



DEALER APPLICATION

Welcome!

Thank you for your interest in becoming a part of Forward Gear™!

We like to make it easy for you to do business with us, because that makes it easier for you to do business too. This application begins the process of setting you up as an authorized dealer. We appreciate that some of the information we ask for might be sensitive or proprietary, therefore, the information submitted in this application will be considered confidential and will only be used to the extent required to complete the application process and to process future transactions.

Becoming an Authorized Dealer

To be considered for approval, you must submit the following:

- Completed dealer application
- Photocopy, digital copy, or official online listing of state resale certification
- If online only retailer: Commerce website address/merchant ID (e.g. eBay® user name)
- If physical storefront: Photographs of storefront/store interior (website link(s) ok)

Payment Terms

Unless other arrangements are made, Forward Gear processes payment when orders are placed (i.e prepaid). Acceptable forms of payment include credit cards and PayPal accounts. To arrange credit terms, please complete and submit a Forward Gear Credit Application. Forward Gear will not ship COD.

Prepaid orders receive a 2% discount.

Thanks again!

If you have any questions, please contact us at (512) 353-GEAR (4327) or apply@forwardgear.biz.

Once the application is completed, you can send it to us via fax at (512) 353-4329, or email it to apply@forwardgear.biz.



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Tell us a little bit about the company...

Company Name _____

Address _____

City _____

State _____

Zip _____

General Phone _____

Fax _____

General Email _____

Federal Tax ID/Principal's SSN _____

State Resale ID _____

Primary Website _____

Does the company participate in online commerce (actual online payment acceptance)? Y / N

What industry (industries) does the company do business in?

Automotive Motorcycling ATV Watercraft Snowmobile Other _____

What is the business "type"?

Franchise Dealer Independent Dealer/Shop Parts and Accessories Retailer (Physical store)
 Online/Mail Order Parts and Accessories Retailer (Only or in addition to a physical store)

Please list the vehicle franchises and/or primary brands that you carry:

1. _____

5. _____

2. _____

6. _____

3. _____

7. _____

4. _____

8. _____



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Tell us a little bit about the primary person responsible for communicating with Forward Gear ...

Name _____ Title _____

Phone _____ Ext. _____ Email _____

Forward Gear asks that all orders be prepaid, unless you apply for and receive credit terms. We prefer that you provide payment information now, otherwise we issue an invoice at time of order...

Payment Type

Credit Card PayPal Other _____

Account Number/ID _____

Expiration Date (if applicable) _____ CVV (if applicable) _____

Is there anything else you'd like us to know?

Acceptance of Terms

The undersigned does hereby accept the Terms and Conditions, as specified in this document (following). Forward Gear LLC may modify the Terms and Conditions without releasing the undersigned.

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

Guarantor _____



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Terms and Conditions

Order Fulfillment

Orders are filled “first come, first served” as quickly as possible, with consideration for factors such as backlog, inventory, and business hours. Items unavailable at the time of the order will be placed on backorder status. Once availability is determined, dealer will be notified of the estimated backorder release date. Dealers may cancel a backorder or unshipped order at any time.

Shipping

Unless otherwise specified, orders will ship via a carrier (e.g. UPS®) and at a service level (e.g. Ground) selected by Forward Gear. Dealers may specify a carrier preference and/or service level, however, such specification may affect the cost of shipping. Forward Gear accepts no responsibility for loss, damage, or delay once items are FOB shipping point.

Freight Allowance

Orders over \$500 will ship freight prepaid (carrier and service level determined by Forward Gear). If a carrier or service level is specified by the dealer, the prepaid freight charges will be deducted from the final freight fee, if higher.

Damage Claims

Damage incurred during shipping is the responsibility of the carrier. Damage claims should be processed between the dealer and the carrier. Forward Gear will assist in the claim process as possible and will attempt to expedite shipment of replacement items.

Returns

Returns are accepted in any condition, at any time. Returned items will be inspected and credit issued as per the following schedule:

Condition	Credit
As-new in original packaging	100%
In original packaging, not as-new, resalable	50%
No packaging, as-new	50%
No packaging, not as-new, resalable	25%
Not resalable	0%

Return shipping is the responsibility of the dealer. Credit is issued in the form of a Forward Gear account credit, unless otherwise arranged.



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Recommended Retail Price

The Recommended Retail Price (RRP) for items is intended to encourage a profitable sale within the realities of the marketplace. RRP does not reflect or include incidental costs such as freight, taxes, or other dealer/retail costs. Actual retail prices may vary. RRP is subject to change without notice.

