

DEALER APPLICATION

I. BUSINESS INFORMATION:

COMPANY NAME: [CLICK HERE TO ENTER TEXT](#)

SHIP TO ADDRESS: [CLICK HERE TO ENTER TEXT](#)

CITY/STATE/ZIP: [CLICK HERE TO ENTER TEXT](#)

BILLING ADDRESS: [CLICK HERE TO ENTER TEXT](#)

CITY/STATE/ZIP: [CLICK HERE TO ENTER TEXT](#)

TELEPHONE: [CLICK HERE TO ENTER TEXT](#) FAX: [CLICK HERE TO ENTER TEXT.](#)

YEARS IN BUSINESS: [CLICK HERE TO ENTER TEXT](#)

OWNER/CONTACT NAME: [CLICK HERE TO ENTER TEXT](#)

E-MAIL: [CLICK HERE TO ENTER TEXT](#)

WEBSITE ADDRESS: [CLICK HERE TO ENTER TEXT](#)

II. BANK REFERENCES: (OPEN ACCOUNT ONLY)

BANK: [CLICK HERE TO ENTER TEXT](#)

ADDRESS: [CLICK HERE TO ENTER TEXT](#)

CITY/STATE/ZIP: [CLICK HERE TO ENTER TEXT](#)

TELEPHONE: [CLICK HERE TO ENTER TEXT](#) FAX: [CLICK HERE TO ENTER TEXT.](#)

III. TRADE REFERENCES: (OPEN ACCOUNT ONLY)

1. COMPANY NAME: [CLICK HERE TO ENTER TEXT](#)

ADDRESS: [CLICK HERE TO ENTER TEXT](#)

CITY/STATE/ZIP: [CLICK HERE TO ENTER TEXT](#)

TELEPHONE: [CLICK HERE TO ENTER TEXT](#) FAX: [CLICK HERE TO ENTER TEXT.](#)

2. COMPANY NAME: [CLICK HERE TO ENTER TEXT](#)

ADDRESS: [CLICK HERE TO ENTER TEXT](#)

<u>CITY/STATE/ZIP:</u> CLICK HERE TO ENTER TEXT
<u>TELEPHONE:</u>
3. <u>COMPANY NAME:</u> CLICK HERE TO ENTER TEXT
<u>ADDRESS:</u> CLICK HERE TO ENTER TEXT
<u>CITY/STATE/ZIP:</u> CLICK HERE TO ENTER TEXT
<u>TELEPHONE:</u> CLICK HERE TO ENTER TEXT
4. <u>COMPANY NAME:</u> CLICK HERE TO ENTER TEXT
<u>ADDRESS:</u> CLICK HERE TO ENTER TEXT
<u>CITY/STATE/ZIP:</u> CLICK HERE TO ENTER TEXT
<u>TELEPHONE:</u> CLICK HERE TO ENTER TEXT <u>FAX:</u> CLICK HERE TO ENTER TEXT.

WHAT KIND OF BUSINESS (*check all that apply)

- *CAR BUILDER
- *INSTALLER
- *MANUFACTURER
- *RESELLER/RETAIL
- *WHOLESALE

APPLYING FOR DEALER LEVEL:

- "GOLD" LEVEL (\$7,500.00 BUY-IN)
- "SILVER" LEVEL (\$3,500.00 BUY-IN)

The undersigned hereby agrees to comply with the terms and conditions of the
Heidt's
Dealer Program:

Name of Dealer (Please print): _____

Signature

Date

Dealer Terms and Conditions:

General. All sales of automotive products or any other goods, products, merchandise or accessories (collectively, the "Products") by Heidt's Automotive LLC d/b/a Heidt's Hot Rod Shop ("Heidt's") to any purchaser ("Purchaser") will be subject to these Terms and Conditions. These Terms and Conditions may be updated by Heidt's at any time without notice to any party by posting the updated Terms and Conditions on Heidt's' website at <http://www.heidts.com>. No additional or other terms will be binding on Heidt's unless accepted in a writing signed by a duly authorized representative of Heidt's. These Terms and Conditions, along with any product listing, quantity, and pricing terms accepted by Heidt's, contain the entire agreement between Heidt's and Purchaser with respect to a transaction, and no course of dealing or usage of trade or actual course of performance will be relevant to explain or supplement any term used in these Terms and Conditions, and all different terms and conditions proposed by Purchaser or included in any purchase order are hereby expressly rejected. Any other oral agreement between the parties with respect to the subject matter hereof will be null and void.

Payment. Unless Purchaser is approved in advance by Heidt's for an open account, the following payment terms will apply: Orders paid by MasterCard, Visa, American Express or Discover will be shipped when payment is made, and the shipping costs and applicable taxes will be charged to the credit card and included on the invoice. Orders paid by check or money order may be held until the check or money order clears before shipping. Checks returned unpaid to Heidt's will be charged a \$25.00 handling fee. C.O.D. orders will be charged a \$10.00 per box charge added to the invoice. Any refused or undeliverable C.O.D. orders will require Purchaser to pre-pay on all future orders, and Purchaser will be charged for freight both ways. Purchaser will be responsible for all shipping, taxes, duties, tariffs or other fees.

