

ROSS *racing pistons*

DEALER INFORMATION



Ross Racing Pistons is continually looking for new partners who are interested in distributing and selling our extensive line of high quality products and services. We currently offer 3 distinct dealer levels to fit the size of your business; Racer, Jobber, and Wholesale Distributor. All three dealer levels have consistent and competitive margins built into provide our dealers with the unique ability to make a profit on every sale.

If you are interested in becoming an authorized distributor or re-seller of Ross Racing Pistons within the United States, Canada or internationally and would like more information, please review our Dealer Terms and Conditions, completely fill out the attached dealer application and fax or e-mail it back to us.

ROSS RACING PISTONS
625 S. DOUGLAS ST. | EL SEGUNDO, CA 90245



310.536.0100

WWW.ROSSPISTONS.COM

Fax: (310) 536-0333

Email: sales@rosspistons.com

DEALER TERMS & CONDITIONS

**ROSS
RACING
PISTONS**

Dealer Terms and
Conditions

Call: 800.392.7677
Fax: 310.536.0333

**WWW.
ROSSPISTONS
.COM**

1. DEALER QUALIFICATIONS

WAREHOUSE DISTRIBUTOR PROGRAM: W/D

Initial buy-in / opening order(s) is \$10,000.00. All Warehouse Distributors (W/D's or customer) are required to order and receive at least \$20,000.00 in merchandise per calendar year. Failure to meet this requirement may result in termination of W/D status. (Failure to meet W/D purchasing requirements will result in a lower dealer price level status being assigned to the dealer account.)

JOBBER PROGRAM: JOBBER

Initial buy in is 3 sets of pistons. All Engine Builders (E/B's or customer) are required to order and receive at least \$10,000.00 in merchandise per calendar year. Failure to meet this requirement may result in termination of E/B status.

RACER PROGRAM: RACER

There is currently no buy in required for Racer Pricing.

REQUIREMENTS

Jobber and W/D pricing level applicants must show proof of current business operations. Required documentation for buying programs are as follows:

- A.** Federal ID # – Federal Tax payer ID #
- B.** State Resale Certificate and/or License (if located in California)

At the time the account application is submitted, you must submit copies of the above requested information to be considered for a Ross Racing Pistons, Inc. account.

2. ORDERS

All faxed or e-mailed orders must be acknowledged to be considered received.

3. PRICE CHANGES

While every attempt will be made to forewarn our customers of impending price changes, please note that ***ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.***

4. TERMS OF SALE

Ross Racing Pistons, Inc. normal terms of sale are prepaid or COD. Accepted Pre paid payment methods are:

- A.** American Express
- B.** Visa
- C.** Master Card
- D.** Discover Card
- E.** Cashier's Check
- F.** Money Orders
- G.** Wire Transfers (a small fee of \$5.00 applies to each wire transfer)
- H.** Company Check (after approved application)

Qualifying W/Ds may receive terms of Net 10th Prox. on approval of credit. Ross' closing date is the end of the calendar month. All shipments invoiced and shipped from Ross Racing Pistons, Inc. prior to the end of the month must be paid by the 10th of the following month. Any outstanding balance must be paid by the end of the month to avoid delinquency.

Credit memos will be deducted from the gross amount due. Monthly statements will provide a complete listing of the account.

All costs, charges, and other fees related to export shipments and/or letters of credit shall be borne by the customer.

Checks returned, for any reason, will be assessed a \$25.00 fee.

DEALER TERMS & CONDITIONS

5. CREDIT HOLD

Any account with one or more invoices remaining unpaid 30 days (unless terms are different) from the due date (end of prior month), will be placed on credit hold until the entire account is current.

6. FREIGHT POLICY

All shipments will be shipped UPS unless customer specifically requests another carrier and supplies all pre-payment and scheduling. Ross Racing Pistons, Inc. will not be liable for any freight charges on shipments that a customer has specifically requested the carrier.

7. DROP-SHIPMENTS

All Drop-Shipments will be charged a service fee of \$10.00 per order.
(Unless shipment is shipped to pre-approved warehouse locations)

- A.** C.O.D.'s are not accepted for Drop Shipments as well as orders requiring freight shipment from an LTL carrier.
- B.** Ross Racing Pistons, Inc. will not be held responsible for Drop-Shipments sent to an incorrectly supplied address.

