



### Dealer Application

Business Name \_\_\_\_\_

Business Physical (shipping) Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Post Code/Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Website \_\_\_\_\_

Billing Address (if Different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_ Post Code/Zip \_\_\_\_\_

Primary Contact Name(s) & Title \_\_\_\_\_

Primary Contact Email \_\_\_\_\_

Accounts Payable Contact Name(s) & Title \_\_\_\_\_

Accounts Payable Contact Email \_\_\_\_\_

Others Authorized to place orders: \_\_\_\_\_

State Resale Tax # \_\_\_\_\_ Federal Tax ID# \_\_\_\_\_ Years in Business \_\_\_\_\_

Business Type  Corporation  Partnership  Sole Proprietorship  Other

Primary Industry \_\_\_\_\_

#### Primary Sales Channels (Check All that Apply)

Retail store  Online  Catalog  Shows/events  Other Annual Sales

How Did You Hear About Us? \_\_\_\_\_

By signing below, you acknowledge that you have read, understand and agree to abide by our MAP, Shipping, and Return Policies.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

**IDAHO DEALERS Fax a Copy of Your ST-101 Form      NON-IDAHO DEALERS Include Tax Exempt Info**

Fax To 208.465.0209

Email To [sales@promotobillet.com](mailto:sales@promotobillet.com)

Questions? 208-466-4762

# **2021 DEALER TERMS AND CONDITIONS**

## **FOR FASTWAY, SECTOR SEVEN, AND PITHON PRODUCTS**

### **HOURS OF OPERATION**

8am-5pm (Mountain Standard Time) Monday-Friday. We are closed all major holidays.

### **Location & Contact Info**

11461 Lone Star Rd

Nampa, ID 83651

208-466-4762

[info@promotobillet.com](mailto:info@promotobillet.com)

### **ORDERING AND BACKORDERS**

Orders may be placed via our B2B platform, via phone, or emailed to [sales@promotobillet.com](mailto:sales@promotobillet.com). Orders will be invoiced at the time they are shipped. Pro Moto Billet will accept backorders for items that are currently out of stock. Backorders are filled on a first in-first out basis. No rush option is available. ETA's given are approximate and may change subject to manufacturing conditions and materials/component availability. Orders can be canceled, prior to being shipped, for no additional fee. After an item has shipped, a cancellation will be considered a return, and is subject to our return policy guidelines.

### **SPECIAL HANDLING OF ORDERS**

Due to current order volume, Pro Moto Billet is not able to accommodate special requests. A special request is defined as anything outside the normal workflow process. Examples include "call prior to shipping" or "hold orders to be shipped on or after a certain date". Items added to an order after the original date the order is placed may be entered as a separate order. Reasonable accommodations will be made to bundle orders together in shipping. It is the responsibility of the dealer to notify Pro Moto Billet sales staff of any cancellations, or changes to an order made after an order is placed.

### **SHIPPING**

UPS is our exclusive Carrier for all domestic and international shipments. The only exception is domestic shipments to a PO Box or APO/FPO address. Orders over \$500 will qualify for free shipping within the continental US, with the exception of orders that are drop-shipped to an individual. Orders ship as stated unless otherwise specified. Pro Moto Billet is not responsible for any customs or shipping delays once the shipment leaves our facility. Shipping discrepancies, or errors must be reported within 60 days of the invoice date.

### **SHIPPING CUT-OFF TIMES**

At Pro Moto Billet, we ship all orders as promptly as possible. Orders submitted after 2:00pm (Mountain Standard time) are not guaranteed to ship the same day.

### **DROP SHIPPING**

Pro Moto Billet offers drop shipping on domestic orders as a courtesy to our stocking dealers. There Will be a \$9.95 drop ship fee assessed per order, for drop ship orders that are submitted via email or phone. Drop ship orders placed via our B2B portal will not be assessed a drop ship fee. This Fee is non-refundable. We do not offer drop shipping on international orders. Pro Moto Billet reserves the right to

refuse a drop ship order at its' sole discretion, as this method is not to be used as an alternative to stocking product. If this is being done, we will terminate any future drop shipments for that dealer.

