship of us by these parties.

Overview

We are one of the leading suppliers of replacement and upgrade parts in the motor vehicle aftermarket industry, serving passenger cars, light-, medium-, and heavy-duty trucks, as well as specialty vehicles, including utility terrain vehicles (UTVs) and all-terrain vehicles (ATVs). We operate through three business segments: Light Duty, Heavy Duty, and Specialty Vehicle, consistent with the sectors of the motor vehicle aftermarket industry in which we operate. For more information on our segments, refer to Note 7, “Segment Information,” to the Consolidated Financial Statements, included under Part II, ITEM 8 of the Company's Annual Report on Form 10-K for the year ended December 31, 2025.

As of December 31, 2025, we marketed approximately 144,000 distinct parts, many of which we designed and engineered. This number excludes private-label stock keeping units and other variations in how we market, package, and distribute our products, includes distinct parts of acquired companies, and reflects distinct parts that have been discontinued at the end of their lifecycle. Our products are sold under our various brand names, under our customers’ private-label brands, or in bulk. We are one of the leading aftermarket suppliers of parts that were traditionally available to consumers only from OEMs or salvage yards. These parts include, among others, leaf springs, intake manifolds, exhaust manifolds, oil filters and coolers, window regulators, radiator fan assemblies, tire pressure monitor sensors, exhaust gas recirculation ("EGR") coolers, driveshafts, UTV windshields, and complex electronics modules.

We generate most of our net sales from customers in North America, primarily in the United States. Our products are sold primarily through aftermarket retailers, including their online platforms; dealers; and national, regional, and local warehouse distributors and specialty markets. We also distribute aftermarket parts outside the United States, with sales primarily into Canada and Mexico, and to a lesser extent, Europe, the Middle East, and Australia.

We may experience significant fluctuations from quarter to quarter in our results of operations due to the timing of our customers' orders, as well as our ability and our suppliers' ability to deliver products ordered by our customers. The introduction of new products and product lines to customers, as well as business acquisitions, may also cause significant fluctuations from quarter to quarter.

Critical Accounting Policies

There have been no material changes to the Company’s critical accounting policies as described in the Annual Report on Form 10-K for the year ended December 31, 2025.

New Product Development

New product development is a key success factor for us and has been a significant contributor to our growth. We have made incremental investments to increase our new product development efforts to grow our business and strengthen our relationships with our customers. The investments have primarily been in the form of increased product development resources, additional customer and end-user awareness programs, and customer service improvements. These investments have enabled us to provide an expanding array of new product offerings and grow revenues at levels that generally have exceeded market growth rates.

In the six months ended June 27, 2026, we introduced 1,885 new distinct parts to our customers and end-users, including 528 “New-to-the-Aftermarket” parts. We introduced 5,560 new distinct parts to our customers and end-users in the fiscal year ended December 31, 2025, including 1,608 “New-to-the-Aftermarket” parts.

One area of focus for the light-duty sector has been our complex electronics program, which capitalizes on the growing number of electronic components being utilized on today’s original equipment platforms. New vehicles contain an average of approximately 100 electronic modules, with some high-end luxury vehicles exceeding that. Our complex electronics products are designed and developed in-house and tested to help ensure consistent performance. Our product portfolio is focused on further developing our leadership position in this category.

Another area of focus has been on products we market for the heavy-duty sector. We believe that this sector provides many of the same growth opportunities that the light-duty sector has provided us. We specialize in offering parts to this sector that were traditionally only available from OEMs or salvage yards, similar to how we approach the light-duty sector.

Within the specialty vehicle sector, we focus on providing performance parts and accessories and nondiscretionary repair parts for UTVs and ATVs. We are dedicated to developing better and more innovative materials that will be compatible across a wide variety of makes and models to maintain as well as to enhance both the performance and appearance of customers’ vehicles.

Acquisitions

A key component of our strategy is growth through acquisitions. We may acquire businesses in the future to supplement our financial growth, expand our customer base, add to our distribution capabilities, or enhance our product development resources, among other reasons.

Industry Factors

The Company’s financial results are also impacted by various industry factors, including, but not limited to, the number, age, and condition of vehicles in operation at any one time, and the miles driven by those vehicles.

Vehicles in Operation

The Company’s products are primarily purchased and installed on a subsegment of the passenger and light-duty vehicles in operation in the United States (“VIO”), specifically weighted towards vehicles aged 7 to 14 years. Each year, the United States seasonally adjusted annual rate (“US SAAR”) of new vehicles purchased adds a new year to the VIO. According to data from the Auto Care Association (“Auto Care”), the US SAAR experienced a decline from 2008 to 2011 as consumers purchased fewer new vehicles as a result of the Great Recession of 2008. We believe that the declining US SAAR during that period led to a follow-on decline in our primary VIO subsegment (7-to-14-year-old vehicles) commencing in 2016. However, following 2011 and the impact of the Great Recession of 2008, U.S. consumers began to increase their purchases of new vehicles, which over time caused the US SAAR to recover and return to more historical levels. The 7-to-14-year-old vehicle car parc has grown over the past several years, which we believe has expanded demand for aftermarket replacement parts as more vehicles remained in operation.

In addition, we believe that vehicle owners generally are operating their current vehicles longer than they did several years ago, performing necessary repairs and maintenance to keep those vehicles well-maintained. We believe this trend has supported an increase in VIO, which increased to 302.7 million, a 1% increase in 2025 over 2024. According to data published by Polk, a division of IHS

Automotive, the average age of VIO increased to 12.9 years as of October 2025 from 12.8 years as of October 2024.

Miles Driven

The number of miles driven is another important statistic that impacts our business. Generally, as vehicles accumulate more miles, their parts are more likely to wear or fail, which fuels increased demand for replacement parts, including our products. According to the U.S. Department of Transportation, the number of miles driven through October 2025 increased 1.0% year over year in the light-duty sector. However, global gasoline prices remained high during 2025 and through the first half of 2026, and, if high prices persist, they may negatively impact miles driven as consumers reduce travel or seek alternative methods of transportation.

Brand Protection

We operate in a highly competitive market. As a result, we are continuously evaluating our approach to branding, pricing, and terms for our customers and channels. For example, we maintain brand protection policies designed to ensure that certain of our branded products are not advertised below certain approved pricing levels. In addition, we may pursue legal remedies when we observe third parties violating our intellectual property rights, including those that infringe on our patents, misrepresent our products as their own, or use our product images for their own marketing efforts.

Discounts, Allowances, and Incentives

We offer a variety of customer discounts, rebates, defective and slow-moving product returns, and other incentives. We may offer cash discounts for paying invoices in accordance with the specified discount terms of the invoice. In addition, we may offer pricing discounts based on volume purchased from us or other pricing discounts related to programs under a customer's agreement. These incentives can be in the form of "off-invoice" discounts that are immediately deducted from sales at the time of sale. For those customers who choose to receive their incentives on a quarterly or annual basis instead of "off-invoice," we provide rebates and accrue for such incentives as the related sales are made, and reduce sales accordingly. Additionally, rebates and discounts are provided to customers to support promotional activities such as advertising and sales force allowances.

Our customers, particularly our larger retail customers, regularly seek more favorable pricing and product return provisions, and extended payment terms when negotiating with us. We attempt to avoid or minimize these concessions as much as possible, but we have granted pricing concessions, indemnification rights, and extended customer payment terms, and allowed a higher level of product returns in certain cases. These concessions affect both our net sales and profit levels, and may require additional capital to support the business. We expect our customers to continue to exert pressure on our margins.

Customer Acquisition Costs

We may incur customer acquisition costs where we incur change-over costs to induce a customer to switch from a competitor's brand, including expanding new product lines into our existing customers. Change-over costs include the costs associated with removing the customer's inventory of competitor products and replacing it with our products, which is commonly referred to as a stock lift. Customer acquisition costs are recorded as a reduction to revenue when incurred.

Product Warranty and Overstock Returns

We warrant our products against certain defects in material and workmanship when used as designed on the vehicle on which it was originally installed. We offer a limited lifetime warranty on most of our products in the light-duty parts categories, with more limited warranties for our heavy-duty and specialty vehicle products. In addition to warranty returns, we may permit our customers to return new, undamaged products to us within customer-specific limits if they have overstocked their inventories. At the time products are sold, we accrue a liability for product warranties and overstock returns as a percentage of sales based upon estimates established using historical information on the nature, frequency, and average cost of claims and the probability of customer returns. Significant judgments and estimates must be made and used in connection with establishing the sales returns and other allowances in any accounting period. Revisions to these estimates are made, when necessary, based upon changes in these factors. We regularly study trends of such claims.

Foreign Currency

Many of our products and related raw materials and components are purchased from suppliers in non-U.S. countries. The products are generally sourced through purchase orders with the purchase price specified in U.S. dollars. Accordingly, we generally do not have exposure to fluctuations in the relationship between the U.S. dollar and various foreign currencies between the time of execution of the purchase order and payment for the product.

To the extent that the U.S. dollar changes in value relative to those foreign currencies in the future, the prices charged by our suppliers for goods under new purchase orders may change in equivalent U.S. dollars. The largest portion of our overseas purchases comes from China. The Chinese yuan to U.S. dollar exchange rate has fluctuated over the past several years. Any future changes in the value of the Chinese yuan relative to the U.S. dollar may result in a change in the cost of goods that we purchase from China. However, the cost of the goods we procure is also affected by other factors, including raw material availability, labor costs, tariffs, and transportation costs.

We have operations located outside the United States with various functional currencies. Because our consolidated financial statements are denominated in U.S. dollars, the assets, liabilities, net sales, and expenses that are denominated in currencies other than the U.S. dollar must be converted into U.S. dollars using exchange rates for the current period. As a result, fluctuations in foreign currency exchange rates may impact our financial results.

Impact of Inflationary Costs

Geopolitical events, higher labor and material costs, rising interest rates, disruptions to supply chain and logistics networks, and the trade policies of the U.S. or the countries where we source or sell our products may negatively impact our results in the future. We attempt to offset these types of inflationary pressures with cost-saving initiatives, price increases to customers, and the use of alternative suppliers. There can be no assurance that we will be successful in implementing such cost-saving initiatives, pricing increases, or supplier diversification in the future to offset increased inflationary costs, or that the price increases we implement will not make our products uncompetitive or negatively impact customer demand.

Impact of Interest Rates

Our business is subject to interest rate risk under the terms of our customer accounts receivable sales programs, as a change in the Term Secured Overnight Financing Rate ("Term SOFR") or alternative discount rate affects the cost incurred to factor eligible accounts receivable. Additionally, our outstanding borrowings under our credit agreement bear interest at variable rates tied to Term SOFR or the applicable base rate. Under the terms of the credit agreement, a change in interest rates affects the rate at which we can borrow funds thereunder and impacts the interest cost on existing borrowings. Interest rates may remain steady at their current levels for prolonged periods or may increase in the future, resulting in increased costs associated with our accounts receivable sales programs and outstanding borrowings. Interest rates generally declined starting in the second half of 2025 and through the first quarter of 2026.

