

74 Weld Authorized Dealer | Application Instructions

Thank you for your interest in becoming an Authorized Dealer of 74 Weld products.

We at 74 Weld are dedicated to producing the highest-quality products on the market at an affordable price.

To become an authorized dealer, we ask that you review the information below and follow the detailed instructions. We use this information and criteria to ensure that our products are properly represented and accurately installed. Please remember that exclusive pricing only goes to qualified businesses.

If you are unable to meet the requirements or criteria outlined below but would still like to sell 74 Weld products, please email us at sales@74Weld.com to discuss options. You may always email 74 Weld directly with technical and service questions also.

NEW Dealers: Please read the following:

BUY-IN: A \$10,000 minimum buy-in is required to become a Dealer.

DEALER TIERS: Are based on calendar year sales and 74 WELD Dealer criteria.

TERMS: All new accounts must pay by check, credit card or wire transfer and will not be Eligible for payment terms prior to being established. To be considered for our 1st discount tier a minimum of \$20,000 must be shipped.

INCOMPLETE APPLICATIONS WILL BE REJECTED

Dealer Qualifications:

1. Conduct business from a commercial location and/or have a fully functional website.
2. Photocopy of your company's business license. California businesses will also need to provide us with a copy of your State Resale Tax card.
3. Completed Customer Credit Application Form.
4. Send completed documents back to 74 Weld.

Please email all completed forms including the Dealer Application to sales@74Weld.com with "Dealer Application" written in the subject field.

We thank you for your interest in 74 Weld Products and look forward to working together!

AUTHORIZED DEALER AGREEMENT

PARTIES: This 74 Weld Dealer Agreement (“Agreement”) is entered and delivered at El Cajon, California, by and between 74 Weld and (“Dealer”).

CONSIDERATION: For and in consideration of the mutual promises and covenants set forth below, the parties hereby enter this Agreement effective as of final signing date.

DUTIES OF 74 Weld: 74 Weld shall make available for purchase its branded products to Dealer at a 74 WELD determined discount tier price for 74 WELD branded products purchased by Dealer for the purpose of resale. 74 WELD will make available all necessary product information, product photos, application guides, installation manuals and electronic files for the use of promoting and sales of 74 WELD branded products.

DEALER’S OBLIGATION: Dealer agrees to pay for all 74 WELD products as agreed and to keep and maintain a first-class retail sales, manufacturing, or distribution location and devote such time and capital as are required to successfully sell 74 WELD products. The dealer agrees that all 74 WELD products advertised in any form of media shall bear the “official 74 WELD product name and product image” as provided by 74 WELD. Dealer may only use official 74 WELD logos (provided on request) in connection with its advertising of 74 WELD products while this Agreement is in effect. Dealer shall not advertise 74 WELD products, in any media, at prices less than suggested retail price (MSRP) as provided by 74 WELD. All forms of media using the 74 WELD logos, 74 WELD product names, or 74 WELD product images shall be presented to the 74 WELD Marketing department before being made public. Examples of media: Print Ads, Web Sites, Price List, Written and or Image content.

TERRITORY: Dealer is authorized to make and deliver sales worldwide. No territory is exclusive to any one Dealer.

TERM AND TERMINATION: This Agreement shall be renewed on each successive calendar year. Either party may give written notice to the other party at least thirty (30) days in advance of any termination. The Dealer discount tier level is based on calendar year annual shipped sales and Dealer tier level requirements. The Dealer discount tier level shall continue into each qualifying succeeding year. 74 WELD reserves the right to reassign Dealer’s discount tier level at any time without giving prior notice to Dealer.

MISCELLANEOUS: This Agreement may only be modified in writing. This Agreement shall be enforced and construed in accordance with the laws of the State of California. Any action arising out of or relating to this Agreement shall be arbitrated in accordance with the then existing commercial rules of the American Arbitration Association at San Diego, California. Any provision that is void or voidable may be excised, but the balance of the Agreement shall remain in full force and effect.

Print Name & Title _____

Signature _____ Date _____

Requirements

- Adhere to MAP pricing**
- Brick & mortar retail location**
- Product display**
- Except returns & warranty claims**

Discount Tiers (discount off MSRP)

- Tier 1 (10%) \$20k
- Tier 2 (15%) \$25k-\$35k
- Tier 3 (20%) >\$35k *

*Tier 3 discount does not apply to portals- max discount on portals is 15%.

