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# DEALER CREDIT APPLICATION & MAP POLICY AGREEMENT

## Company Information

Legal Company Name:

DBA Name (If app):

Resale #:

Federal EIN:

How long in business?  yrs

How long at current location?  yrs

### Company Structure:

Corporation  Sole Proprietorship  
 Partnership  Other

### Business Type:

Internet Sales  Brick & Mortar

Previous Address:

*If you have been at your current location less than one year.*

Principal/Partner:  Title:  Phone:

Principal/Partner:  Title:  Phone:

## Primary Contact

Name:  Title:

Email:  Phone:

## Billing Information

Contact:  Email:

Address:  Phone:

City:  State:  Zip:  Fax:

## Shipping Information

Contact:  Email:

Address:  Phone:

City:  State:  Zip:  Fax:

## ACH Authorization for Customer Accounts:

Company:

Billing Address:

City:  State:  Zip:

Cardholder Name:

Credit Card Number:

Expiration Date:  CVC:

I authorize TKI to charge my credit card for all my TKI account transactions pursuant to the card holder agreement. If the credit card becomes invalid/expired, TKI reserves the right to suspend my services and my account may be subject to additional collection procedures and charges.

All the information above will be held confidential. Please read carefully before signing below. By signing this form, I agree to the terms listed and authorize all information that I provided to be true and correct.

Name of Cardholder:

Title:

Signature:

Date:

## **New Account Dealer Information**

At TKI, we strive to produce the best products on the market, and to do that, we require the most from our supporting dealers. Your commitment to our brand will not only bring value to the products we build and sell, but it will allow us to build a relationship that can continue to grow our profitability together. Input, criticism, and support is valued in both directions, and we hope to build a long-lasting relationship that is exciting and valuable for years to come. To speed up the dealer acquisition process, please make sure all forms are completed to the best of your ability, and that all relative documents are attached from the list below.

### **What is Needed:**

- Current Year Reseller Application and/or ST-101 Form
- Current Business License and State Resale Tax License
- Picture of Store Front and Retail Space (If Online Complete Online Store Details.)
- Completed and Signed MAP Agreement
- Initial Stocking Order (Account will not be setup without a qualifying initial order.)

### **Annual Sales & Opening Order:**

TKI reserves the right to discontinue any relationship and or sales to any dealer who does not meet our guidelines and qualifications. The minimum annual sales requirement, during the 12-month period (June 1 – May 31), will be \$3,500. This maintains a strong relationship and support of product, as well as keeps our dealer network strong and motivated in our products. As an interested and invested dealer, TKI requires a \$1,000 opening order to become a dealer. Initial order will be required at the time of account set up. TKI will review sales volume annually in June and discuss dealer status as necessary.

### **Freight Policy:**

TKI will prepay freight and invoice the dealer for freight upon shipment, with the corresponding order. Any additional fees and or charges will be discussed before freight leaves our facility. Orders over \$1,000 receive free ground shipping within the continental US. Expedited freight is available to our customers and dealers but will include a \$10 handling surcharge (waived for premium dealers).

### **Return Policy:**

We believe in our products and have a great track record for quality and innovation. We however understand, occasionally there will be a need for a return or exchange. All product returns must be pre-authorized. A confirmed return authorization email must be included in the inside of the box. All returns must come back to us in new, unopened packaging, with all contents unused. New, unopened items may be returned for credit with a qualifying offsetting order. The credit will not be applied to the account or offsetting order until the returned item has been received, inspected and approved for restock. We may charge up to a 15% restocking fee if items being returned are not in like new condition.

### **Warranty Policy:**

Warranty items must be confirmed before returning. Products returned for warranty will be received and inspected before any credit can be issued. All credits applied to accounts will be deducted from the annual order total. An offsetting order to maintain annual sales goals is recommended.

### **Drop Ship Policy:**

TKI prefers to ship our products to the dealer, as that keeps the dealer and customer relationship close. We can however drop ship items if needed. All drop ship items will be billed an additional drop ship fee and are subject to change at any time.