Impact of Tariffs

We source the majority of our raw materials and parts from suppliers in various non-U.S. countries. In 2025, approximately 77% of our total volume of product purchases was sourced from suppliers in various non-U.S. countries, with approximately 38% sourced from third-party suppliers in China. In 2025, the U.S. Administration implemented new tariffs that took effect throughout the year. These new tariffs, as well as reactionary tariff adjustments made by other countries, have impacted our business and contributed to cost increases, and we expect these impacts to continue.

We have taken actions designed to mitigate the impact of these cost increases, including, but not limited to, diversifying our supply chain and negotiating cost concessions from our suppliers where possible. In addition, starting in the third quarter of 2025, we implemented price increases to mitigate the cost increases while also considering the competitive dynamic of our parts in the marketplace. We experienced an increase in gross margin in the second half of 2025 due to the timing of price actions taking effect before the higher tariff costs were recognized as an expense in our Statement of Operations and Comprehensive Income. Gross margin decreased beginning in the first quarter of 2026 as we recognized the higher tariff costs in our Statement of Operations and Comprehensive Income.

In February 2026, the U.S. Supreme Court ruled against certain tariffs previously imposed under the International Emergency Economic Powers Act ("IEEPA"). The ruling did not address refunds of IEEPA tariffs paid. However, in March 2026, the Court of International Trade (“CIT”) ordered U.S. Customs and Border Protection (“CBP”) to begin the refund process for all importers who were subject to IEEPA duties. CIT's order may be subject to U.S. government challenge. We are the importer of record for certain products that were previously subject to tariffs under IEEPA. During the three months ended June 27, 2026, we recorded refunds of such previously paid tariffs totaling $98.1 million, including a receivable of $19.7 million for amounts that remained uncollected as of June 27, 2026.

We also recognized interest income of $3.5 million related to the refunds received during the three months ended June 27, 2026, which is included in Other income, net on the Condensed Consolidated Statements of Operations and Comprehensive Income.

The U.S. Administration has taken several tariff-related actions following the Supreme Court's decision, including adopting temporary tariffs under Section 122 of the Trade Act of 1974, which expired on July 24, 2026, and adopting new tariffs under Section 301 of the Trade Act of 1974 on imports from a broad range of countries, which became effective upon the expiration of the Section 122 tariffs. The current tariff environment remains uncertain, and there can be no assurance as to whether additional tariffs may be imposed or what the impacts of such actions may be on our business. There also remains uncertainty regarding how countries with which the U.S. has negotiated or is in the process of negotiating tariff trade deals will respond to tariff actions by the U.S. Administration. We continue to monitor and evaluate these developments and assess their potential impact on our business, financial condition, and results of operations.

Results of Operations

The following table sets forth, for the periods indicated, the percentage of net sales represented by certain items in our Condensed Consolidated Statements of Operations and Comprehensive Income:

	Three Months Ended*				Six Months Ended*			
(in thousands, except percentage data)	**June 27, 2026**		**June 28, 2025**		**June 27, 2026**		**June 28, 2025**	
Net sales	$ 544,598	100.0 %	$ 540,959	100.0 %	$ 1,073,368	100.0 %	$ 1,048,651	100.0 %
Cost of goods sold	293,373	53.9 %	321,446	59.4 %	631,988	58.9 %	621,430	59.3 %
Gross profit	251,225	46.1 %	219,513	40.6 %	441,380	41.1 %	427,221	40.7 %
Selling, general, and administrative expenses	135,008	24.8 %	137,032	25.3 %	266,380	24.8 %	264,666	25.2 %
Income from operations	116,217	21.3 %	82,481	15.2 %	175,000	16.3 %	162,555	15.5 %
Interest expense, net	6,311	1.2 %	7,182	1.3 %	12,118	1.1 %	14,540	1.4 %
Other income, net	5,577	1.0 %	1,544	0.3 %	8,823	0.8 %	2,905	0.3 %
Income before income taxes	115,483	21.2 %	76,843	14.2 %	171,705	16.0 %	150,920	14.4 %
Provision for income taxes	27,712	5.1 %	18,134	3.4 %	40,383	3.8 %	34,706	3.3 %
Net income	$ 87,771	16.1 %	$ 58,709	10.9 %	$ 131,322	12.2 %	$ 116,214	11.1 %

* Percentage of sales information may not add due to rounding

Three Months Ended June 27, 2026, Compared to Three Months Ended June 28, 2025

Net sales increased $3.6 million, or 0.7%, for the three months ended June 27, 2026, compared to the prior year period, primarily driven by tariff-related pricing actions enacted during the second half of 2025 across our segments, partially offset by lower volume in the light duty and specialty vehicle sectors, and market-based price concessions.

Gross profit as a percentage of net sales increased 550 basis points compared to the prior year period, primarily due to lower net tariff costs resulting from recognition of IEEPA refunds, which added 820 basis points to gross profit as a percentage of net sales in the current year period.

Selling, general, and administrative expenses decreased 50 basis points as a percentage of net sales for the three months ended June 27, 2026, compared to the prior year period, due to continued operational improvement and lower factoring costs.

Our effective tax rate of 24.0% for the three months ended June 27, 2026, was slightly higher than our effective tax rate of 23.6% for the three months ended June 28, 2025.

Six Months Ended June 27, 2026, Compared to Six Months Ended June 28, 2025

Net sales increased $24.7 million, or 2.4%, for the six months ended June 27, 2026, compared to the prior year period, primarily driven by tariff-related pricing actions enacted during the second half of 2025 across our segments, partially offset by lower volume when compared to the strong sales in the prior year period, and price concessions.

Gross profit as a percentage of net sales increased 40 basis points compared to the prior year period, primarily due to lower net tariff costs resulting from recognition of IEEPA refunds, which added 110 basis points to gross profit as a percentage of net sales in the current year period.

Selling, general, and administrative expenses decreased 40 basis points as a percentage of net sales for the six months ended June 27, 2026, compared to the prior year period, due to favorable leverage from higher net sales and lower factoring costs.

Interest expense, net, decreased $2.4 million for the six months ended June 27, 2026, compared to the prior year period. The decrease was driven by lower outstanding principal on our revolving credit facility and term loan, resulting from repayments over the last several quarters, as well as lower average Term SOFR rates during the current year period.

Our effective tax rate of 23.5% for the six months ended June 27, 2026, was slightly higher than our effective tax rate of 23.0% for the six months ended June 28, 2025.

Segment Operating Results

Segment operating results were as follows:

	For the Three Months Ended		For the Six Months Ended	
(in thousands)	**June 27, 2026**	**June 28, 2025**	**June 27, 2026**	**June 28, 2025**
Net Sales:				
Light Duty	$ 424,320	$ 424,328	$ 848,059	$ 833,184
Heavy Duty	66,266	62,060	124,079	113,740
Specialty Vehicle	54,012	54,571	101,230	101,727
Total	$ 544,598	$ 540,959	$ 1,073,368	$ 1,048,651
Segment Income From Operations				
Light Duty	$ 104,740	$ 78,301	$ 164,401	$ 159,794
Heavy Duty	2,775	522	3,223	359
Specialty Vehicle	14,108	9,438	18,198	14,259
Total	$ 121,623	$ 88,261	$ 185,822	$ 174,412

Three Months Ended June 27, 2026, Compared to Three Months Ended June 28, 2025

Light Duty

Light Duty net sales were flat for the three months ended June 27, 2026, compared to the prior year period, primarily due to tariff-related pricing actions enacted during the second half of 2025, partially offset by lower volume, when compared to the strong sales in the prior year period, and market-based price concessions.

Light Duty segment income from operations as a percentage of net sales increased to 24.7% for the three months ended June 27, 2026, from 18.5% for the three months ended June 28, 2025. This increase was primarily driven by lower net tariff costs resulting from recognition of IEEPA refunds, which added 910 basis points to segment income from operations as a percentage of net sales in the current year period, partially offset by higher wage and benefits costs in the current year period.

Heavy Duty

Heavy Duty net sales increased $4.2 million, or 6.8%, for the three months ended June 27, 2026, compared to the prior year period, primarily reflecting tariff-related pricing actions and business wins in certain categories and channels.

Heavy Duty segment income as a percentage of net sales increased 340 basis points, to 4.2% for the three months ended June 27, 2026. This increase was primarily driven by lower net tariff costs resulting from recognition of IEEPA refunds, which added 190 basis points to segment income from operations as a percentage of net sales in the current year period, and favorable leverage from higher net sales.

Specialty Vehicle

Specialty Vehicle net sales were flat for the three months ended June 27, 2026, compared to the prior year period, as reduced customer demand in the specialty vehicle sector was partially offset by tariff-related pricing actions in certain categories.

Specialty Vehicle segment income as a percentage of net sales increased to 26.1% for the three months ended June 27, 2026, from 17.3% for the three months ended June 28, 2025. This increase was primarily driven by lower net tariff costs resulting from recognition of IEEPA refunds, which added 830 basis points to segment income from operations as a percentage of net sales in the current year period.

Six Months Ended June 27, 2026, Compared to Six Months Ended June 28, 2025

Light Duty

Light Duty net sales increased $14.9 million, or 2%, for the six months ended June 27, 2026, compared to the prior year period, primarily due to tariff-related pricing actions enacted during the second half of 2025, partially offset by lower volume when compared to the strong sales in the prior year period.

Light Duty segment income from operations as a percentage of net sales increased to 19.4% for the six months ended June 27, 2026, from 19.2% for the six months ended June 28, 2025. This increase was primarily driven by lower net tariff costs resulting from recognition of IEEPA refunds, which added 120 basis points to segment income from operations as a percentage of net sales in the current year period, partially offset by higher wage and benefits costs in the current year period.

Heavy Duty

Heavy Duty net sales increased $10.3 million, or 9%, for the six months ended June 27, 2026, compared to the prior year period, primarily reflecting tariff-related pricing actions.

Heavy Duty segment income as a percentage of net sales increased 230 basis points, to 2.6% for the six months ended June 27, 2026. This increase was primarily driven by favorable leverage on higher net sales.

Specialty Vehicle

Specialty Vehicle net sales were flat for the six months ended June 27, 2026, compared to the prior year period, as tariff-related pricing actions in certain categories were offset by reduced customer demand in the specialty vehicle sector.

Specialty Vehicle segment income as a percentage of net sales increased to 18.0% for the six months ended June 27, 2026, from 14.0% for the six months ended June 28, 2025. This increase was primarily driven by lower net tariff costs resulting from recognition of IEEPA refunds, which added 110 basis points to segment income from operations as a percentage of net sales in the current year period.

Liquidity and Capital Resources

Historically, our primary source of liquidity has been the cash flow generated from our operations, including flexibility provided by accounts receivable sales programs facilitated through certain customers. Key components of our liquidity and capital resources were as follows:

(in thousands)	June 27, 2026	December 31, 2025
Cash and cash equivalents	$ 131,982	$ 49,436
Working Capital	$ 1,121,501	$ 1,028,699
Shareholders' equity	$ 1,515,040	$ 1,477,075

Based on our current operating plan, we believe that our sources of available capital are sufficient to meet our ongoing cash needs for at least the next twelve months. However, our liquidity could be negatively affected by higher tariffs, an extension of customer payment terms, a decrease in demand for our products, higher interest rates, the outcome of contingencies, or other factors. See Note 7, “Commitments and Contingencies”, in the accompanying condensed consolidated financial statements for additional information regarding commitments and contingencies that may affect our liquidity.

Tariffs

Increases in tariffs accelerate our use of cash, as we pay for the higher costs upon arrival of our goods in the United States, but we collect the cash from any price increases to our customers on a delayed basis, taking into account our inventory turns and payment terms negotiated with those customers. We currently anticipate that additional liquidity needs to cover increased tariffs on imported products can be managed through additional factoring under our accounts receivable sales programs with certain customers, as well as borrowings under our existing revolving credit facility.

Payment Terms and Accounts Receivable Sales Programs

We have extended payment terms in place with certain of our customers. These extended terms have resulted in increased accounts receivable levels and significant cash usage. Where available and when we deem appropriate, we participate in accounts receivable sales programs with several customers that enable us to sell our accounts receivable to financial institutions at discounted rates without recourse to offset the negative cash flow impact of these payment term extensions. However, any sales of accounts receivable through these programs ultimately result in us receiving a lesser amount of cash upfront than if we collected those accounts receivable ourselves in due course, resulting in accounts receivable factoring costs. Moreover, since these accounts receivable sales programs bear interest at rates tied to the Term SOFR or other reference rates, increases in these applicable rates increase our cost to sell our receivables and reduce the amount of cash we receive. See PART I, ITEM 3. Quantitative and Qualitative Disclosures about Market Risk for more information. Further extensions of customer payment terms would result in additional cash usage or increased costs associated with the sales of accounts receivable.

Sales of accounts receivable under these programs, and related factoring costs, were as follows:

	Three Months Ended		Six Months Ended	
(in thousands)	June 27, 2026	June 28, 2025	June 27, 2026	June 28, 2025
Sales of accounts receivable	$ 280,272	$ 354,904	$ 585,419	$ 689,074
Factoring costs	12,467	14,566	25,175	29,154

If receivables had not been sold, $1,044.1 million and $1,093.1 million of additional receivables would have been outstanding at June 27, 2026, and December 31, 2025, respectively, based on standard payment terms.

Credit Agreement

In June 2026, we entered into a third amendment to our credit agreement to refinance the existing revolving credit facility with a new five-year revolving credit facility in an aggregate principal amount of $800.0 million, extending the maturity date to June 16, 2031. As of June 27, 2026, we had outstanding letters of credit for $1.1 million in aggregate. Net of outstanding letters of credit, we had $798.9 million available under the revolving credit facility at June 27, 2026.

The loans under the amended credit agreement are guaranteed by each of the Company's material wholly owned domestic subsidiaries and are supported by a security interest in substantially all the Company's and its material wholly owned domestic subsidiaries' personal property and assets, subject to certain exceptions.

In June 2026, we also issued $450.0 million aggregate principal amount of 6.25% senior notes due June 2034 (the "Senior Notes") pursuant to an indenture entered into among the Company, the subsidiary guarantors party thereto, and the trustee. The Senior Notes pay interest semi-annually in June and December of each year, commencing in December 2026.

The proceeds from the issuance of the Senior Notes were (i) utilized to repay our outstanding term loan balance of $431.3 million, as well as accrued interest and fee obligations, under our credit agreement, (ii) to pay advisory and other fees in connection with the refinancing transactions, and (iii) for general corporate purposes.

The obligations under the Senior Notes are fully and unconditionally guaranteed by each of the Company's existing and future wholly owned subsidiaries that is a guarantor or other obligor under the Company's credit agreement and certain other indebtedness, as further specified in the indenture.

The amended credit agreement and the indenture contain customary representations and warranties, affirmative and negative covenants, and events of default. Additionally, the amended credit agreement contains financial maintenance covenants that require the Company to (i) maintain a consolidated secured net leverage ratio of not more than 3.50 to 1.00 (increasing to 4.00 to 1.00 for the four fiscal quarters following certain acquisitions) and (ii) a consolidated interest coverage ratio of not less than 2.00 to 1.00. As of June 27, 2026, we were not in default with respect to either the revolving credit facility or indenture governing the Senior Notes.

Cash Flows

The following summarizes the activities included in the Condensed Consolidated Statements of Cash Flows:

	Six Months Ended	
(in thousands)	**June 27, 2026**	**June 28, 2025**
Cash provided by operating activities	$ 196,381	$ 59,785
Cash used in investing activities	(10,317)	(19,435)
Cash used in financing activities	(103,475)	(40,846)
Effect of foreign exchange on cash and cash equivalents	(43)	204
Net increase (decrease) in cash and cash equivalents	$ 82,546	$ (292)

For the six months ended June 27, 2026, cash provided by operating activities increased $136.6 million from the prior year period, primarily due to $81.5 million of IEEPA refunds and related interest received, as well as the benefits of inventory reductions in the current year, partially offset by lower sales of accounts receivable.

Investing activities used cash of $10.3 million and $19.4 million during the six months ended June 27, 2026, and June 28, 2025, respectively, reflecting timing of spending on capital investments. The six months ended June 27, 2026, also included $7.2 million of proceeds from the sale of an investment.

Financing activities during the six months ended June 27, 2026, included $97.3 million paid to repurchase 825,213 shares of common stock, as well as $450.0 million of proceeds received from the issuance of our Senior Notes and the repayment of $440.6 million of outstanding borrowings under our credit agreement prior to the amendment. During the six months ended June 28, 2025, we paid $15.3 million to repurchase 122,923 shares of common stock, and repaid $20.2 million of outstanding borrowings under our credit agreement.

ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

Our market risk is the potential loss arising from adverse changes in interest rates. Accounts receivable factored under our customer-sponsored accounts receivable sales programs bear interest at rates tied to Term SOFR or alternative discount rates, resulting in us incurring costs as those accounts receivable are factored. Additionally, interest expense from our variable-rate debt is impacted by reference rates.

Under the terms of our customer-sponsored programs to sell accounts receivable, a change in the reference rate would affect the amount of financing costs we incur and the amount of cash we receive upon the sales of accounts receivable under these programs. A one-percentage-point increase in Term SOFR or the discount rates on the accounts receivable sales programs would have increased our factoring costs and reduced the amount of cash we would have received by approximately $2.6 million and $2.8 million for the three months ended June 27, 2026, and June 28, 2025, respectively, and $5.3 million and $5.5 million for the six months ended June 27, 2026, and June 28, 2025, respectively.

Under the terms of our credit agreement, a change in the reference rate or the lender’s base rate would affect the rate at which we could borrow funds thereunder. A one-percentage-point increase in the reference rate or base rate would have increased our interest expense on our variable rate debt under our credit agreement by approximately $1.0 million and $1.1 million for the three months ended June 27, 2026, and June 28, 2025, respectively, and $2.0 million and $2.3 million for the six months ended June 27, 2026, and June 28, 2025, respectively.

Although our Senior Notes, as described in Note 5, "Debt," to the Condensed Consolidated Financial Statements contained in PART I, ITEM 1 of this report are reported at cost and not adjusted for fair value changes, changes in interest rates could have a material impact on their fair value, although there would be no impact on our results of operations, financial condition, or cash flows. As of June 27, 2026, the fair value of our Senior Notes would have decreased by approximately $27.0 million as a result of a hypothetical increase of one percentage point in interest rates.

ITEM 4. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, conducted an evaluation, as of the end of the period covered by this report, of the effectiveness of our disclosure controls and procedures, as such term is defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Based on this evaluation, our Chief Executive Officer and our Chief Financial Officer have concluded that, as of the end of the period covered by this report, our disclosure controls and procedures, as defined in Rule 13a-15(e), were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There was no change in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) that occurred during the three months ended June 27, 2026, that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

Control systems, no matter how well-conceived and operated, are designed to provide a reasonable, but not an absolute, level of assurance that the objectives of the control system are met. Furthermore, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Due to the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected. Because of the inherent limitations in a cost-effective control system, misstatements resulting from error or fraud may occur and not be detected. The Company conducts periodic evaluations of its internal controls to enhance, where necessary, its procedures and controls.

PART II. OTHER INFORMATION

ITEM 1. Legal Proceedings

The information set forth under Note 7, “Commitments and Contingencies,” to the Notes to Condensed Consolidated Financial Statements contained in PART I, ITEM 1 of this report is incorporated herein by reference.

ITEM 1A. Risk Factors

There have been no material changes in our risk factors from the risks previously reported in PART 1, ITEM 1A, “Risk Factors” of our Annual Report on Form 10-K for the year ended December 31, 2025. You should carefully consider the factors discussed in PART I, ITEM 1A, “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2025, which could materially affect our business, financial condition, or future results. The risks described in our Annual Report on Form 10-K are not the only risks we face. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, and/or operating results.

ITEM 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuer Purchases of Equity Securities

During the three months ended June 27, 2026, we purchased shares of our common stock as follows:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Maximum Number (or Approximate Dollar Value) of Shares that May Yet Be Purchased Under the Plans or Programs (2)
March 29, 2026, through April 25, 2026 (1)	146,829	$ 105.93	146,136	$ 392,451,275
April 26, 2026, through May 23, 2026	6,520	$ 109.88	6,520	$ 391,734,847
May 24, 2026, through June 27, 2026	228,383	$ 126.29	228,383	$ 362,893,112
Total	381,732		381,039	$ 362,893,112

(1) Includes 693 shares purchased from the Dorman Products, Inc. 401(k) Plan and Trust (as described in Note 10, "Common Stock Repurchases", to the Condensed Consolidated Financial Statements contained in PART I, ITEM 1 of this report).

(2) In October 2024, the Company’s Board of Directors authorized the purchase of up to $500.0 million of our common stock under a share repurchase program effective from January 1, 2025, through December 31, 2027. At June 27, 2026, $362.9 million was available for repurchase under the program.