74 Weld Authorized Dealer Application

STEP 1: GENERAL INFORMATION

Please provide a breakdown of your business focus within the specified categories by assigning a percentage value to each. Ensure that the sum of percentages in each category adds up to 100%.

TRUCK & SUV _____ JEEP _____ 4x4 _____ SAND _____ MUD _____

OFFROAD (sport) _____ OFFROAD (race) _____ ATV _____ UTV _____ MX _____ Other _____

Do you have a Service Center? Yes _____ No _____

STEP 2: MAIL ORDER / INTERNET SALES INFORMATION

Are you active in Mail Order Sales or Internet Sales? Yes _____ No _____

If yes, provide all Web Site domain names and mail order business names that you are operating/partnering with.

Company Name _____

Website _____

Company Name _____

Website _____

STEP 3: DEALER INFORMATION

Company Name _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Principle Address _____

City _____ State _____ Zip _____

Email _____ Website _____

Type of ownership: Corporation _____ Partnership _____ Sole Ownership _____

Principle Owners Name: _____

Address _____

City _____ State _____ Zip _____

Phone # (____) _____ - _____ Email _____

Names of other authorized buyers _____,

STEP 4: Bank information

Bank Name _____ Phone # (____) _____ - _____

Bank Officers Contact _____

Bank Address _____

City _____ State _____ Zip _____

Checking Acct# _____ Savings Acct# _____

STEP 5: Trade References

1) Company Name _____ **Acct#** _____

Principle Address _____

City _____ State _____ Zip _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Email _____ Website _____

2) Company Name _____ **Acct#** _____

Principle Address _____

City _____ State _____ Zip _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Email _____ Website _____

3) Company Name _____ Acct# _____

Principle Address _____

City _____ St. _____ Zip _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Email _____ Website _____

Please feel free to give any other information which will aid in accessing your application, use additional paper if necessary.

The above information is herewith submitted for the purpose of opening an account and I hereby certify this information is to be accurate.

Preferred method of Payment:

COD Company Check

Visa/MC

Card # _____ Exp. Date _____ CSC # _____

Signed _____ Print _____

Date _____

Terms & Conditions of Sale

Payment

All shipments and orders must be prepaid unless the account is approved for Net 30 terms. Payments can be accepted in the form of cash, check or credit card.

Returned Checks

There is a \$35 processing fee for all returned checks. After the processing fee is paid, company checks will no longer be allowed for further purchases.

Minimum Advertised Price (MAP) Policy

All advertised pricing of 74 Weld Inc. products must adhere to the MAP policy explained below. 74 Weld Inc. reserves the right to refuse to sell to any company that advertises 74 Weld Inc. products less than the current minimum advertised price. The minimum advertised price for each product can be found on the dealer price sheet within the MAP column. We take pride in offering high quality products at an affordable rate and therefore are strict on our MAP policy.

Any direct buying Dealer that 74 Weld Inc. finds to be advertising 74 Weld Inc. products discounted more than the current minimum advertised price will be in direct violation of this MAP policy. 74 Weld Inc. MAP violations where products are listed visible to the public can include, but are not limited to: website/E-commerce pages, when you checkout in a shopping cart, print/radio/tv/online ads, search engine shopping feeds such as Google, Yahoo, MSN, Bing etc., eBay/Amazon Online stores, print catalog, fliers, newsletters, or any other form that is viewable by the consumer.

*If you are found in violation of the 74 Weld Inc. MAP policy, you will be notified and have 24 hours to fix all violations without penalty. This will be considered your first violation, and your account will be notated. If violation is not adjusted your account will be suspended until violation is corrected within the terms of the 74 Weld Inc. MAP policy. Second offence violators in a calendar year will be subject to suspension, up to 30 days, at the discretion of 74 Weld Inc. If 3 violations are to occur in a calendar year, your account with 74 Weld Inc. will be suspended for a minimum of 6 full months with a full account and industry review by 74 Weld Inc. before re-instatement is issued.

74 Weld Inc. reserves the right to terminate an account at any time for not adhering to the terms, conditions, advertising and pricing guidelines listed above. If find any other company in violation of this MAP policy, we encourage you to report it to 74 Weld Inc.

I hereby acknowledge these Terms and Conditions of Sale for 74 Weld Inc. products and will adhere to these policies.

Signature: _____ Date: _____

74 WELD use only: Salesperson: _____ Terms _____