

2658 Pacific Park, Whittier, CA 90601 phone: 877-488-1369

Company Name:	
Phone:	Fax:
D.B.A. (Doing Business As):	
Address:	
City:	State: Zip:
Business Type (please circle): Corporation	Partnership Proprietorship
Date Established:	
Fed. ID# or State ID#:	
Resale #:	
Principal Officer(s):	
Authorized Buyer(s):	
Website:	Email:
Current BMX Lines Carried: (circle all th	<u>at apply)</u>
Haro Full Factory Kink GT S&M/FI	Г Cult Sparky's Eastern Other
Credit Card Info: (Any order without cred	
Credit Card #:	CVC:
	Expiration Date:
Name Appears on the Card.:	
Card Billing Address:	

## **Terms & Conditions:**

City:

180 Distribution is available to everyone, however a \_\_\_\_\_\_ (for office use only) mile radius protects Volume dealers with an active account. Better dealers may receive larger territories based on approval. If there is an existing Volume dealer within 5 miles of you, you may be denied all Volume products, BUT will be allowed all other products available through 180 Dist. (Demolition, Resist). All first orders must be over \$100. After that, there is a \$50 minimum for all orders. All orders are sent COD or prepaid by either Visa or Mastercard. There is a \$25 fee for all returned checks. No terms are given at this time. Terms are available upon request and pending approval after a 3-6 month period. 180 Distribution items have minimum pricing, if you do not keep stock items at or above minimum pricing, your account will be terminated. To keep Volume territory you must order 10 bikes and at least \$5000 in annual sales.

State:

Zip:

## **Personal Guarantee:**

By signing below you are personally bound by Local, State, and Federal laws to pay any outstanding money due to Volume Bike Corp within the invoice terms. If not paid then all action will be taken against you personally but not limited to collection agency, police and warrants for your arrest. It is a federal offence to bounce a check. Any fees above the invoice price associated with any above actions on top of the \$25 returned check fee will be the responsibility of the person signing below.

Signature of Applicant.:		
Print Name:	Title:	
S.S.#:	Date:	
Office Use Only:		
Approved By:	Date:	

## **Sales Policies**

Selling a bicycle and bicycle parts is a great responsibility and creates the potential for liability. 180 Distribution dealers are responsible for final assembly and inspection of bikes, properly fitting the customer to the bike, and instructing them on safe use of each and every complete 180 Distribution bike & part they sell. These policies are effective as of May30, 2015.

## **Business Hours**

M-F 8:00 - 11:30AM 12:30 - 4:00PM (Pacific Time)

Contact Us – 2658 Pacific Park, Whittier, CA 90601; Phone # 877-488-1369; E-mail – info@180dist.com

**Pricing** – Although our price list is updated as often as practical, prices are subject to change without notice. Please contact your Sales Representative to confirm current price, or by logging into 180dist.com for current pricing.

**180 Dist.'s Control of Product** - 180 Dist. has the legal right to unilaterally cease sales of 180 Dist. brand products at any time and for any reason, without prior notice to the dealer. 180 Dist. has unilaterally determined that it will cease to sell 180 Dist. brand products to dealers who choose to advertise these products at prices below 180 Dist.'s suggested MAP, or are in violation of our other policies.

**No Tattling** – MAP has been set unilaterally by 180 Dist., and cannot be the subject of negotiation or discussion with any dealer. It is our obligation to enforce this policy uniformly and fairly, and we must do so on our own. We cannot and will not accept any information from any dealer about prices being charged by another dealer or about possible violations of our policies by another dealer. Please do not call us or send us email about prices being charged by another dealer.

Ordering – Orders can be placed by phone, fax, and internet through logging into 180dist.com's B2B site.

**Terms** – We accept MasterCard & Visa. You can also pay with a Certified Check, Cashiers Check, or Money Order. We can also ship your order C.O.D. as long as your account is within good standing. Ask your Sales Representative if you qualify for net 10-30 day terms.

**International Orders** – All international orders require pre-payment in full for merchandise and freight. All customs duties, tariffs, and other fees are the sole responsibility of the consignee.

**Shipping** – All shipments will be sent via United Parcel Service (UPS) unless chosen otherwise by purchaser through our online website options and with our approval. UPS will only deliver to street addresses, not P.O. boxes. If you require another method of transportation, YOU must make arrangements with your freight forwarder and provide us with the local contact person's name, phone number, and address. Please contact us concerning shipments requiring truck or air freight, and shipments via U.S. Postal Service. Any orders placed on net terms must be paid on time or any discounts and/or shipping incentives applied will be void, plus a 1.5% fee of the remaining total per day past the due date will be added.

**Returns** – Authorization from 180 Distribution (Volume / Demolition / Resist) must be obtained before returning any merchandise, or the package will be refused. This includes mis-ships. A 20% restocking charge or a \$25.00 fee (whichever is greater) is assessed on returns due to customer error. Refunds will not be issued if merchandise has been damaged in handling, returned transit, or used.

**Cancellations/Refused Shipments** – Orders cancelled at the customer's request are subject to charges equal to the cost incurred by 180 Distribution (Volume / Demolition / Resist). Shipments returned by freight carrier as undeliverable, refused, non-payment, not in on three delivery attempts, etc. will result in the customer's account being "frozen" until all charges due are paid in full.

**Backordered Parts** – Every effort is made to keep sufficient stock on hand. Occasionally demand exceeds our production capabilities. In these instances customers have the option of remaining on the backorder list to insure they get what they need. Prior to your order being released for shipping an attempt will be made to contact you to verify the order. If paying with a credit card, your account will not be charged until after your order has been verified (unless the customer prefers otherwise and with 180 Dist.'s approval).

Product Descriptions - Actual products may differ from those shown in the catalog.

**Prohibited Sales Strategies** – 180 Dist. brands may not be listed, sold on or shipped through a 3rd Party web site like Amazon Market, Wal-Mart, Sears, eBay, etc. or any other site that functions as a third party market aggregator. 180 Dist. brand products may not be advertised or sold on an "auction" site. 180 Dist. reserves the right to restrict sales to any dealer who violates either the letter or spirit of this policy. These products may not be sold or offered in a way that in effect reduces the price below our minimum advertised price (MAP) unless approved by 180 Dist. prior. Dealers who use these promotional strategies must exclude 180 Dist. products from the promotion and clearly indicate that exclusion in their advertising.

Please sign and fax back to us along with dealer application.

date