### **Backordered Product & Pre-Season Orders:**

Any product that is temporarily out of stock will be billed and shipped when it becomes available. Backorders can be cancelled. Pre-Season orders, and stocking orders will be shipped when the order is fulfilled completely, unless otherwise discussed.

### **TKI Reserves the Right To:**

- TKI may attend powersport shows, race events, sanctioned events, off road events and more for the purpose of promoting products and applications. At these shows, our intent is to promote our dealers and products. In an effort to build excitement, we may offer show specials and or discounts to drive traffic.
- TKI will maintain an active e-commerce web site to provide customers a place to purchase and will maintain the manufacturer suggested retail price (MSRP) of products it manufactures. However, our goal will forever be to support dealers and drive traffic through your store.
- TKI reserves the right to refuse business or revoke dealer privileges at their discretion.

## Minimum Advertised Price Policy (MAP):

TKI's, Minimum Advertised Price Policy (known hereafter as MAP), is intended to protect and maintain TKI's product standard through all distribution levels. This policy is put into place for our dealers to effectively sell and market the TKI line of products while maintaining brand value and margin. TKI enforces the MAP policy and believes in keeping our dealers held to the highest standard. This agreement states that all TKI dealers or resellers will maintain a maximum advertised discount level of 10% unless specifically discussed and approved for extenuating circumstances. This is a minimum advertised price of no greater than 10% below MSRP. This allows each dealer to be competitive and maintain a product standard. TKI monitors the MAP of our products, and TKI will enforce this policy.

Advertising includes, but is not limited to: promotional flyers, direct mail, printed ads, catalogs, billboards, radio, mail order material, radio, television, email (including email blasts and newsletters), website e-commerce, internet (including banner ads) and other promotional efforts where an advertised price is advertised for a TKI product. Auction sites such as E-Bay, Amazon or any other online platform and others like it, must also be in the compliance of our stated MAP policy.

### Failure to Abide May Result In:

- Loss of Dealer Account status.
- Loss of Drop Ship privileges.

All TKI prices and products are subject to change without notice, although we will attempt to provide notices for any changes that directly affect products and pricing. Dealers must complete and return the pricing agreement. Dealers agree that they will never advertise TKI products for less than the Minimum Advertised Price.

I have read the above MAP policy and I agree to never advertise TKI products for less than the MAP price.

Legal Company Name:

I also acknowledge that TKI can, at its discretion, void/terminate the purchasing privileges, dealership, if any advertising violates TKI's MAP agreement.

Name:

Title:

Signature:

Date:

All applications must be signed, and applicants must agree to the MAP policy or application will not be processed.

## Online Accounting/Ordering Access

**Portal Access:** Authorized TKI dealers will receive access to our online dealer portal.

Name:

Email:

Phone:

(This number will be dealer account number.)

## Dealer Locator Information

We typically list all authorized premier TKI dealers on our website, available to customer for lookup. If you are storefront address or contact information is different than your shipping address, or you have a specific phone number and/or email address for general consumer communications, please specify them here. This is what we will enter on our website.

Address:  Email:   
City:  State:  Zip:  Phone:

## Reseller Permit

All authorized TKI dealers are required to submit a valid reseller permit. This permit must be submitted with this application.

I confirm I have included a valid reseller permit with this application.

## Payment Terms Confirmation

Initials

I/We understand that TKI's payment terms are due prior to shipment.

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Products purchased from TKI are payable by cash, check or credit card.

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I/We understand and agree to the above terms and upon any default of the above entity the undersigned does hereby guarantee to TKI prompt payment in full.

Name of Individual Responsible:  Title:   
Signature:  Date:

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Please email this completed application packet to [sales@tkicnc.com](mailto:sales@tkicnc.com)

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Dealer #:   Ordering Portal  Date Received:   Date Completed:   
 Dealer Locator  
Dealer Level:   Price List  Completed By: