



AUTHORIZED DEALER AGREEMENT

Terms and Conditions

This agreement, between MetalArts Inc and the undersigned is made for the expressed purpose of authorizing retail sales of **MetalArts**' products through the undersigned's business entity. These sales are to be conducted in a localized manner or motorcycle rallies/events and should conform to generally accepted good and principled business practices.

Your business will receive pricing according to our price schedule. By accepting the status of Authorized Dealer of **MetalArts** products, the undersigned states and verifies that their business entity conforms to the following requirements and agrees with the following terms and conditions.

1 The undersigned operates a legitimate retail business and sells or provides motorcycle products or services.

2 The undersigned operates a business that has: an actual physical location and address; an actual telephone listing; appropriate business licenses; and a respectable credit history.

3 The undersigned's business entity is situated in a geographic area that will support competitive selling of **MetalArts** products or is in a location not currently supported by a **MetalArts** Authorized Dealer.

4 A 5% drop ship fee will be applied to each drop shipped order.

5 The undersigned will not pursue advertising or promotional activities that portray **MetalArts** products in a way that is inconsistent with or contrary to the advertising and promotional standards of **MetalArts**. A reseller may not use, at any time, for any purpose, advertising tactics or methods, which are detrimental to the image or perceived value of **MetalArts** products.

6 The undersigned will not sell or advertise **MetalArts** products on any Internet address other than their primary business address and will advertise the suggested retail prices, unless given prior approval from **MetalArts**. Authorized Dealers who do not maintain the aforementioned standards and practices will have the delivery of **MetalArts** products discontinued and terminated.

7 All Authorized Dealer shipments will be C.O.D. or Credit Card unless other arrangements are agreed upon. All sales are final. Dealers may request a credit application for account terms after one year as an authorized dealer. Upon providing a 30 day written notice, **MetalArts** reserves the right (for any implied or explicit reason) to render this agreement null and void. **MetalArts** retains the option of repurchasing all or any portion of the Authorized Dealer's remaining inventory (at the original cost at time of shipment) upon the termination of the relationship between parties.

8 All returned product for warranty issues must be authorized by **MetalArts**. At **MetalArts** sole discretion, credit for returned/warranty products will be issued as account credit, replacement products, or credited to Authorized Dealers credit card.

9 By placing an order by phone or electronically and authorizing **MetalArts** to charge your credit card you are agreeing to all the terms and conditions of this Authorized Dealer Agreement.

10 From time to time **MetalArts** will create policies governing how warranty issues are handled with the final customer.

Without notice, **MetalArts** reserves the right to change these policies at any time.

Initial _____ date _____

Business Name _____

Address _____

Telephone # _____

Resellers Representative (Print) _____

X
Signature of Authorized Representative _____

Date _____

MetalArts
1395 Vendels Circle
Paso Robles CA 93446
www.metalartsinc.com 805 239 9024 les@metalartsinc.com

Authorized Dealer Information

COMPANY NAME: _____ DATE: _____
Website: _____ Email Address(s): _____

Proprietor or Principal Partner's Names: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Number of years at this location? (Date) _____ Year Established _____

Are you incorporated? _____ In what state? _____

Federal EIN Number: _____ State Tax Number: _____

How did you hear about ? **MetalArts**

If shipping address is different from above or you have more than one Location:

Store Name: _____

2nd Address: _____ City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Business References.***

Company Name: _____ Phone#: _____ Fax#: _____

Address: _____ City: _____ State: _____ Zip: _____

Company Name: _____ Phone#: _____ Fax#: _____

Address: _____ City: _____ State: _____ Zip: _____

Company Name: _____ Phone#: _____ Fax#: _____

Address: _____ City: _____ State: _____ Zip: _____

*** Supplying this information does not establish credit terms or imply an open account relationship.

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