

# *Kingpin Cycles*

Innovative designs manufactured in the USA

## DEALER PACKET

<b>NAME:</b>	<b>DATE:</b>
<b>CONTACT:</b>	<b>TERMS:</b>
<b>PHONE:</b>	<b>CREDIT:</b>
<b>FAX:</b>	<b>CP</b>

### WELCOME TO KINGPIN CYCLES

We would like to welcome you, and thank you for joining the Kingpin Cycles team. We are committed to providing riders with accessories of the highest quality, innovative styling and excellent performance for their motorcycles. We are also committed to providing superior customer service and support, and maintaining a name of trust and confidence within the accessory market.

We are continually using customer feedback to improve upon existing products and create new ones. We are working hard to expand that product line to afford riders more options in their quest to build the bike of their dreams. We believe that you the dealer provide an excellent service to those riders when you offer them aftermarket parts which allow them to add their own character and look. You may also provide them installation services which will not only increase your own sales, but allow customers the peace of mind to know that their parts were professionally installed. To most riders, their bikes are more than just a means of transportation; they are an expression of themselves, their passion for life and its experiences. We hope that we can be a part of that journey.

Our products are manufactured using the most sophisticated technology and tooling available. All techniques are tried and true, and of top industry standards. We pride ourselves on standing behind our products and doing whatever we can to make sure that customers are completely satisfied. We want you as a dealer to feel confident when you sell your customers Kingpin Cycles parts.

Thank you, and Welcome!

Kingpin Cycles

**GUARANTY OF PAYMENT AND PERFORMANCE**

THE UNDERSIGNED GUARANTOR (S) hereby guarantee(s) the prompt payment and performance of all obligations of Applicant to Creditor. Guarantor(s) are executing this Guaranty for the purpose of inducing Creditor to extend credit to Applicant. Guarantor(s) have an economic or other substantial interest in Applicant, either directly or indirectly, and Guarantor(s) acknowledge(s) that Creditor may rely on this Guaranty in extending credit to Applicant. All terms and provisions of the foregoing application are incorporated herein and made a part of this Guaranty.

**GUARANTOR**

Name (print): _____	Signature: _____
Phone Number: _____	Fax Number: _____
Address: _____	
City: _____	State & Zip Code: _____

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Phone Number: _____	Fax Number: _____
Address: _____	
City: _____	State & Zip Code: _____

# DEALER TERMS AND CONDITIONS

Kingpin Cycles strives to always help dealers achieve success. We hope that this relationship is one which benefits both parties, and ultimately serves the rider. We currently have three different programs;

## **Stocking Dealer**

**35% from MSRP**

Stocking Dealers receive the maximum discounts off of Manufacturers Suggested Retail Price. Stocking Dealers may receive Special Promotional prices and materials during certain events. Stocking Dealers also may receive discounted or free advertising and or promotion through the company's website or ad campaigns. Stocking Dealers may receive referrals from inquiries made directly to Kingpin Cycles. Stocking Dealers have a minimum initial order of \$ 500.00

## **Shipping and Handling**

## **Non-Stocking Dealer**

**20%from MSRP**

Non-Stocking Dealers receive 18% off of Manufacturers Suggested Retail Price. Non-stocking dealers may receive referrals from inquiries made directly to Kingpin Cycles.. The minimum order thereafter is \$ 100.00. In order to convert from a Non-Stocking Dealer to a Stocking Dealer, you must have a minimum 3 consecutive months of orders of \$500.00 or more.

All Shipping costs are the responsibility of the buyer. Kingpin Cycles will work within reason, with the buyer's carrier

## **Direct Sales\***

**Full MSRP**

To encourage customers to patronize our dealers, Kingpin Cycles only sells directly to Non-Dealers at full MSRP, plus applicable sales tax, shipping and handling. Kingpin Cycles does not operate a retail store front, nor offer installation services. Kingpin Cycles encourages all motorcycle enthusiasts to visit their dealers and distributors to receive the best prices, installation and service for their Kingpin Cycles parts.

of choice.

## **Taxes**

All Re-seller information must be on file and up to date in order to avoid paying sales tax at time of sale. For orders which are not exempt from sales tax, sales tax must be collected at time of payment.

## **Payments**

Payments must be made within approved terms. Direct Sales (Non-Dealer) must be paid prior to shipping.

## **Returns**

Kingpin Cycles will exchange any parts which are found to be a manufacturer's defect. Items which are still in their original packaging and in sellable condition will incur a 15% re-stocking fee for processing. Items which are opened, have not been installed, and are found not to be defective will incur a 20% re-stocking fee. Shipping and Handling are non-refundable. COD shipments will not be accepted.