Refused Shipments. Any expenses incurred due to a refused shipment will be billed directly to the Purchase that placed the order. Future shipments to Purchaser will not be made until Heidt's receives reimbursement for any resulting expenses from a refused shipment.

Warranty. Heidt's warrants each Product sold by Heidt's to be free from defects of materials and workmanship for a period of one year from the date of sale, provided that any such warranty will be voided in the event Heidt's determines that any failure was caused by any misuse, neglect, modification or improper installation or repair of the warranted Product. Heidt's' obligation under this warranty is limited to repair or replacement of the defective Product. Costs of removal and installation are not included. Except as set forth in this Paragraph or as may be otherwise agreed to in writing by Heidt's, no other affirmation of act or promise made by Heidt's, directly or indirectly, whether by words or action, will constitute a warranty. EXCEPT AS SET FORTH IN THIS PARAGRAPH, HEIDTS MAKES NO WARRANTY, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS SOLD TO PURCHASER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL HEIDTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND FROM ANY CAUSE ARISING OUT OF OR RELATED TO ITS PRODUCTS OR THEIR INSTALLATION OR THE USE OR INABILITY TO USE ANY OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF USE OR GOODWILL.

Warranty Returns. To make a claim under the warranty described above, Purchaser is required to return the defective Product to Heidt's, unless otherwise agreed in writing by Heidt's. Prior to returning any such Product to be assessed for defect by Heidt's, Purchaser is required to contact Heidt's to obtain a Return Goods Authorization (RGA). The Product must be shipped to Heidt's freight prepaid. If the Product is returned within a period of 13 months from the date on which the Product was shipped by Heidt's and is deemed to be defective by Heidt's, Heidt's, at its option, will (i) repair the Product, (ii) replace the Product or (iii) provide the Purchase with a full or partial credit towards the purchase of other Products. Heidt's will have no obligation under any warranty if Heidt's determines that the cause of failure was not due to a defect of material or workmanship, or if the failure was caused by misuse, neglect, modification or improper installation or repair of the warranted Product. In such an event, the Product will be returned to Purchaser at its expense.

Back Orders. Product listings in Heidt's' catalog do not imply in-stock availability. If a Product is out of stock when Purchaser places an order, Heidt's will fill the order as soon as reasonably possible when the Product becomes available, unless other arrangements

have been made with Heidt's. In the event of shortage of Products (or the materials with which Products are produced), Heidt's may allocate Products among its customers in any manner it may, in its sole discretion, determine.

Manufacturer's Rights Retained. Heidt's reserves the right to make changes in design or to make additions to or improvements upon any of its Products at any time without notice and without incurring any obligation whatsoever to install the same or improve upon Products previously manufactured.

Claims for Damage or Shortage. All shipments will be F.O.B. Heidt's' shipping point. Upon delivery by Heidt's to a carrier for shipment of Products to Purchaser, risk of loss will pass to Purchaser and the carrier will be deemed to be acting for and on behalf of Purchaser and the terms of payment for the Products will not be affected by damage to or destruction of the Products. Any claims for damaged or lost Products are to be made to the freight carrier. Any claims for shortage of Products (other than lost items) must be made to Heidt's within 30 days of shipping.

Return Merchandise. Products may be returned only with the consent of Heidt's. Prior to returning any Product, Purchaser must contact Heidt's to obtain a Return Goods Authorization (RGA). Products accepted for return are subject to a 15% restocking charge. All Products approved for return must be shipped freight prepaid. Products that have been used, altered, incomplete or are in other than "new condition" will not be accepted for return. No returns will be accepted more than 30 days after the date of shipping.

Force Majeure. Heidt's will not be responsible for any delay or failure of performance if such delay or failure is directly caused by a catastrophic natural disaster, war, act of terrorism, act of God, act of governmental authority, internet or electrical outages affecting Heidt's, sabotage, strikes, fire, explosion, sudden and unanticipated shortage of supplies, riots or civil disorder.

Choice of Law; Jurisdiction. The validity and interpretation of these Terms and Conditions and any purchase order will be governed and construed according to the laws of the State of Illinois, without giving effect to principles of conflicts of laws. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. By submitting an order for Products, Purchaser expressly consents to the exclusive jurisdiction of the state and federal courts located in Chicago, Illinois for any lawsuit arising from or relating to any transaction to which these Terms and Conditions apply.

Waiver of Jury Trial. PURCHASER HEREBY IRREVOCABLY WAIVES (A) THE RIGHT TO TRIAL BY JURY AND (B) THE RIGHT TO INTERPOSE ANY AND ALL COUNTERCLAIMS IN ANY ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR PERTAINING TO ANY TRANSACTION GOVERNED BY THESE TERMS AND CONDITIONS.

Severability. If any term or provision of these Terms and Conditions or any application thereof is deemed to be invalid or unenforceable, the remainder of these Terms and Conditions will not be affected thereby.

Pricing. All Product prices set forth on Heidt's' website, in any Heidt's' catalog or quoted by any Heidt's representative are subject to change without notice.

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