

DEALER APPLICATION



**Thunderhawk Performance, Inc.
4456 North Abbe Rd., #138
Sheffield Village, OH 44054
Phone: (216) 965-4800
E-mail: sales@thunderhawkperformance.com**

Thank you for your interest in Thunderhawk Performance products. In order to qualify as a Thunderhawk Performance dealer, you must be a legitimate powersports business (licensed place of business serving the public in areas of powersports sales, service and/or parts & accessories).

Please complete the enclosed dealer application and return it to us by e-mail or mail. Read over the application carefully and fill it out completely. Be certain to include all required documents as noted below.

All accounts are set up to be paid by credit card (Mastercard, Visa or Discover) prior to shipping at the time of each order, unless other arrangements are made.

If you have any questions, please contact us at (216) 965-4800.

Thank you,
Thunderhawk Performance, Inc.

Required Documents

- Completed and signed dealer application (4 pages)
- Copy of the business or tax license issued to you by the state in which your business is located
- Copy of your business card
- Sales & Use Tax Blanket Exemption must be completed and signed to qualify for tax-exempt status
- Personal Guaranty must be signed by company owner or principal
- Terms and Conditions page must be signed by company owner or principal

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Applications will not be considered unless signed by the owner, partner, or a corporate officer.

LEGAL BUSINESS NAME _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP _____

SHIPPING ADDRESS (if different) _____

CITY _____ STATE _____ ZIP _____

TELEPHONE (____) _____ FAX (____) _____

E-MAIL _____

YEAR BUSINESS ESTABLISHED _____ PROPRIETORSHIP _____ PARTNERSHIP _____ CORPORATION _____

TAX EXEMPT: YES _____ NO _____ (IF YES, COMPLETE SALES & USE TAX BLANKET EXEMPTION ON PAGE 2)

FEDERAL ID # _____ STATE SALES TAX # _____

TYPE OF BUSINESS: (list percentage) RETAIL/SHOWROOM SALES _____% MAIL-ORDER/WEBSITE SALES _____%

WEBSITE ADDRESS _____

FRANCHISED BRANDS SOLD _____

PRINCIPALS OR OWNERS:

NAME _____ TITLE _____ HOME PHONE (____) _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

NAME _____ TITLE _____ HOME PHONE (____) _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

TRADE REFERENCES: Please list three firms with whom you do business.

NAME _____ PHONE (____) _____ OPEN _____ COD _____

ADDRESS _____ CITY/STATE/ZIP _____

TELEPHONE (____) _____ FAX (____) _____

NAME _____ PHONE (____) _____ OPEN _____ COD _____

ADDRESS _____ CITY/STATE/ZIP _____

TELEPHONE (____) _____ FAX (____) _____

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PERSONAL GUARANTY

The undersigned Guarantor(s) in order to induce Thunderhawk Performance, Inc. to extend credit to applicant or to accept credit card payments herein, does hereby unconditionally personally guarantee all sums which may be owed by applicant to Thunderhawk Performance, Inc. whether said indebtedness is due now or hereafter incurred and whether the indebtedness arises from open account, COD, credit card or otherwise. This Guaranty is continuing, and shall continue to apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Thunderhawk Performance, Inc. all without notice to the undersigned Guarantor(s). Thunderhawk Performance, Inc. may modify the indebtedness, accept, or release collateral, or release the applicant, without releasing the undersigned Guarantor(s). The undersigned Guarantor(s) waives notice of acceptance of this Guaranty. The undersigned Guarantor(s) promise to pay the indebtedness and obligations incurred hereunder at Avon Lake, Lorain County, Ohio. A counterpart of this Guaranty delivered by facsimile transmission shall be deemed an original document and be valid for all purposes

Signed this _____ day of _____, 20____
(day) (month) (year)

Guarantor _____

Guarantor _____

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and services made under this certificate from Thunderhawk Performance, Inc. and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

- () Resale of tangible property.
- () To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing, or refining.
- () Other: _____
(Purchaser must state a valid reason above for claiming exception or exemption)

Purchaser's Name: _____

Purchaser's type of business _____

Street Address _____

City, State, ZIP Code _____

Signature _____ Title _____

Date Signed _____ Vendors License Number _____

This certificate shall be considered a part of each order. Purchaser agrees that all orders are sales to the Purchaser under this Sales and Use Tax Exemption, including all drop-shipments to any and all locations worldwide. The Purchaser agrees that it is the Purchaser's responsibility to collect and process any and all sales and use taxes as required by law for all items ordered from and shipped by Thunderhawk Performance, Inc. at the Purchaser's request.

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TERMS AND CONDITIONS

POLICY:

We sell only to legitimate powersports businesses (licensed places of business serving the public in areas of powersports sales, service and/or parts & accessories). We reserve the right to qualify any account seeking to purchase. Any marketing materials provided by Thunderhawk Performance Inc, including photos and product descriptions, are copyrighted materials. Active dealers are granted permission by Thunderhawk Performance, Inc to use these materials. If Thunderhawk Performance, Inc. terminates the dealer status of any dealer who had previously participated in our dealer program, for any reason, the dealer agrees to immediately cease using any marketing materials based on those provided by Thunderhawk Performance, Inc., including the immediate removal of such materials from the dealers website. All sales are final on closeout items. Returns are subject to 20% restocking charge.

