



## DEALER PROGRAM APPLICATION

Thank you for your interest in becoming an authorized Accufab Dealer. Please complete, sign and email this application along with a copy of your **business license** to [accufaborder@gmail.com](mailto:accufaborder@gmail.com). Once approved, we will email the current price list. If you have any questions, please call us Monday through Friday 8am to 4:30pm PST at 909-930-1751.

**If your business has a California Resale Number for Sales Tax:** In addition to the above please fill out & sign the California Certificate of Resale form located on page 3.

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↑ Business Name

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↑ Street Address

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↑ City

↑ State

↑ Postal Code

↑ Country

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

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↑ Owner(s) of Business Name(s) & Email Address

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↑ Main Contact Name & Email (if different than above)

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↑ Accounting Contact Name & Email (if different than above)

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↑ Website URL

The following employees of the applicants company are permitted to send Purchase Orders:

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## DEALER PROGRAM POLICIES

**Initial Purchase (BUY-IN):** \$2,000.00 for Jobber (JOB) Buy-in or \$4,000.00 for Warehouse Distributor (WD) Buy-in. The initial pricing level will be valid for one year from date of first invoice. The minimum annual spend is \$2,000.00 for Jobber or \$4,000.00 for WD to maintain dealer status. Dealer Program is not transferable to new owners or entities.

**Buy-in Options:** Dealer may purchase product(s) totaling the JOB/WD Buy-in. Or, dealer may place a credit on file to fulfill the Buy-in requirement without ordering actual product. This credit will remain on file until funds are depleted and applied against future invoices. Or, dealer may work their way up to the desired Buy-in by accumulating Retail and/or Jobber purchases within a 6 month period from first invoice date. Once these purchases total the desired buy-in dealer pricing will continue as noted above.

**Payment Policy:** We accept Visa, MasterCard, Discover or American Express. We do not offer terms to any dealers.

**Minimum Advertised Price (MAP) Policy:** MAP is 10% below MSRP. Advertising below this threshold is prohibited. Violation of the MAP policy is grounds for termination at Accufab's sole discretion.

**Shipping Policy:** We utilize FedEx for all shipments. Shipments are insured and require a signature if valued over \$500.00. All shipping & insurance costs are billed directly to the dealer by Accufab at time of shipment. However, we can use a dealers FedEx shipping account but please make arrangements to do so prior to shipping.

Also, we accept other carriers prepaid shipping labels. These can be sent via email with clear instructions on the PO. In addition, Accufab offers drop-shipping within the Continental USA only. The dropship fee is an additional \$10.00, plus regular shipping costs. When using a dealers shipping account OR utilizing Accufab's drop-shipping service, ALL claims for lost or stolen packages will be the responsibility of the dealer.

**Return Policy:** All sales are final and may not be returned for any reason without prior authorization. We only accept authorized returns of unused, uninstalled, brand new items. All authorized returns are subject to inspection and a 20% restocking fee. Shipping costs are not refundable. Authorized Returns must be received within 60 days of invoice to be eligible for a refund or credit. All special orders and custom orders are non-refundable. If you would like to return or exchange an item, please call or email for prior authorization.

**Group Purchasing Organizations:** Accufab does not approve of group purchasing organizations. If a dealer account is found to be purchasing within a GPO, Accufab will terminate the dealer status immediately at its sole discretion.

**Basic Warranty:** All merchandise has a limited thirty (30) day warranty from date of shipment to the original purchaser. Merchandise is warranted to be free from any defects in materials and workmanship. Credit, repair or replacement of products under the warranty period is predicated upon Accufab's inspection of the merchandise. Accufab's decision regarding any credit, repair or replacement will be final.

**Disclaimer:** Accufab products are intended for high performance use, and as such, are not legal in the state of California (and many other states) on pollution controlled motor vehicles driven on public streets or highways. The purchaser assumes all responsibilities and liabilities as to how and where the product is used. In addition, Accufab will not assume any responsibility or liability whatsoever for any damages to any part of the engine or vehicle, caused by the use of Accufab products. Accufab cannot control how these products are used, or under what conditions they are used, or what applications they are used for, and therefore, will not be held responsible or liable in any way, shape or form, for any damages, monetary or otherwise, that could conceivably be caused by the products use.

All policies are subject to change without notice. All prices are subject to change without notice. Please see our website for complete list of Terms & Conditions. Furthermore, this agreement may be terminated at Accufab's sole discretion if a dealer is not acting in good will.

I HAVE READ THE ACCUFAB POLICIES AND I AM IN AGREEMENT WITH THE ABOVE CONDITIONS.

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↑ Business Owner Signature

↑ Business Owner Printed Name

↑ Date

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↑ Business Owner Signature

↑ Business Owner Printed Name

↑ Date

## California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid California seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from Accufab, Inc of the item(s) I have listed in paragraph 5 below.

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

BUSINESS NAME

\_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF BUSINESS

\_\_\_\_\_

TELEPHONE NUMBER

(      )

DATE