### **DOMESTIC SHIPPING**

UPS is our primary carrier for all domestic shipments, except for orders sent to a Po Box or APO/FPO address. At our discretion, tiny items (springs, bolts etc.) may be shipped via USPS envelope. All orders are shipped Regular ground, unless otherwise requested. Pro Moto Billet will do everything possible to ensure that Three-day, 2-day, and Next-day air "rush" orders leave our facility in a timely manner, however once in transit, we are not responsible for any delays, and no refunds will be given for orders that do not arrive in time if the delay was out of our control.

### **INTERNATIONAL SHIPPING (INCLUDES ALASKA & HAWAII)**

UPS is our exclusive carrier for all international orders as well as those for Alaska & Hawaii. The buyer is responsible for all Valued Added Tax (VAT), customs, duties and any other Importation fees incurred by the shipment. By purchasing, buyer agrees to cover any additional fees due upon delivery.

### **USING YOUR OWN SHIPPING ACCOUNT NUMBER**

Dealers may choose to have their items shipped under their own shipping account number via UPS. There will be a packaging & handling fee of \$3.00 per box added to the invoice. If Pro Moto Billet receives a chargeback on shipping fees sent on an account number that was provided by the customer, no future orders will be sent until the amount has been paid, and/or we will no longer ship on that account number.

### **WARRANTY POLICY**

Pro Moto Billet stands behind every product we make and should be contacted immediately in the event of a warranty claim, complaint, malfunction, or other problem. Pro Moto Billet products are covered for a period of 90 days from the original date of purchase against any defects in materials or workmanship. This warranty applies to the original purchaser only. Crash/Impact Damage, modification, stripped or lost bolts or damage done during installation is not covered under warranty. In the event of a warranty claim, we will attempt to verify the complaint as best we can with pictures via email. In some cases, the item may need to be sent in for a hands-on inspection. If the item is determined to have a defect, we will, at our discretion, repair or replace the item.

### **RETURNS**

Returns will not be accepted without a Return Authorization number, or after a period of 90 days.

**Please call us at 208-466-4762 to receive a Return Authorization number before returning your item.**

Products being returned for credit will be assessed a 20% restocking fee. All items returned must be in completely new, unused, and sellable condition. Closeout and discontinued items are ineligible for a return or refund. Items purchased by a retail customer from a dealer must be returned through the same dealer and are subject to said dealer's stated retail return guidelines.

### **ADVERTISING (MAP) POLICY**

To protect the pricing integrity of Pro Moto Billet/Fastway/Sector Seven/Pithon product, all items advertised anywhere outside of a retail location, including the internet, must be listed at a price no less than our published MSRP. Pro Moto Billet will benefit our resellers by enabling them to grow sales of Pro Moto Billet/Fastway/Sector Seven/Pithon branded products while protecting against price discounting. Pro Moto Billet will issue printed price lists indicating Manufacturer's Suggested Retail

Pricing (MSRP) and maintain a current listing with effective date of MSRP on its internet website which can be amended at any time by Pro Moto Billet at its sole discretion.

Any priced advertisement by any re-seller in any media such as but not limited to internet or similar electronic media, radio, television, flyers, posters, catalogs, mail order catalogs, magazines, e-mail newsletters, e-mail solicitations, coupons, mailers, inserts, newspapers, and public signage must be no less than our current MSRP as indicated on the printed price list or Pro Moto Billet/Fastway/Sector Seven/Pithon website. Any pricing advertised that does not match the above will be a violation of this MAP policy and subject to enforcement procedures as identified later in this document.

The inclusion in advertising of any free or discounted products with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the included Pro Moto Billet/Fastway/Sector Seven/Pithon product lower than current MSRP as indicated on the Pro Moto Billet/Fastway/Sector Seven/Pithon website or printed price list.

Example:

***“Buy a set of Fastway Flak Shield handguards for \$49.95 and get a set of FREE grips”*** Would be allowed  
***“Buy a Fastway handguard & Brand X Grip combo for 20% off”*** Would be in violation of this policy.