ITEM 3. Defaults Upon Senior Securities

None

ITEM 4. Mine Safety Disclosures

Not Applicable

ITEM 5. Other Information

Director and Executive Officer Trading Arrangements

Entry into Rule 10b5-1 Trading Plans. During the quarter ended June 27, 2026, none of our directors or officers (as defined under Rule 16b-1(f) of the Exchange Act) adopted or terminated any contract, instruction or written plan for the purchase or sale of securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act (each, a "Rule 10b5-1 Plan").

Termination of Rule 10b5-1 Trading Plans. No director or officer terminated a Rule 10b5-1 Plan during the quarter ended June 27, 2026.

Non-Rule 10b5-1 Trading Plans. There were no non-Rule 10b5-1 trading arrangements entered into or terminated by our directors and officers during the quarter ended June 27, 2026.

ITEM 6. Exhibits

(a) Exhibits

The Exhibits included in this report are listed in the Exhibit Index on page 29, which is incorporated herein by reference.

EXHIBIT INDEX

4.1	Indenture, dated June 16, 2026, by and among Dorman Products, Inc., the guarantors named therein, and U.S. Bank Trust Company, National Association. Incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed on June 17, 2026.
4.2	Form of 6.250% Senior Notes due 2034 (included in Exhibit 4.1 hereof).
10.1	Dorman Products, Inc. 2026 Omnibus Incentive Plan. *
10.2	Amendment No. 3, dated June 16, 2026, to Credit Agreement, dated as of August 10, 2021, as amended by Amendment No. 1, dated as of October 4, 2022, and Amendment No. 2, dated as of July 1, 2024. Incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed on June 17, 2026.
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. *
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (furnished with this report). **
101	The following financial statements from the Dorman Products, Inc. Quarterly Report on Form 10-Q as of and for the quarter ended June 27, 2026, formatted in Inline XBRL (eXtensible Business Reporting Language): (i) the Condensed Consolidated Statements of Operations and Comprehensive Income; (ii) the Condensed Consolidated Balance Sheets; (iii) Condensed Consolidated Statements of Shareholders' Equity; (iv) the Condensed Consolidated Statements of Cash Flows and (v) the Notes to Condensed Consolidated Financial Statements.
104	The cover page from the Company's Quarterly Report on Form 10-Q as of and for the quarter ended June 27, 2026, formatted in Inline XBRL (included as Exhibit 101).

* Filed herewith

** Furnished herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dorman Products, Inc.

August 4, 2026

/s/ Kevin M. Olsen

Kevin M. Olsen
President and Chief Executive Officer
(principal executive officer)

August 4, 2026

/s/ Charles W. Rayfield

Charles W. Rayfield
Senior Vice President,
Chief Financial Officer and Treasurer
(principal financial officer)

Exhibit 10.1

DORMAN PRODUCTS, INC.
2026 OMNIBUS INCENTIVE PLAN

1. **BACKGROUND AND PURPOSE.**

(a) Background. Dorman Products, Inc., a Pennsylvania corporation, hereby adopts the Dorman Products, Inc. 2026 Omnibus Incentive Plan.

(b) Purpose. The purpose of the Plan is to provide additional incentive to officers and directors of, and other employees of and consultants and/or advisors to, the Company and each present or future parent or subsidiary corporation of the Company by encouraging them to invest in shares of the Company's common stock (the "Common Stock") and providing for awards in the form of options to purchase Common Stock, stock appreciation rights, restricted shares of Common Stock, and restricted stock units, in order to encourage share ownership, incentivize individual performance, and align that individual performance with the Company's long-term objectives.

(c) Reservation of Right to Amend to Comply with Section 409A. In addition to the powers reserved to the Board and the Committee under Paragraph 5 of the Plan, the Board and the Committee reserve the right to amend the Plan, either retroactively or prospectively, in whatever respect is required to achieve and maintain compliance with the requirements of the Section 409A.

(d) References to Written Forms, Elections and Notices. Any action under the Plan that requires a written form, election, notice or other action shall be treated as completed if taken via electronic or other means, to the extent authorized by the Committee.

2. **DEFINITIONS.**

Under the Plan, except where the context otherwise indicates, the following definitions apply:

(a) "Affiliate" means, with respect to any Person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control," including its correlative terms "controlled by" and "under common control with," mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Award" means, individually or collectively, any Option, SAR, Restricted Stock, Restricted Stock Unit, Other Stock-Based Award and Other Cash-Based Award granted under the Plan.

(c) "Board" means the Board of Directors of the Company.

(d) "Cause" means, in the case of a Participant who is party to the Dorman Products, Inc. Executive Severance Plan, as amended from time to time (the "Severance Plan"), or an employment or similar agreement with a Participating Company that contains a definition of "cause" (or words of similar import), "cause" as set forth in the Severance Plan or such employment or similar agreement, and in the case of any other Participant, (i) fraud; (ii) misappropriation; (iii) embezzlement; (iv) gross negligence in the performance of duties; (v) failure to substantially perform duties relating to employment; (vi) self-dealing; (vii) dishonesty; (viii) misrepresentation; (ix) conviction of a crime of a felony; (x) material violation of any Company policy; (xi) material violation of the Company's code of conduct, or (xii) in the case of an employee of a Participating Company who is a party to an employment agreement with such service recipient, material breach of such agreement; provided that as to items (x), (xi) and (xii), if capable of being cured, such event or condition remains uncured following 30 days written notice thereof.

(e) "Change in Control" means:

(i) Except as provided in Paragraph 2(e)(ii), a "Change in Control" of the Company shall be deemed to have occurred upon any of the following events:

(A) any Person (other than any of the Subsidiary Companies or any employee benefit plan sponsored by the Company or any of the Subsidiary Companies) including any person as defined in Section 13(d)(3) of the 1934 Act, becomes the beneficial owner, as defined in Rule 13d-3 under the 1934 Act, directly or indirectly, of more than 25 percent of the total combined voting power of all classes of capital stock of the Company normally entitled to vote for the election of directors of the Company (the "Voting Stock");

(B) consummation of the sale of all or substantially all of the property or assets of the Company to any Person that is not an Affiliate of the Company;

(C) consummation of a consolidation or merger of the Company with another Person (other than with any of the Subsidiary Companies), which results in the shareholders of the Company immediately before the occurrence of the consolidation or merger owning, in the aggregate, less than 51 percent of the Voting Stock of the surviving entity; or

(D) during any period of 12 months, individuals who, at the beginning of such period, constitute the Board (each, an "Incumbent Director") cease for any reason to constitute at least a majority of such Board, provided that any person becoming a director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest or the settlement thereof, including but not limited to a consent solicitation, relating to the election of directors of the Company) whose election or nomination for election was supported by at least two-thirds (2/3) of the Incumbent Directors shall be considered an Incumbent Director for purposes hereof.

(ii) With respect to the distribution of amounts subject to an Award that constitute "deferred compensation" (within the meaning of Section 409A), the term "Change in Control" shall be limited to transactions provided in Paragraph 2(e)(i) that constitute a change in the ownership or effective control or a change in the ownership of a substantial portion of the assets of the Company, within the meaning of Section 409A.

(f) "Code" means the Internal Revenue Code of 1986, as amended. Any reference to a section of the Code shall include any successor section thereto.

(g) "Committee" means the Compensation Committee of the Board, provided that all references to the Committee shall be treated as references to the Committee's delegate with respect to any Award granted within the scope of the delegate's authority pursuant to Paragraph 5(f), provided further that with respect to any Award to a Non-Employee Director, all references to the Committee shall be treated as references to either the Board or the Committee acting alone.

(h) "Company" means Dorman Products, Inc., a Pennsylvania corporation, including any successor thereto by merger, consolidation, acquisition of all or substantially all the assets thereof, or otherwise.

(i) "Date of Grant" means the date on which an Award is granted.

(j) "Director Emeritus" means an individual designated by the Board, in its sole discretion, as Director Emeritus, pursuant to the Board's Director Emeritus Policy, as such policy may be in effect from time to time.

(k) "Disability" means:

(i) With respect to any Incentive Stock Option, a disability within the meaning of Section 22(e)(3) of the Code.

(ii) With respect to any Award other than an Incentive Stock Option:

(A) A Participant's substantial inability to perform Participant's duties due to partial or total disability or incapacity resulting from a mental or physical illness, injury or other health- related cause for a period of 12 consecutive months or for a cumulative period of 52 weeks in any twenty-four (24) consecutive-month period; or

(B) If more favorable to the Participant, "Disability" as it may be defined in such Participant's employment agreement between the Participant and the Company or an Affiliate, if any.

(l) "Eligible Employee" means an employee of a Participating Company, as determined by the Committee.

(m) "Fair Market Value" means:

(i) If Shares are listed on a national stock exchange or market system, Fair Market Value shall be determined based on the last reported sale price of a Share on such exchange or market system on which Shares are listed on the date of determination, or if such date is not a trading day, the preceding trading date.

(ii) If Shares are not so listed nor trades of Shares so reported, Fair Market Value shall be determined by the Committee in good faith.

(n) "Family Member" has the meaning given to such term in General Instructions A.1(a)(5) to Form S-8 under the Securities Act of 1933, as amended, and any successor thereto.

(o) "Incentive Stock Option" means an Option granted under the Plan, designated by the Committee at the time of such grant as an Incentive Stock Option within the meaning of Section 422 of the Code and containing the terms specified herein for Incentive Stock Options; provided, however, that to the extent an Option granted under the Plan and designated by the Committee at the time of grant as an Incentive Stock Option fails to satisfy the requirements for an incentive stock option under Section 422 of the Code for any reason, such Option shall be treated as a Non-Qualified Option.

(p) "Non-Employee Director" means an individual who is a member of the Board, and who is not an employee of a Participating Company, including an individual who is a member of the Board and who previously was but at the time of reference is not, an employee of a Participating Company.

(q) "Non-Qualified Option" means:

(i) any Option granted under the Plan that is not designated by the Committee at the time of such grant as an Incentive Stock Option; and

(ii) an Option granted under the Plan and designated by the Committee at the time of grant as an Incentive Stock Option, to the extent such Option fails to satisfy the requirements for an incentive stock option under Section 422 of the Code for any reason.

(r) "Option" means any stock option granted under the Plan.

(s) "Other Cash-Based Award" means an Award that is granted under Section 9 of the Plan that is denominated and/or payable in cash.

(t) "Other Stock-Based Award" means an Award that is not an Option, SAR, Restricted Stock, or Restricted Stock Unit that is granted under Section 9 of the Plan and is (i) payable by delivery of Common Stock and/or (ii) measured by reference to the value of Common Stock.

(u) "Participant" means an Eligible Employee, consultant, advisor or Non-Employee Director who is granted an Award.

(v) "Participating Company" means the Company and each of the Subsidiary Companies.

(w) "Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization.

(x) "Plan" means the Dorman Products, Inc. 2026 Omnibus Incentive Plan, as set forth herein, and as may be amended and/or restated from time to time.