## **Products**

Kingpin Cycles self performs and out sources various functions including manufacturing, R & D, design and operations. Dealers agree that they will not directly contact nor seek services of Kingpin Cycles vendors for any products which now, or may in the future compete directly or indirectly with Kingpin Cycles for a period of not less than two years from end of dealer relationship. Kingpin Cycles is resolved to protecting its ability to operate. We maintain a professional relationship with our customers and vendors, and hope that our dealers do the same.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* Statements do not take into account sales of imperfections, returns, closeouts, special circumstance or otherwise non-stockable items. Terms and conditions may change without notification.

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## DEALER APPLICATION

***Please Return Completed Application via Fax: Kingpin Cycles (714) 257-9199***

### GENERAL INFORMATION

Today's Date: _____	
Please Check One Box: <input type="checkbox"/> Corporation (in which state?) _____	
<input type="checkbox"/> Partnership	
<input type="checkbox"/> Sole Proprietor	
<input type="checkbox"/> Limited Liability Co.	
Company's Legal Name: _____	
Trade Styles: Internet Retailer _____ Retail Store _____ Chain _____ Distributor _____	
Type of Business: _____	Principal Product: _____
Fields You Service: Metric _____ Custom _____ HD _____ Other ( _____ ); _____	
Company Address: _____	
City: _____	State & Zip Code: _____
Phone Number: _____	Fax Number: _____
Federal Tax ID #: _____	Year Established: _____
Company's Website: _____	Credit Requested: \$ _____
Name of Principal / Officer	Title

### BILLING INFORMATION

A/P Contact Name: _____	Email Address: _____
Phone Number: _____	Fax Number: _____
Billing Address: _____	
City: _____	State & Zip Code: _____

For Kingpin Cycles Information Only. Please Do Not Write In		
Approved Credit Amount	Date	Authorized By

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## BANK REFERENCES

Bank: _____	9 Digit ABA #: _____
Contact: _____	Account Number: _____
Address: _____	
City: _____	State & Zip Code: _____
Phone Number: _____	Fax Number: _____
Signature Authorizing Release of Account Information: _____	
Please Print Name Clearly: _____	

## TRADE REFERENCES

Goods/Services Purchased: _____	
Contact: _____	Email Address: _____
Phone Number: _____	Fax Number: _____
Address: _____	
City: _____	State & Zip Code: _____

Goods/Services Purchased: _____	
Contact: _____	Email Address: _____
Phone Number: _____	Fax Number: _____
Address: _____	
City: _____	State & Zip Code: _____

Goods/Services Purchased: _____	
Contact: _____	Email Address: _____
Phone Number: _____	Fax Number: _____
Address: _____	
City: _____	State & Zip Code: _____

**Reseller Information Must Be Provided Or Sales Tax Will Be Charged On All Sales. Please attach Copy of Permit!**

Reseller License #: _____	Issuing State: _____
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The information provided to Kingpin Cycles on this application by the Applicant and any other information provided to Kingpin Cycles, including any financial statements, is warranted to be accurate, complete and true, and shall be the property of Kingpin Cycles. Kingpin Cycles is authorized to investigate the Applicant's credit history. All information will be held in strict confidence and be used solely for the extension of trade credit.

Invoices are due and payable upon terms authorized by Kingpin Cycles after the credit application process. If any payment is received by Kingpin Cycles more than 15 days after the term dates, then Applicant shall pay to Kingpin Cycles a late charge equal to 7% of the original invoice payment. Applicant acknowledges and agrees that such late charge is not a penalty, but is a reasonable estimate of the cost of such late payment to Kingpin Cycles as well as the administrative burden and inconvenience caused thereby. In addition, Interest on unpaid invoices shall accrue and be payable by Applicant to Kingpin Cycles at the rate of ten percent (10%) per annum.

Any action or proceeding brought by Kingpin Cycles to enforce Applicant's payment obligations shall be brought in Orange County, California, which shall be the sole and exclusive venue for any such action or proceeding. Applicant hereby consents to the jurisdiction of any State or Federal court situated in Orange County, California.

If Kingpin Cycles engages legal counsel to collect any amounts due from Applicant, Kingpin Cycles will be entitled to recover all of its costs and expenses, including reasonable attorneys' fees, whether or not suit is initiated.

Applicant acknowledges and agrees that Kingpin Cycles and its subsidiaries; divisions and affiliates (collectively "Creditor") may utilize outside credit reporting services to obtain information on Applicant. In the event Applicant is/are individual(s), the signing of the application shall constitute authorization under the Fair Credit and Reporting Act to Creditor and its Agents to utilize consumer credit reporting agencies to provide reports on said individual(s) in order to permit Creditor to appropriately evaluate the extension of any business credit. This authorization will remain valid and enforceable until Applicant expressly revokes this authorization in writing and served on Creditor by registered or certified mail.

In accordance with the terms and conditions listed above, Applicant hereby authorizes Creditor to obtain commercial credit reports and to share this authorization, and any information contained therein.

This document authorizes information about Applicant's business banking accounts to be released to Kingpin Cycles.

**Company's Legal Name:** \_\_\_\_\_  
**Applicant's Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Applicant's Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract) because all or part of the applicant income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.