Advertising a price greater than Pro Moto Billet/Fastway/Sector Seven/Pithon listed MSRP and showing the correct retail price as a sale item is considered deceptive and is not allowed.

### **ONLINE ADVERTISING**

Internet auctions may not display or have reserved bid or other acceptable prices below the current MSRP. Pricing listed on an Internet site is considered an “advertised price” and must adhere to this MAP Policy. Statements such as “we will match any price”, “call for price” or similar phrases are acceptable if they make no specific reference to Pro Moto Billet/Fastway/Sector Seven/Pithon product. Discounts or coupon codes applied at checkout to the customer’s entire order based on customers purchasing history with the Reseller, such as discounts for “frequent shoppers” or special event/holiday sales or promotions do not violate this MAP Policy.

Pro Moto Billet reserves the right to offer promotions on certain products, and/or to authorize “clearance” pricing for any or all Dealers. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying any other affected Dealers or Resellers of the nature and duration of the change. Pro Moto Billet/Fastway/Sector Seven/Pithon further reserve the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all resellers. It is the responsibility of the Dealer to have all clearance or other product discounts approved by Pro Moto Billet, to not be in violation of this MAP policy.

### **ENFORCEMENT PROCEDURES**

Pro Moto Billet has included its MAP Policy Enforcement Procedures in the Dealer Agreement to ensure all dealers signing the “acknowledgment” page are aware of the severity in which Pro Moto Billet will deal with violators of this policy. Any determinations by Pro Moto Billet under these enforcement procedures shall be binding upon the violator.

### **First Offense**

1. A member of the Pro Moto Billet Support Team will contact the violator via e-mail, telephone or letter and remind them of the MAP Policy and identify the nature of the violation.
2. A copy of the MAP Policy will be sent to the violator and they will be required to sign and return the signature page acknowledging the violation and their willingness to conform. The violator will be given 5 working days to conform to the MAP Policy and cure the violation.
3. A permanent record of this process will be documented in a Pro Moto Billet internal file for future reference. Noncompliance within the 5-working day cure period will result in 6-month suspension period with Pro Moto Billet and its Distributors in which no Pro Moto Billet/Fastway/Sector Seven/Pithon product may be sold to the violator by Pro Moto Billet/Fastway/Sector Seven/Pithon or its Distributors. (Distributors are required by their Distributor Agreement to follow the enforcement procedure of this Policy.) Anyone found to be supplying a violator during their probationary period will be subject to the same suspension as the original offender.

### **Second Offense**

1. A member of the Pro Moto Billet Support Team will contact the violator via e-mail, telephone or letter and again remind them of the MAP Policy and identify the nature of the violation.
2. The violator will be reminded of their previous offense and a copy of the signed conformance page will be forwarded to them.
3. The violator will then be placed on another six-month suspension period in which they will be unable to obtain Pro Moto Billet/Fastway/Sector Seven/Pithon product from Pro Moto Billet and its Distributors under the same terms stated above in Section A.
4. At the end of the 6-month suspension period, Pro Moto Billet will decide as to whether the suspension will be continued for another six months. If the suspension is continued, it will be reviewed by Pro Moto Billet at the end of each six-month period and either continued or terminated.
5. Once the suspensions are lifted, the violator will forfeit any Dealer level discounts they previously may have been granted for a term of one year of the date the suspension was lifted.

### **Third Offense**

1. Dealer status will be immediately terminated.
- 2.

The administration of this MAP Policy and any determinations made under it are solely within Pro Moto Billet's discretion and authority. All questions about this MAP Policy should be in writing and directed to the Director of Sales and Marketing via email at [sales@promotobillet.com](mailto:sales@promotobillet.com). The Director of Sales and the members of the Pro Moto Billet Customer Support Team have the sole authority to discuss, make determinations under, and undertake enforcement of this MAP Policy. No modifications to or exceptions from this MAP Policy shall be valid unless made in writing and authorized by the Director of Sales or by the Pro Moto Billet President or CEO.