(y) "Prior Plan" means the Dorman Products, Inc. 2018 Stock Option and Stock Incentive Plan, as may be amended and/or restated from time to time.

(z) "Restricted Stock" means Shares subject to restrictions as set forth in an Award.

(aa) "Restricted Stock Unit" means a unit that entitles the Participant, upon the Vesting Date set forth in an Award, to receive one Share or cash.

(bb) "Rule 16b-3" means Rule 16b-3 promulgated under the 1934 Act, as in effect from time to time.

(cc) "SAR" means a stock appreciation right granted under the Plan which gives the Participant the right for a specified time period to receive cash or Shares or a combination of cash and Shares having a Fair Market Value equal to the excess, if any, of the Fair Market Value on the date of exercise over the applicable base price of the stock appreciation right.

(dd) "Section 16(b) Officer" means an officer of the Company who is subject to the short-swing profit recapture rules of Section 16(b) of the 1934 Act.

(ee) "Section 409A" means Section 409A of the Code and the various Notices, Announcements, Proposed Regulations and Final Regulations issued thereunder.

(ff) "Share" or "Shares" means a share or shares of Common Stock.

(gg) "Subsidiary Companies" means all corporations that, at the time in question, are subsidiaries of the Company, within the meaning of Section 424(f) of the Code.

(hh) "Successor-in-Interest" means the estate or beneficiary to whom the right to payment under the Plan shall have passed by will or the laws of descent and distribution.

(ii) "Ten Percent Shareholder" means a person who on the Date of Grant owns, either directly or within the meaning of the attribution rules contained in Section 424(d) of the Code, stock possessing more than 10% of the total combined voting power of all classes of stock of the employer corporation or of its parent or subsidiary corporations, as defined respectively in Sections 424(e) and (f) of the Code, provided that the employer corporation is the Company or a Subsidiary Company.

(jj) "Vesting Date" means, as applicable: (i) the date on which the restrictions imposed on a Share of Restricted Stock lapse or (ii) the date on which the Participant vests in a Restricted Stock Unit.

(kk) "1933 Act" means the Securities Act of 1933, as amended.

(ll) "1934 Act" means the Securities Exchange Act of 1934, as amended.

3. **TYPES OF AWARDS.**

(a) Awards which may be granted under the Plan include: (i) Options (both Incentive Stock Options and Non-Qualified Options); (ii) SARs; (iii) Restricted Stock; (iv) Restricted Stock Units; (v) Other Stock-Based Award; and (vi) Other Cash-Based Award.

(b) Awards shall be evidenced by Award agreements (which need not be identical) in such forms as the Committee may from time to time approve; provided, however, that in the event of any conflict between the provisions of the Plan and any such agreements, the provisions of the Plan shall prevail.

4. **SHARES SUBJECT TO PLAN.**

(a) Shares Available For Grant. Subject to adjustment as provided in Paragraph 11, not more than 1,543,000 Shares plus such number of Shares remaining available for issuance and not subject to an outstanding Award (as defined in the Prior Plan) under the Prior Plan shall be available for Awards under Plan. Shares delivered pursuant to Awards may, at the Company's election, be either treasury Shares or Shares originally issued for such purpose.

(b) Limitations on Awards.

(i) Incentive Stock Options. Subject to adjustment as provided in Paragraph 11, up to 1,543,000 shares of Common Stock may be issued upon the exercise of Incentive Stock Options.

(ii) Individual Limit – Non-Employee Directors. The maximum grant date value of Shares subject to Awards granted to any Non-Employee Director during any calendar year, taken together with any cash fees payable to such Non-Employee Director for services rendered during the calendar year, shall not exceed $750,000 in total value. For purposes of this limit, the value of such Awards shall be calculated based on the grant date fair value of such Awards for financial reporting purposes.

(c) Shares Returned to the Reserve. For the avoidance of doubt, if an Award granted under the Plan covering Shares is forfeited, terminates or expires without having been exercised in full, the Shares underlying such forfeited, terminated or expired Award shall return to the pool of Shares available for issuance under the Plan. In addition, if any Award (as defined in the Prior Plan) granted under the Prior Plan is forfeited, terminates or expires without having been exercised in full, the Shares underlying such forfeited, terminated or expired Award under the Prior Plan shall become available for issuance under the Plan.

(d) Share Recycling Prohibitions. If (i) the Company withholds Shares to satisfy a Participant's tax liabilities as provided in Paragraph 7(g) and Paragraph 16, or (ii) an Option covering Shares is exercised pursuant to the cashless exercise provisions of Paragraph 7(g), other Awards may not be granted covering the Shares so withheld to satisfy the Participant's tax liabilities or covering the Shares that were subject to such Award but not delivered because of the application of such cashless exercise or tax withholding provisions, as applicable. Upon the exercise of SARs, the gross number of Shares exercised shall be deducted from the total number of Shares remaining available for issuance under the Plan.

5. **ADMINISTRATION OF THE PLAN.**

(a) Administration. The Plan shall be administered by the Committee, provided that with respect to Awards to Non-Employee Directors, the rules of this Paragraph 5 shall apply so that all references in this Paragraph 5 to the Committee shall be treated as references to either the Board or the Committee acting alone. The Committee shall have the power to interpret the Plan's provisions, prescribe, amend and rescind rules and regulations for the Plan, and make all other determinations necessary or advisable for the administration of the Plan. All determinations by the Committee shall be final, conclusive and binding on all Persons, including Participants and their beneficiaries. The Committee's determinations under the Plan (including, without limitation, determinations of the persons to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the Award agreements evidencing such Awards) need not be uniform and may be made by the Committee selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

(b) Grants. Subject to the express terms and conditions set forth in the Plan, the Committee shall have the power, from time to time, to:

(i) determine the eligible persons to whom, and the time or times at which, Awards shall be granted;

(ii) determine the types of Awards to be granted;

(iii) determine the number of Shares to be covered by or used for reference purposes for each Award;

(iv) impose such terms, limitations, restrictions and conditions upon any such Award as the Committee shall deem appropriate, including but not limited to any performance conditions to vesting or exercise of an Award;

(v) modify, amend, extend or renew outstanding Awards, or accept the surrender of outstanding Awards and substitute new Awards (provided, however, that, except as provided in Paragraphs 11(b) and 16(c) of the Plan, any modification that would materially adversely affect any outstanding Award shall not be made without the consent of the Participant and any amendment which would reduce the option price or base price shall not be made without obtaining approval of the Company's shareholders pursuant to Paragraph 13(b));

(vi) subject to the restrictions of Section 409A, accelerate or otherwise change the time in which an Award may be exercised or becomes payable and to waive or accelerate the lapse, in whole or in part, of any restriction or condition with respect to such Award, including, but not limited to, any restriction or condition with respect to the vesting or exercisability of an Award following termination of any Participant's employment or other relationship with a Participating Company; and

(vii) establish objectives and conditions, if any, for earning Awards and determining whether Awards will be paid after the end of a performance period.

(c) Meetings. The Committee shall hold meetings at such times and places as it may determine. Acts approved at a meeting by a majority of the members of the Committee or acts approved in writing by the unanimous consent of the members of the Committee shall be the valid acts of the Committee.

(d) Exculpation. No member of the Committee shall be personally liable for monetary damages for any action taken or any failure to take any action in connection with the administration of the Plan or the granting of Awards thereunder unless (i) the member of the Committee has breached or failed to perform the duties of the office, and (ii) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the provisions of this Paragraph 5(d) shall not apply to the responsibility or liability of a member of the Committee pursuant to any criminal statute.

(e) Indemnification. Service on the Committee shall constitute service as a member of the Board. Each member of the Committee shall be entitled without further act on the member's part to indemnity from the Company to the fullest extent provided by applicable law and the Company' s Articles of Incorporation and By-laws in connection with or arising out of any action, suit or proceeding with respect to the administration of the Plan or the granting of Awards thereunder in which the person may be involved by reason of the person's being or having been a member of the Committee, whether or not the person continues to be such member of the Committee at the time of the action, suit or proceeding.

(f) Delegation of Authority. The Committee may delegate its authority with respect to the grant, amendment, interpretation and administration of Awards, other than Awards to Section 16(b) Officers, to a person, persons or committee, in its sole and absolute discretion. Actions taken by the Committee's duly authorized delegate shall have the same force and effect as actions taken by the Committee. Any delegation of authority pursuant to this Paragraph 5(f) shall continue in effect until the earliest of:

(i) such time as the Committee shall, in its sole and absolute discretion, revoke such delegation of authority;

(ii) in the case of delegation to a person that is conditioned on such person's continued service as an employee of the Company or as a member of the Board, the date such delegate shall cease to serve in such capacity for any reason; or

(iii) the delegate shall notify the Committee that the delegate declines to continue to exercise such authority.

6. ELIGIBILITY.

(a) All officers, directors and employees of and consultants and/or advisors to a Participating Company are eligible to receive Awards under this Plan.

(b) For purposes of the Plan, a transfer of an employee between two employers, each of which is a Participating Company, shall not be deemed a termination of employment. For purposes of the Plan, a Participant's "termination of employment" shall be deemed to occur on the date a Participant ceases to have a regular obligation to perform services for a Participating Company, without regard to whether (i) the Participant continues on the Participating Company's payroll for regular, severance or other pay or (ii) the Participant continues to participate in one or more health and welfare plans maintained by the Participating Company on the same basis as active employees. Whether a Participant ceases to have a regular obligation to perform services for a Participating Company shall be determined by the Committee in its sole discretion. Notwithstanding the foregoing, if a Participant is a party to an employment agreement, consulting agreement or severance agreement with a Participating Company which establishes the effective date of such Participant's termination of employment, that date shall apply. If a Participant's employment with a Participating Company ceases but the Participant continues to provide services to a Participating Company in a non-employee capacity (including as a Non-Employee Director), then such change in status shall not be considered a "termination of employment" for purposes of the Plan. For the avoidance of doubt, if a Participant's employer or other service recipient ceases to be a Participating Company (for example, as the result of a sale of the business for whom the Participant was providing services), the Participant shall be treated as having terminated employment upon the effective date of such change in status. For purposes of the Plan, a Participant who is a Non-Employee Director shall be treated as having terminated employment on the Participant's termination of service as a Non-Employee Director, provided that if such a Participant either (x) continues to provide services to a Participating Company after such service as a Non-Employee Director ceases or (y) is designated as a Director Emeritus upon termination of service as a Non-Employee Director, such Participant shall not be treated as having terminated employment until the Participant's termination of service as a service provider (which may include employment with a Participating Company) or as a Director Emeritus, as applicable.