8. CLAIMS AND RETURNS

All returns must have prior permission and assigned a Returned Goods authorization number. This number must be clearly printed on the outside of the box. All products must be in new condition in the original packaging. Freight Collect shipments will be refused. A 20% restocking fee may be charged to cover handling on all returns of stocked merchandise. Upon our receipt of authorized returns, please allow for 1-2 days processing for credits and or replacement orders to be processed. Please contact customer service for more information on returning an item at 310-536-0100.

Buyer is deemed to have accepted the products unless notice of rejection or error is given within a reasonable amount of time, which is agreed to be within seven (7) days after receipt of product. Buyer waives any right to invoke rejection of failure of acceptance thereafter.

Claims of damage or loss in transit must be made immediately upon receipt of package or non receipt of merchandise.

Returned products must be in "as new" condition. Product which is "nicked, scuffed, scratched, dinged" or in any way damaged will not be accepted for return.

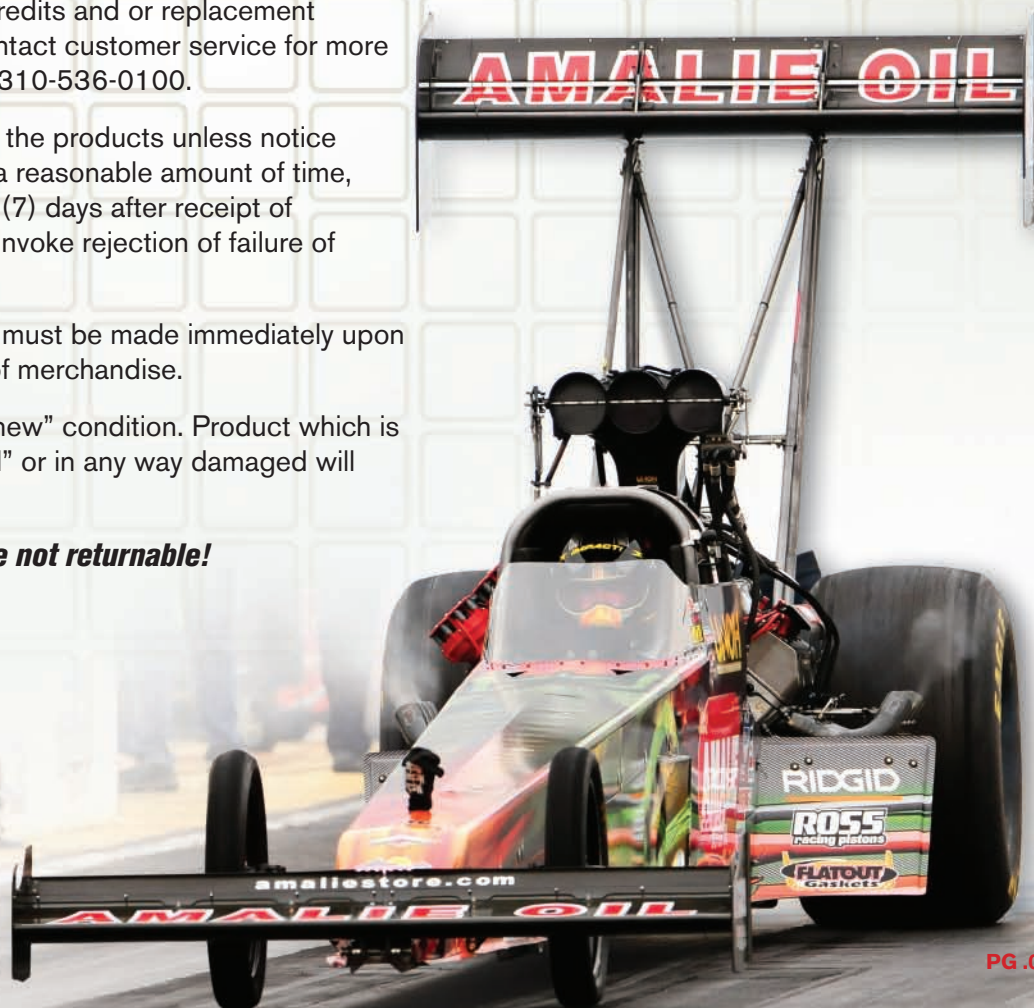
Special order or custom items are not returnable!