TERMS:

All orders are to be paid by credit card (Mastercard, Visa or Discover) at the time of the order unless cash is received with order or other arrangements have been made. Bounced checks are subject to a \$35.00 fee and any balance not paid within 5 days is subject to interest charged at a rate of 1.5% per month. Dealer promises to pay any indebtedness or obligations incurred hereunder at Sheffield Village, Lorain County, Ohio. Refused COD orders are subject to 30% restocking charge. Address correction fees charged by shipper based on address provided by dealer for drop-ship orders are to be paid by the dealer before drop-ship shipments will resume.

SHIPMENT:

Deliveries by common carrier (UPS, FedEx, US Postal Service) are f.o.b. shipping point. We assume no responsibility beyond delivery to carrier in good order and are not responsible for loss, damage, or delay occurring thereafter. We will ship by the most reasonable means according to the size and weight of your order. Drop-ship orders are subject to a \$10.00 drop-ship fee, per item.

DAMAGES and SHORTAGES:

All goods are carefully packed and in good condition when shipped. Damage claims must be made with the carrier, not with Thunderhawk Performance, Inc. Shortages and discrepancies must be reported within 14 days of invoice date. Please note the number of packages received, as multiple-package shipments may have packages separated by the carrier and delivered on subsequent days.

RETURNS:

All sales are final, except for defects in manufacturing. Do not return any merchandise without prior authorization by Thunderhawk Performance, Inc. Details regarding the nature of the defect must be provided. All returns must be shipped prepaid by the least expensive carrier, and be fully insured.

If a dealer has delivered an item to their customer and the customer wishes to return a non-defective product, this return must be handled between the dealer and their customer (this includes product drop-shipped from Thunderhawk Performance at the dealers request). Non-defective items cannot be returned to Thunderhawk Performance, Inc. Any "mystery" returns received from unknown individuals, without a Thunderhawk RGA number will be held for 45 days, then scrapped. No credit will be issued for scrapped returns.

PRICES:

We reserve the right to modify prices without notice and to bill at the prevailing price at the time of shipment. Dealers agree to abide by the Thunderhawk M.A.P. policy, and will not try to circumvent this policy by any means, including "click or call for lowest price" schemes, blanket discounts, bundling, or any other methods. Selective, limited-time discounts may be permissible, with prior approval.

GENERAL PROVISIONS:

(a) These terms govern all our sales, and may not be changed except with our written consent. Your signature below shall constitute acceptance by you of these terms. (b) Except as to title THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS SOLD TO BUYER BY US AND NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. (c) We shall not, under any circumstances, be liable for any labor charges without our prior written consent. We shall not in any event be liable, whether as a result of breach of contract, warranty, tort (including negligence), or other grounds, for special, consequential, incidental, or penal damages including, but not limited to, loss of profits or revenue, or claims of customers of the buyer of such damages. (d) Dealer pricing is extended to companies that sell Thunderhawk products at their physical store, or through a company-operated website. Dealers advertising on auction sites or through other third-party sales platforms (Ebay, Amazon, etc) will not qualify for dealer pricing. (e) If legal action is used to collect a past due account, we shall be entitled to recover reasonable attorney's fees and costs. (f) Applicant agrees not to participate in the manufacture or sale of any product that infringes patented or patent-pending Thunderhawk products. (g) A counterpart of this document delivered by e-mail or facsimile transmission shall be deemed an original counterpart for all purposes.

It is agreed that sales by Thunderhawk Performance, Inc. will be based on these terms and conditions. From the information provided herein, I request to establish a dealer account with Thunderhawk Performance, Inc. I understand that all account balances are payable in Sheffield Village, Lorain County, Ohio. I also understand that interest will be charged on any past due balances at a rate of 1-1/2% per month.

(Date)

(Signature)

Officer ____ Partner ____ Proprietor ____

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CREDIT CARD PAYMENT AGREEMENT (optional)

The undersigned company would like to have Thunderhawk Performance, Inc. charge our business credit card (as detailed below) for payment on all orders placed with Thunderhawk Performance, Inc. We understand that our credit card will be billed at the time that each order is ready for shipment. All orders will be charged, as invoiced, for the cost of the product plus all shipping charges.

Please check which of the following terms apply to your orders:

- Purchase orders (PO's) are required for all orders, to be submitted by fax or e-mail
- We would like to use this card for verbal ordering (by telephone), without formal PO's
- Please ship only to our business address (listed below)
- We would like to request that this card be used for all orders, including drop-shipments

NAME ON CREDIT CARD _____

BUSINESS ADDRESS _____

CITY _____ STATE _____ ZIP _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

CREDIT CARD INFORMATION:

NAME OF ISSUING BANK: _____ BANK TELEPHONE: _____

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____ SECURITY CODE (on back of card) _____

The undersigned represents that the credit card information supplied herein is accurate and that you have full authority to authorize the use of this credit card. This credit card will be used as payment for all orders submitted by the customer listed above, according to the terms of orders noted above. In addition, the undersigned agrees to be bound by the terms of the personal guaranty for any funds not paid by the issuing bank on this credit card account. A counterpart of this agreement delivered by facsimile transmission shall be deemed an original document and be valid for all purposes

Signed this _____ day of _____, 20____
(day) (month) (year)

Authorized Signature _____