7. OPTIONS AND SARS.

(a) General. Each Option shall be subject to such terms and conditions consistent with the Plan as shall be determined by the Committee and as set forth in the Award agreement. In addition, each Option shall be subject to the limitations set forth in this Paragraph 7. Options issued pursuant to this Plan may be either Incentive Stock Options or Non-Qualified Options, as determined by the Committee. It is intended that the Incentive Stock Options granted under the Plan shall constitute incentive stock options within the meaning of Section 422 of the Code, and that Shares transferred pursuant to the exercise of Non-Qualified Options shall constitute property subject to federal income tax pursuant to the provisions of Section 83 of the Code. The provisions of the Plan shall be interpreted and applied insofar as possible to carry out such intent. An Option designated as an Incentive Stock Option granted to a Ten Percent Shareholder but which does not comply with the requirements set forth in Paragraphs 7(c) and 7(d) shall be treated as a Non-Qualified Option. An Option designated as an Incentive Stock

Option shall be treated as a Non-Qualified Option if the Participant is not an employee of a Participating Company on the Date of Grant.

(b) Time of Grant. All Options and SARs shall be granted on or before the tenth anniversary of the effective date of the Plan.

(c) Limit on Term of Options and SARs. In no event shall (i) an Incentive Stock Option be exercisable after five years from the Date of Grant in the case of a grant to a Ten Percent Shareholder and (ii) any other Option or SAR be exercisable after ten years from the Date of Grant.

(d) Option Price; SAR Base Price.

(i) The option price per Share with respect to any Option shall be determined by the Committee, provided, however, that with respect to any Options, the option price per Share shall not be less than 100% of the Fair Market Value on the Date of Grant, and provided further that with respect to any Incentive Stock Options granted to a Ten Percent Shareholder, the option price per Share shall not be less than 110% of the Fair Market Value on the Date of Grant.

(ii) The base price of a SAR shall be determined by the Committee, provided, however, that the base price per Share shall not be less than 100% of the Fair Market Value on the Date of Grant.

(e) No Dividend Equivalents. Dividend Equivalents may not be granted with respect to Options or SARs.

(f) Restrictions on Transferability. No Option or SAR granted under this Paragraph 7 shall be transferable otherwise than by will or the laws of descent and distribution and, during the lifetime of the Participant, shall be exercisable only by the Participant or for the Participant's benefit by the Participant's attorney-in-fact or guardian; provided that the Committee may, in its discretion, at the time of grant of an SAR, a Non-Qualified Option or by amendment of an Award agreement for an SAR, Incentive Stock Option or a Non-Qualified Option, provide that Options or SARs granted to or held by a Participant may be transferred, in whole or in part, to one or more transferees and exercised by any such transferee; provided further that (i) any such transfer is without consideration and (ii) each transferee is a Family Member with respect to the Participant; and provided further that any Incentive Stock Option granted pursuant to an Award agreement which is amended to permit transfers during the lifetime of the Participant shall, upon the effectiveness of such amendment, be treated thereafter as a Non-Qualified Option. No transfer of an Option or SAR shall be effective unless the Committee is notified of the terms and conditions of the transfer and the Committee determines that the transfer complies with the requirements for transfers of Options or SARs under the Plan and the Award agreement. Any person to whom an Option has been transferred may exercise any Options or SARs only in accordance with the provisions of Paragraph 7(i) and this Paragraph 7(f).

(g) Payment Upon Exercise of Options. Full payment for Shares purchased upon the exercise of an Option shall be made pursuant to one or more of the following methods as determined by the Committee and set forth in the Award agreement:

(i) In cash;

(ii) By check payable to the order of the Company;

(iii) By surrendering or attesting to ownership of Shares with an aggregate Fair Market Value equal to the aggregate option price, provided that the option price may not be paid in Shares if the Committee determines that such method of payment would result in liability under Section 16(b) of the 1934 Act to a Participant. Except as otherwise provided by the Committee, if payment is made in whole or in part by surrendering Shares, the Participant shall deliver to the Company certificates registered in the name of such Participant (or record the equivalent thereof on a book entry recordkeeping system maintained by the Company) representing Shares legally and beneficially owned by such Participant, free of all liens, claims and encumbrances of every kind and having a Fair Market Value on the date of delivery that is equal to or greater than the aggregate option price for the Option subject to payment by the surrender of Shares, accompanied by any necessary stock powers duly endorsed in blank by the record holder of such Shares; and if payment is made in whole or in part by attestation of ownership, the Participant shall attest to ownership of Shares representing Shares legally and beneficially owned by such Participant, free of all liens, claims and encumbrances of every kind and having a Fair Market Value on the date of attestation that is equal to or greater than the aggregate option price for the Option subject to payment by attestation of Share ownership. The Committee may impose such limitations and prohibitions on attestation or ownership of Shares and the use of Shares to exercise an Option as it deems appropriate; or

(iv) Via cashless exercise, such that, subject to the other terms and conditions of the Plan, following the date of exercise, the Company shall deliver to the Participant Shares having a Fair Market Value, on the exercise date, equal to the excess, if any, of (A) the Fair Market Value of the Shares issued pursuant to the exercise of the Option on the exercise date, over (B) the sum of (1) the aggregate option price for the Shares issued pursuant to the exercise of the Option, plus (2) the applicable tax withholding amounts for such exercise; provided that in connection with such cashless exercise that would not result in the issuance of a whole number of Shares, the Company shall pay cash in lieu of any fractional Share or the Participant shall deliver cash or a check payable to the order of the Company for the balance of the option price for a whole Share to the extent necessary to avoid the issuance of a fractional Share.

(h) Delivery of Shares. For purposes of the Plan, the Company may satisfy its obligation to deliver Shares following the exercise of Options or SARs by arranging for the recording of Participant's ownership of Shares issuable on the exercise of Options or SARs on a book entry recordkeeping system maintained on behalf of the Company. Only whole Shares shall be issuable upon exercise of Options or SARs. No fractional Shares shall be issued. Following the exercise of an Option or SAR and, in the case of an Option, the satisfaction of the conditions of Paragraph 7(g), the Company shall deliver to the Participant the number of whole Shares issuable on the exercise of an Option or SAR.

(i) Date of Exercise.

(i) In General. The date of exercise of an Option or SAR shall be the date on which written notice of exercise, addressed to the Company at its main office to the attention of its Secretary or Assistant Secretary, is hand delivered, e-mailed, tele-copied or mailed first class postage prepaid; provided, however, that the Company shall not be obligated to deliver any Shares pursuant to the exercise of an Option until the Participant shall have made payment in full of the option price for such Shares. Each such exercise shall be irrevocable when given. Each notice of exercise must (i) specify the Incentive Stock Option, Non- Qualified Option, SAR or combination thereof being exercised; and (ii) if applicable, include a statement of preference (which shall be binding on and irrevocable by the Participant but shall not be binding on the Committee) as to the manner in which payment to the Company shall be made.

(ii) Automatic Exercise. The provisions of this Paragraph 7(i)(ii) shall apply to any Option or SAR that is unexercised, in whole or in part, on or after the effective date of the Plan. Immediately before the time at which any such Option or SAR is scheduled to expire in accordance with the terms and conditions of the Plan and the applicable Award agreement, such Option or SAR shall be deemed automatically exercised, if such Option or SAR satisfies the following conditions:

(A) Such Option or SAR is covered by a then current registration statement under the 1933 Act.

(B) The last reported sale price of a Share on the principal exchange on which Shares are listed on the date of determination, or if such date is not a trading day, the last preceding trading day, exceeds the option price or base price per Share by such amount as may be determined by the Committee or its delegate from time to time. Absent a contrary determination, such excess per Share shall be $0.01.

(C) An Option subject to this Paragraph 7(i)(ii) shall be exercised via cashless exercise, such that subject to the other terms and conditions of the Plan, following the date of exercise, the Company shall deliver to the Participant Shares having a Fair Market Value, on the exercise date, equal to the excess, if any, of (A) the Fair Market Value of the Shares issued pursuant to the exercise of the Option, over (B) the sum of (1) the aggregate option price for the Shares issued pursuant to the exercise of the Option, plus (2) the applicable tax withholding amounts for such exercise; provided that the Company shall pay cash in lieu of any fractional Share.

(j) Limitation on Exercise of Incentive Stock Options. The aggregate Fair Market Value (determined as of the time Options are granted) of the Shares with respect to which Incentive Stock Options may first become exercisable by a Participant in any one calendar year under the Plan and any other plan of the Company shall not exceed $100,000. The limitations imposed by this Paragraph 7(j) shall apply only to Incentive Stock Options granted under the Plan, and not to any other Options or SARs. In the event an individual receives an Option intended to be an Incentive Stock Option which is subsequently determined to have exceeded the limitation set forth above, or if an individual receives Options that first become exercisable in a calendar year (whether pursuant to the terms of an Award agreement, acceleration of exercisability or other change in the terms and conditions of exercise or any other reason) that have an aggregate Fair Market Value (determined as of the time the Options are granted) that exceeds the limitations set forth above, the Options in excess of the limitation shall be treated as Non-Qualified Options.

8. **RESTRICTED STOCK AND RESTRICTED STOCK UNIT AWARDS.**

(a) General. Each Award of Restricted Stock or Restricted Stock Units shall be subject to such terms and conditions consistent with the Plan as shall be determined by the Committee and as set forth in the Award agreement. In addition, each Award of Restricted Stock or Restricted Stock Units shall be subject to the limitations set forth in this Paragraph 8. No cash or other consideration shall be required to be paid by the Participant in exchange for an Award of Restricted Stock or Restricted Stock Units.

(b) Time of Grant. All Awards shall be granted on or before the tenth anniversary of the effective date of the Plan.

(c) Restricted Stock Certificate. A certificate shall be issued to each Participant in respect of Restricted Stock subject to an Award. Such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Award. The Company may require that the certificate evidencing such Restricted Stock be held by the Company until all restrictions on such Restricted Stock have lapsed. The Company may, in lieu of issuing such a certificate, arrange for the recording of Participant's ownership of the Restricted Stock on a book entry recordkeeping system maintained on behalf of the Company.

(d) Restrictions. Restricted Stock shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose, which restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Committee may determine at the Date of Grant or thereafter. Subject to the provisions of the Plan and the Award, the Committee may establish a period commencing with the Date of Grant during which the Participant shall not be permitted to sell, transfer, pledge or assign Restricted Stock or Restricted Stock Units awarded under the Plan.

(e) Vesting/Lapse of Restrictions. Subject to the provisions of the Plan and the Award, a Vesting Date for Restricted Stock or Restricted Stock Units subject to an Award shall occur at such time or times and on such terms and conditions (including based on achievement of performance goals and/or future service requirements), as the Committee may determine and as are set forth in the Award; provided, however, that except as otherwise provided by the Committee, a Vesting Date shall occur only if the Participant is an employee, director, consultant or advisor of a Participating Company as of such Vesting Date, and has been such an employee, director, consultant or service provider of a Participating Company continuously from the Date of Grant. The Award may provide for Restricted Stock or Restricted Stock Units to vest in installments, as determined by the Committee. The Committee may, in its sole discretion, waive, in whole or in part, any remaining conditions to vesting with respect to such Participant's Restricted Stock or Restricted Stock Units.