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9. STOCK ADJUSTMENTS

Stock adjustments are allowed totaling 3% of the prior years' sales. No offsetting order is required. Stock adjustments will be assessed a 20% restock fee on the amount exceeding 3% of the prior years' sales.

- A.** Stock adjustments will be completed via credit memo, to be applied against future purchases, no checks will be issued. Credited amounts cannot be applied against current payables.
- B.** Returned products must be in "as new" condition. Product which is "nicked, scuffed, scratched, dinged" or in any way damaged will not be accepted for return.
- C.** Adjusted product must be listed in the current Ross Racing Pistons, Inc. catalog. Discontinued product is not eligible for restock.
- D.** Stock adjustments must be requested in writing along with a summary of the items and associated invoice numbers for those items.
- E.** No stock adjustments will be allowed for items and or invoices beyond 18 months of the date the stock adjustment is requested.

10. MAIL ORDER/INTERNET ADVERTISING POLICY (MAP):

Our price structure allows for a fair profit to Warehouse Distributors and Jobbers, and we are fully intent on maintaining that structure. Ross Racing Pistons, Inc. will continually monitor advertising to confirm compliance.

It is our desire, within this policy, to ensure our Warehouse Distributors and Jobbers have a healthy margin of profit while protecting all of our customers, and to preserve the integrity of our company.

It is the requirement of Ross Racing Pistons, Inc. that all Jobbers, Engine Builders Warehouse Distributors, and Mail Order Companies advertise all Ross Racing Pistons, Inc. products, in all publications, including your own, all internet and websites that do not require login and password including EBay sales, no lower than "Racer" - 10% as published by Ross Racing Pistons, Inc.. Further, prices published in all trade only publications, including our own, may reflect no pricing lower than "Jobber". This caveat does not apply to any publication intended for dissemination to retail accounts.

If lower than prescribed prices are published, the violating distributor may lose their buying status and not be eligible for discounts. In addition, we will remove those customers from our warehouse referral system.

11. AGREEMENT TO TERMS AND CONDITIONS:

We assume that you indicate your agreement with these terms and conditions by entering into a business arrangement to purchase product from Ross Racing Pistons, Inc.

12. CHANGING TERMS AND CONDITIONS:

As conditions change in the marketplace, it may become necessary to modify our terms and conditions. Therefore we reserve the right to make changes to these terms and conditions without notice. We will attempt to inform our customers via email or by mail as to any significant changes as soon as possible.

13. SPECIAL NOTICE:

Ross Racing Pistons, Inc. reserves the right to, at any time or without prior notification or liability, change or improve the design of any product, add products or discontinue products. Any such acts will not give rise to an obligation to accept returns of (except those returns specifically provided to herein) or to update the design of any such prior products.

ROSS RACING PISTONS DEALER APPLICATION



ROSS RACING PISTONS

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NOTES

Date: _____

Company Name: _____

Billing Address: _____

Shipping Address: _____

Phone: () _____ Fax: () _____

Type of Business: _____

At Present Location Since: _____ Year Established: _____

Accounts Payable Supervisor's Name: _____

Please Check Terms For Which Merchandise Bills Are Usually Paid:

() Discount () 30 Days () 60 Days () 90 Days () _____

If collection becomes necessary, I agree to pay all court costs, legal fees plus interest at 18% per month from past due date and/or collections fees. I authorize the references listed below to release credit information.

Owner's Name: _____ X _____

(print or type)

(signature)

Please list five racing component manufacturers from which you are currently Open Account or COD-Company Check Okay. Please give five complete phone and fax numbers. *Applications that are submitted incomplete will not be processed. PLEASE PRINT CLEARLY.

1. _____ () _____ - _____ () _____ - _____
(Company Name) (Phone) (Fax)

2. _____ () _____ - _____ () _____ - _____
(Company Name) (Phone) (Fax)

3. _____ () _____ - _____ () _____ - _____
(Company Name) (Phone) (Fax)

4. _____ () _____ - _____ () _____ - _____
(Company Name) (Phone) (Fax)

5. _____ () _____ - _____ () _____ - _____
(Company Name) (Phone) (Fax)

Bank References: (Complete Address and Fax #) _____

Commercial Checking Account # _____