Minimum Advertised Price

The Minimum Advertised Price (MAP) floor is 10% below the Recommended Retail Price (RRP). If an advertised price falls below this floor, the offending dealer risks revocation of authorized status.

Wholesale Price

The Wholesale Price is the standard price charged to authorized dealers (independent of discounts).

Discounts

Forward Gear is conscious of the dynamic and aggressive retail environment. We research "book" and "street" prices for comparable or identical products, and establish pricing intended to help our dealers remain profitable and competitive. However, to provide additional opportunity to build profit, we offer the following discounts:

- Prepaid orders receive a 2% discount.
- Orders placed on credit terms receive a 2% discount if paid within 10 days of the invoice date.

Dealers that meet certain order levels receive discounts as per the following schedule:

Order Level	Discount
\$2,500 to \$14,999.99	2%
\$15,000 to \$29,999.99	5%
\$30,000 to \$49,999.99	10%
\$50,000 +	Negotiated discount %

Single orders that meet any of the above levels will receive the associated discount.

Every six month period ending in March and September, Forward Gear reviews each dealer's cumulative order total. If the total falls into any of the above levels, the associated discount will be applied to all orders placed in the following six month period.

Order level discounts do not apply to items already discounted due to promotional pricing, closeout status, or other price reduction mechanism.



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Warranty

Forward Gear prides itself on the quality of the products in the Forward Gear family and is committed to supporting those products with prompt warranty attention. If an item needs to be returned due to a warranty issue, the dealer must complete and submit a Warranty Claim Form. Once qualified as a warranty issue, a Warranty Claim Number will be issued. Items returned for warranty reasons must be accompanied by their claim number.

Forward Gear shall use our best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty the repair or replacement of goods that may prove defective in material or workmanship. The foregoing constitutes the exclusive remedy of the buyer and our sole obligation. 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.

General

- a) These terms govern all transactions with Forward Gear, and may not be deviated from except with prior written consent.
- b) Forward Gear 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.
- c) Manufacturer(s) are solely responsible for any damage to person or property arising from the use of its products. Forward Gear accepts no liability for such damages.
- d) Forward Gear shall not, under any circumstances, be liable for any labor charges without prior written consent.
- e) A counterpart of this document delivered by electronic transmission shall be deemed an original counterpart for all purposes.
- f) Forward Gear reserves the right to change these terms, and any other terms, conditions, policies, pricing, or procedures at any time, without notice.



CREDIT APPLICATION

If you wish to establish net payment terms for orders placed with Forward Gear, please complete and submit this Credit Application and send both via fax or email to (512) 353-4329, or apply@forwardgear.biz. Information in this application will be considered confidential and will only be used to the extent required to complete the application process.

Accounts Payable Contact Information

Name

Phone

Fax

Email

Business Entity Information

How is the business structured?

Sole Proprietorship Partnership LLC Corporation Other _____

How many years has the business been in operation under the current structure?

If the business is a sole proprietorship, we'll need to know the following...

Principle's Name

Home Address

City

State

Zip

Home Phone

Email

Social Security Number

License #

State Issued



CREDIT APPLICATION

Trade References

1.

Company Name

Recommended Contact Person

Phone

Email

2.

Company Name

Recommended Contact Person

Phone

Email

3.

Company Name

Recommended Contact Person

Phone

Email



CREDIT APPLICATION

Bank Information

Bank Name _____

Address _____

City _____ State _____ Zip _____

Recommended Contact Person _____

Phone _____ Email _____

Account Number _____

Credit Requested

Amount of Credit Desired in USD _____ \$

Typical Annual COGS (Total Business) in USD _____ \$

Typical Annual Parts/Accessories COGS in USD _____ \$



CREDIT APPLICATION

Credit Terms

Standard terms are 2% 10, Net 30. Alternate terms may be arranged upon request. Account balances are payable in Austin, Travis County, Texas. Interest will be charged on past due balances at a rate not to exceed the maximum non-usurious interest rate or 1.5% per month, whichever is less. If collections and/or legal action is used to collect a past due account, Forward Gear shall be entitled to recover collections and/or attorney's fees and costs.

Guarantee

The undersigned does hereby unconditionally and personally guarantee all sums which may be owed to Forward Gear LLC whether said indebtedness is due now or hereafter incurred. This Guaranty is continuing, and shall apply to all indebtedness which applicant may hereafter incur, renew, or extend in whole or in part, with Forward Gear LLC all without notice to the undersigned Guarantor(s). Forward Gear LLC 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 Austin, Travis County, Texas. A counterpart of this Guaranty delivered by electronic transmission shall be deemed an original document and be valid for all purposes.

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

Guarantor

Guarantor