(f) Rights of the Participant. Participants may have such rights with respect to Shares subject to an Award as may be determined by the Committee and set forth in the Award, including the right to vote such Shares. A Participant whose Award consists of Restricted Stock Units shall not have the right to vote with respect to such Restricted Stock Units.

(g) Dividends and Dividend Equivalents.

(i) The payment to a Participant of cash dividends payable with respect to Restricted Stock shall be paid at such times as the Shares underlying such dividends become vested and free of a substantial risk of forfeiture. Such deferred dividends shall be held by the Company for the account of the Participant.

(ii) The Committee shall determine whether a Participant granted a Restricted Stock Unit shall be entitled to the right to receive an amount equal to any dividends paid on Shares underlying the Restricted Stock Unit ("Dividend Equivalents"). Dividend Equivalents shall vest and be paid only if and to the extent the underlying Restricted Stock Units vest and are paid. Dividend Equivalents may be payable in cash or in the form of additional Shares subject to the Award.

(h) Delivery of Shares. For purposes of the Plan, the Company may satisfy its obligation to deliver Shares issuable under the Plan by arranging for the recording of Participant's ownership of Shares issuable under the Plan on a book entry recordkeeping system maintained on behalf of the Company. Except as otherwise provided by Paragraph 8 and Paragraph 16, when a Vesting Date occurs with respect to all or a portion of an Award of Restricted Stock or Restricted Stock Units, the Company shall notify the Participant that a Vesting Date has occurred, and shall deliver to the Participant (or the Participant's Successor-in-Interest) Shares as to which a Vesting Date has occurred (or in the case of Restricted Stock Units, the number of Shares represented by such Restricted Stock Units) without any legend or restrictions (except those that may be imposed by the Committee, in its sole judgment, under Paragraph 15). No fractional Shares shall be issued. Any right to a fractional Share shall be satisfied in cash, measured by the product of the fractional amount times the Fair Market Value of a Share at the Vesting Date, as determined by the Committee.

9. **OTHER EQUITY-BASED AWARDS AND OTHER CASH-BASED AWARDS.**

The Committee may grant Other Equity-Based Awards and Other Cash-Based Awards under the Plan, alone or in tandem with other Awards, in such amounts and dependent on such conditions as the Committee shall from time to time in its sole discretion determine. Each Other Equity-Based Award granted under the Plan shall be evidenced by an Award Agreement and each Other Cash-Based Award granted under the Plan shall be evidenced in such form as the Committee may determine from time to time. Each Other Equity-Based Award or Other Cash-Based Award, as applicable, so granted shall be subject to such conditions not inconsistent with the Plan as may be reflected in the applicable Award Agreement or other form evidencing such Award.

10. **RIGHTS AS SHAREHOLDERS.**

A Participant who has received an Award of Options, SARs or Restricted Stock Units shall not be deemed to be a shareholder, and the Participant shall not have any of the rights or privileges of a shareholder with respect to any Shares subject to Options, SARs or Restricted Stock Units until (a) with respect to Options or SARs, the Option or SAR shall have been exercised in accordance with the terms of the Plan and the Award agreement and, in the case of an Option, the Participant shall have paid the full purchase price for the number of Shares in respect of which the Option was exercised and the Participant shall have made arrangements acceptable to the Company for the payment of applicable taxes consistent with Paragraph 16 or (b) with respected to Restricted Stock Units, the Participant shall have made arrangements acceptable to the Company for the payment of applicable taxes and the Shares subject to the Restricted Stock Units shall have been delivered to the Participant or entered in the Company's book entry system. Shares acquired under the Plan shall be subject to the Company's insider trading policy to the extent applicable to a Participant.

11. **CHANGES IN CAPITALIZATION.**

(a) In General. The aggregate number of Shares and class of Shares as to which Awards may be granted and the number of Shares covered by each outstanding Award shall be appropriately adjusted in the event of a stock dividend, stock split, recapitalization or other change in the number or class of issued and outstanding equity securities of the Company resulting from a subdivision or consolidation of the Shares and/or other outstanding equity security or a recapitalization or other capital adjustment (not including the issuance of Shares and/or other outstanding equity securities on the conversion of other securities of the Company which are convertible into Shares and/or other outstanding equity securities) affecting the Shares which is effected without receipt of consideration by the Company. The Committee shall have authority to determine the adjustments to be made under this Paragraph 11 and any such determination by the Committee shall be final, binding and conclusive.

(b) Adjustments for Corporate Transactions and Other Events.

(i) Stock Dividend, Stock Split and Reverse Stock Split. In the event of a stock dividend of, or stock split or reverse stock split affecting, Shares, (A) the maximum number of Shares as to which Awards may be granted under this Plan and the maximum number of shares with respect to which Awards may be granted during any one fiscal year of the Company to any individual, and (B) the number of shares covered by and the option price, base price and other terms of outstanding Awards, shall, without further action of the Board, be adjusted to reflect such event unless the Board determines, at the time it approves such stock dividend, stock split or reverse stock split, that no such adjustment shall be made. The Committee may make adjustments, in its discretion, to address the treatment of fractional shares and fractional cents that arise with respect to outstanding Awards as a result of the stock dividend, stock split or reverse stock split.

(ii) Non-Change-In-Control Transactions. Except with respect to the transactions set forth in Paragraph 11(b)(i), in the event of any change affecting Shares, the Company or its capitalization, by reason of a spin-off, split-up, dividend, recapitalization, merger, consolidation or share exchange, other than any such change that is part of a transaction resulting in a Change in Control, the Committee, in its discretion and without the consent of the holders of the Awards, shall make (A) appropriate adjustments to the maximum number and kind of shares reserved for issuance or with respect to which Awards may be granted under the Plan, in the aggregate and with respect to any individual during any one fiscal year of the Company, and (B) any adjustments in outstanding Awards, including, but not limited to, reducing the number, kind and price of securities subject to Awards.

(iii) Change-In-Control Transactions.

(A) Upon a Change in Control where the Company is not the surviving corporation (or survives only as a subsidiary of another corporation), unless the Committee determines otherwise, all outstanding Awards that are not exercised or paid at the time of the Change in Control shall be assumed by, or replaced with Awards that have comparable terms by, the surviving corporation (or a parent or subsidiary of the surviving corporation). After a Change in Control, references to the "Company" as they relate to employment matters shall include the successor employer.

(B) Unless the Award agreement provides otherwise, upon a Change in Control, outstanding Options and SARs shall automatically accelerate and become fully exercisable and the restrictions and conditions on outstanding Restricted Stock, Restricted Stock Units, Dividend Equivalents, Other Cash-Based Awards, and Other Stock-Based Awards shall immediately lapse.

(C) In the event of a Change in Control, if all outstanding Awards are not assumed by, or replaced with Awards that have comparable terms by, the surviving corporation (or a parent or subsidiary of the surviving corporation), the Committee may take any of the following actions with respect to any or all outstanding Awards, without the consent of any Participant: (1) the Committee may require that Participants surrender their outstanding Options and SARs in exchange for a payment by the Company, in cash or Common Stock as determined by the Committee, in an amount equal to the amount, if any, by which the then Fair Market Value of the shares of Common Stock subject to the Participant's unexercised Options and SARs exceeds the option price or base price, and (2) after giving Participants an opportunity to exercise all of their outstanding Options and SARs, the Committee may terminate any or all unexercised Options and SARs at such time as the Committee deems appropriate. Such surrender, termination or payment shall take place as of the date of the Change in Control or such other date as the Committee may specify. Without limiting the foregoing, if the Fair Market Value does not exceed the option price or base price, as applicable, the Company shall not be required to make any payment to the participant upon surrender of the Option or SAR.

(iv) Unusual or Nonrecurring Events. The Committee is authorized to make, in its discretion and without the consent of holders of Awards, adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events affecting the Company, or the financial statements of the Company or any Affiliate, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(c) Substitution of Awards in Mergers and Acquisitions. Awards may be granted under the Plan from time to time in substitution for Awards held by employees, officers, consultants, advisors, or directors of entities who become or are about to become employees, officers, consultants or directors of the Company or an Affiliate as the result of a merger or consolidation of the employing entity with the Company or an Affiliate, or the acquisition by the Company or an Affiliate of the assets or stock of the employing entity. The terms and conditions of any substitute Awards so granted may vary from the terms and conditions set forth herein to the extent that the Committee deems appropriate at the time of grant to conform the substitute Awards to the provisions of the awards for which they are substituted.

(d) Section 409A. No amounts subject to an Award under the Plan that constitute "deferred compensation" (as defined in Section 409A) shall be subject to distribution before the scheduled vesting date for such distribution in connection with a Change in Control unless such Change in Control constitutes a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets (in either case, as defined in Section 409A), except to the extent that earlier distribution would not result in any obligation to pay interest or additional tax under Section 409A.

12. TERMINATION OF EMPLOYMENT

(a) Subject to the terms of the applicable Award agreement or any other written agreement between the Participant and the Company or any of its Affiliates, if a Participant's employment is terminated due to death or Disability:

(i) all unvested Restricted Stock and Restricted Stock Units held by the participant on the date of the Participant's death or the date of the termination of his or her employment as the case may be, shall immediately become vested as of such date, subject to subsection (iv) below;

(ii) all unexercisable Options and all unexercisable SARs held by the Participant on the date of the Participant's death or the date of the termination of his or her employment, as the case may be, shall immediately become exercisable as of such date and shall remain exercisable until the earlier of (1) the end of the one-year period following the date of the Participant's death or the date of the termination of his or her employment, as the case may be, or (2) the date the Option or SAR would otherwise expire, subject to subsection (iv) below;

(iii) all exercisable Options and all exercisable SARs held by the Participant on the date of the Participant's death or the date of the termination of his or her employment, as the case may be, shall remain exercisable until the earlier of (1) the end of the one-year period following the date of the Participant's death or the date of the termination of his or her employment, as the case may be, or (2) the date the Option or SAR would otherwise expire; and

(iv) all unvested Awards held by the Participant on the date of the Participant's death or the date of the termination of his or her employment, as the case may be, that vest in whole or in part based on performance shall be governed by the terms of the applicable Award agreement.

(b) Subject to the terms of the applicable Award agreement or any other written agreement between the Participant and the Company or any of its Affiliates, if a Participant's employment is terminated by the Company for Cause, all Awards, whether or not vested, earned or exercisable, held by the Participant on the date of the termination of his or her employment for Cause shall immediately be forfeited by such Participant as of such date, provided further, that in such event, in addition to immediate termination of an Option or SAR, the Participant, upon a determination by the Committee, shall automatically forfeit all Shares and cash otherwise subject to delivery upon exercise of an Option or SAR but for which the Company has not yet delivered such Shares or cash, upon refund by the Company of the option price (in the case of Options).

(c) Subject to Paragraph 11(b)(iii) of the Plan and the terms of the applicable Award agreement or any other written agreement between the Participant and the Company or any of its Affiliates, if a Participant's employment is terminated for any reason other than due to death, Disability or Cause:

(i) all unvested, unearned, or unexercisable Awards held by the Participant on the date of the termination of his or her employment shall immediately be forfeited by such Participant as of such date; and

(ii) all exercisable Options and all exercisable SARs held by the Participant on the date of the termination of his or her employment shall remain exercisable until the earlier of (i) the end of the 90-day period following the date of the termination of the participant's employment, or (ii) the date the Option or SAR would otherwise expire.

(d) Notwithstanding anything contained in the Plan to the contrary, the Committee may, in its discretion, provide that any of the following shall apply:

(i) any or all unvested Restricted Stock and Restricted Stock Units held by the Participant on the date of the Participant's death and/or the date of the termination of the participant's employment shall become vested as of such date or as of such other date as the Committee deems appropriate;

(ii) any or all unexercisable Options and/or any or all unexercisable SARs held by the Participant on the date of the Participant's death and/or the date of the termination of his or her employment shall become exercisable as of such date or as of such other date as the Committee deems appropriate, and shall remain exercisable until a date that occurs on or prior to the date the Option or SAR is scheduled to expire; and/or

(iii) any or all exercisable Options and/or any or all exercisable SARs held by the Participant on the date of the Participant's death and/or the date of the termination of his or her employment shall remain exercisable until a date that occurs on or prior to the date the Option or SAR is scheduled to expire.

13. **AMENDMENT AND TERMINATION.**

(a) In General. The Board or the Committee may amend or alter the Plan from time to time in such manner as it may deem advisable. Nevertheless, neither the Board nor the Committee may, without obtaining approval within twelve months before or after such action by such vote of the Company's shareholders as may be required by Pennsylvania law for any action requiring shareholder approval, change the class of individuals eligible to receive an Incentive Stock Option, extend the expiration date of the Plan, decrease the minimum option price of an Incentive Stock Option granted under the Plan or increase the maximum number of shares as to which Awards may be granted, except as provided in Paragraph 11 hereof.

(b) Repricing of Options and SARs. Neither the Board nor the Committee may, without obtaining prior approval by the Company's shareholders, reduce the option price of any issued and outstanding Option or the base price of any issued and outstanding SAR granted under the Plan, including through cancellation and re-grant or any other method (including the repurchase of an Option or SAR that is "out of the money" in exchange for an Option or SAR, cash and/or other property), at any time during the term of such Option or SAR (other than by adjustment pursuant to Paragraph 11 relating to Changes in Capitalization). This Paragraph 13(b) may not be repealed, modified or amended without the prior approval of the Company's shareholders.

(c) The Plan may be terminated by the Board or the Committee at any time. The Plan may be amended by the Board or the Committee at any time. No Award shall be materially adversely affected by any such termination or amendment without the written consent of the Participant.

14. **REPAYMENT.**

All Awards under the Plan shall be subject to the provisions of any clawback or recoupment policy approved by the Board and/or Committee or required by applicable law, as such policy may be in effect from time to time. Further, unless otherwise determined by the Committee, to the extent that the Participant receives any amount in excess of the amount that the Participant should otherwise have received under the terms of the Award for any reason (including, without limitation, by reason of a financial restatement, mistake in calculations or other administrative error), the Participant shall be required to repay any such excess amount to the Company.

15. **SECURITIES LAWS.**

(a) Securities Laws. The Committee shall have the power to make each grant of Awards under the Plan subject to such conditions as it deems necessary or appropriate to comply with the then-existing requirements of the 1933 Act and the 1934 Act, including Rule 16b-3. Such conditions may include the delivery by the Participant of an investment representation to the Company in connection with the delivery or registration of Shares subject to an Award, or the execution of an agreement by the Participant to refrain from selling or otherwise disposing of the Shares acquired for a specified period of time or on specified terms.

(b) Delay of Exercise Pending Registration of Securities. Notwithstanding any provision in the Plan or an Award document to the contrary, if the Committee determines, in its sole discretion, that issuance of Shares pursuant to an Award should be delayed pending registration or qualification under federal or state securities laws or the receipt of a legal opinion that an appropriate exemption from the application of federal or state securities laws is available, the Committee may defer such issuance until such Shares are appropriately registered or qualified or an appropriate legal opinion has been received, as applicable.

16. **TAXES.**

(a) Taxes. Subject to the rules of Paragraph 16(c), the Company shall be entitled, if necessary or desirable, to withhold the amount of any tax, charge or assessment attributable to the grant of any Award, the occurrence of a Vesting Date with respect to any Award, or the exercise of any Option or SAR. The Company shall not be required to deliver Shares or cash pursuant to any Award until it has been indemnified to its satisfaction for any such tax, charge or assessment.

(b) Payment of Tax Liabilities; Election to Withhold Shares or Pay Cash to Satisfy Tax Liability.

(i) In connection with the grant of any Award, the occurrence of a Vesting Date under any Award of Restricted Stock or Restricted Stock Units or the exercise of any Option or SAR, or if, under the terms of an Award, a Participant's rights with respect to Restricted Stock or Restricted Stock Units become free of a substantial risk of forfeiture as the result of the Participant's satisfaction of the age and service conditions for retirement eligibility, if applicable, and, as a result thereof, employment tax liabilities arise, the Company shall have the right to (A) require the Participant to remit to the Company an amount sufficient to satisfy any federal, state and/or local withholding tax requirements, or (B) take any action whatever that it deems necessary to protect its interests with respect to tax liabilities. The Company's obligation to make any delivery or transfer of Shares shall be conditioned on the Participant's compliance, to the Company's satisfaction, with any withholding requirement.

(ii) Except as otherwise provided in this Paragraph 16(b)(ii), any tax withholding obligations incurred in connection with the grant of any Award of Restricted Stock, Restricted Stock Units, Other Stock-Based Award or Other Cash-Based Award, the occurrence of a Vesting Date under any Award of

Restricted Stock, Restricted Stock Units, or Other Stock-Based Award or the exercise of any Option or SAR shall be satisfied by the Company's withholding a portion of the Shares subject to such Award having a Fair Market Value up to an amount approximately equal to the maximum taxes required to be withheld by the Company under applicable law, unless otherwise determined by the Committee with respect to any Participant. Shares withheld pursuant to this Paragraph 16(b)(ii) shall not be available for subsequent grants under the Plan.

(c) Section 409A.

(i) Awards under the Plan are intended either to be exempt from the rules of Section 409A, or to satisfy those rules and shall be construed accordingly. However, the Company shall not be liable to any Participant or other holder of an Award with respect to any Award-related adverse tax consequences arising under Section 409A or other provision of the Code.

(ii) If any provision of the Plan or an Award agreement contravenes any regulations or guidance promulgated under Section 409A or could cause an Award to be subject to the interest and penalties under Section 409A, such provision of the Plan or Award shall be deemed automatically modified to maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Section 409A. Moreover, any discretionary authority that the Committee may have pursuant to the Plan shall not be applicable to an Award that is subject to Section 409A to the extent such discretionary authority will result in the application of any tax or penalty under Section 409A. For purposes of Section 409A, each of the payments that may be made in respect of any Award granted under the Plan is designated as a separate payment.

(iii) Notwithstanding any provisions of this Plan or any Award granted hereunder to the contrary, no acceleration shall occur with respect to any Award to the extent such acceleration would result in the application of any tax or penalty under Section 409A.

(iv) Notwithstanding any provisions of this Plan or any applicable Award agreement to the contrary, no payment shall be made with respect to any Award granted under this Plan to a "specified employee" (as such term is defined for purposes of Section 409A) prior to the six-month anniversary of the employee's separation of service to the extent such six-month delay in payment is required to avoid the application of a tax or penalty under Section 409A.

17. **GENERAL PROVISIONS.**

(a) Non-Guarantee of Employment or Service. Nothing in the Plan or in any Award agreement thereunder shall confer any right on an individual to continue in the service of a Participating Company or shall interfere in any way with the right of a Participating Company to terminate such employment or service at any time with or without cause or notice and whether or not such termination results in (i) the failure of any Award to vest, (ii) the forfeiture of any unvested or vested portion of any Award, and/or (iii) any other adverse effect on the individual's interests under the Plan.

(b) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other person. To the extent that any Participant or other person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(c) Governing Law. The validity, construction and effect of the Plan, of Award agreements entered into pursuant to the Plan, and of any rules, regulations, determinations or decisions made by the Committee relating to the Plan or such Award agreements, and the rights of any and all persons having or claiming to have any interest therein or thereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

(d) Effective Date; Termination Date. The Plan is effective as of the date on which the Plan is adopted by the Board, subject to approval of the shareholders within twelve months before or after such date. No Award shall be granted under the Plan after the close of business on the day immediately preceding the tenth anniversary of the effective date of the Plan. Subject to other applicable provisions of the Plan, all Awards made under the Plan prior to such termination of the Plan shall remain in effect until such Awards have been satisfied or terminated in accordance with the Plan and the terms of such Awards.

Exhibit 31.1

CERTIFICATION

I, Kevin M. Olsen certify that:

1. I have reviewed this Form 10-Q of Dorman Products, Inc. (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: August 4, 2026

/s/ Kevin M. Olsen

Kevin M. Olsen
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Charles W. Rayfield certify that:

1. I have reviewed this Form 10-Q of Dorman Products, Inc. (the “registrant”);

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) Evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) Disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: August 4, 2026

/s/ Charles W. Rayfield

Charles W. Rayfield

Senior Vice President, Chief Financial Officer and Treasurer

Exhibit 32

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350 AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

This Certification is intended to accompany the Quarterly Report of Dorman Products, Inc. (the “Company”) on Form 10-Q for the period ended June 27, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), and is given solely for the purpose of satisfying the requirements of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. To the best of their knowledge, the undersigned, in their respective capacities as set forth below, hereby certify that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Kevin M. Olsen

Kevin M. Olsen
President and Chief Executive Officer
Date: August 4, 2026

/s/ Charles W. Rayfield

Charles W. Rayfield
Senior Vice President, Chief Financial Officer and Treasurer
Date: August 4, 2026

The foregoing certification is being furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Section 1350 of Chapter 63 of Title 18 of the United States Code) and is not being filed as part of the Report or as a separate disclosure document.