

# VIS Racing Sports Inc.

**TO: Potential Dealers**

**Number of Pages including this cover: 3**

**RE: Dealer Inquiry**

**To Whom It May Concern:**

**Thank you for your inquiry into our company. The following pages are to setup our wholesale purchasing. Please read the application thoroughly and fill out all required sections completely in the Dealer Information Form: (Uniform Sales, Terms and Conditions, Credit Card Holders Authorization Form and New Account Form). After completion, please email back. If any sections of this form are illegible, please contact us @ 626.968.8880. Thank You.**

## UNIFORM SALES & USE TAX CERTIFICATE – MULTIJURISDICTION

I certify, under penalty of perjury, that hold the appropriate and necessary local, state, and federal licenses and/or permits to purchase and re-sell tangible property; that I am engaged in the business of selling AUTOMOTIVE PARTS AND ACCESSORIES; that all of the property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by Sales and Use Tax Law to report and pay tax, measured by the purpose price of such property of other authorized amount.

Legal Business Name: \_\_\_\_\_ Wholesaler \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_ Retail \_\_\_\_\_

\_\_\_\_\_ Seller (California) \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Description of Business: \_\_\_\_\_

General description of products to be purchased from the seller: \_\_\_\_\_

State: \_\_\_\_\_ Sellers Permit: \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_

I further certify that if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address \_\_\_\_\_ Date: \_\_\_\_\_

Please provide current copy of an adequate proof of shop/location/business. Failure to include required documents would void this request for Dealer status.

# ViS Racing Sports, Inc:

## Terms and Conditions

### **PAYMENT TERMS**

Retail Customers: All orders must be prepaid by cash, certified check, money order, credit card (Master Card and Visa).

Wholesale Customers: All orders must be prepaid money order, certified check or credit card (Master Card and Visa). Prepayment made by company check will be held until it clears before merchandise can be shipped. This may take as long as 2 weeks for out-of-state customers. Each returned check will incur a \$35.00 fee.

*Vis Racing Sports, Inc do not offer any open account or term.*

Foreign Customers: All orders must be prepaid by bank wire transfer.

### **SHIPPING**

All orders will be shipped via the most economical method chosen by Vis Racing Sports unless otherwise specified by the customer prior to the date of shipment. UPS is the preferred method of shipment except in cases of oversized merchandise requiring the use of common carriers.

No COD will be offered as a payment method at any time.

### **SHIPPING DAMAGE**

Vis Racing Sports packs all merchandise carefully to prevent damage during shipments. Nevertheless, damage may occur occasionally in transit.

*You, as the recipient of products shipped from VIS, are required to inspect the contents of all packages during delivery. Should damages occur, you must accept the merchandise and note the damage and irregularities (such as crushed, torn, or broken packing) on the freight bill and have the driver sign it as verification. Please notify us within 24 hours to properly initiate the claim process. Delay notification will result in denial of any damage claims.*

In case of damage retain all cartons, packing materials and damaged merchandise for the carrier to inspect. Never refuse shipment or return it without approval since your right to make a damage claim may be denied.

After inspecting the damaged merchandise, the carrier will determine whether to pay for repair cost or replacement value of the damaged goods. Replacement value is not negotiable. It is the amount that you paid. Repair cost is a reasonable amount charged for the repair of the damage merchandise.

All disputes as to the settlement amount or manner should be addressed with the carrier.

### **CANCELLATIONS**

Special orders not claimed after 90 days will be forfeited. All cancellations must be received in writing.

### **RETURNS**

Special orders cannot be returned.

*Stock items must be returned to and received by Vis Racing Sports within 14 days of the original shipping date from VIS. All returns must be approved by Vis Racing Sports prior to being returned.*

*A Return Authorization number (RA Number) will be issued to the purchaser by Vis Racing Sports and it must be written on the outside of the packages being returned.*

All returned items must be in unused, unaltered, unpainted condition along with all the hardware, instruction, etc. that it came with originally. Include a copy of the original invoice with all returned merchandise.

Full refund on the purchase price is given only for defective products or a wrong product sent due to our fault. (Damaged products are not considered defective and wrong products ordered by you are not considered wrong products sent due to our fault.) All other returns are either exchanged or issued credits are subject to a 30% restocking fee on the purchase price (exclude shipping and handling). Upon receipt of the returned merchandise, Vis Racing Sports shall determine whether the product in question is defective.

*The 30% restocking fee may be waived if you order products double the value of the returned merchandise.*

All returns regardless for the underlying reason must be sent shipping prepaid. Any returns sent shipping collect or without RA number will be refused and returned to the purchaser at their own expense. Shipping costs to and from the purchaser are not refundable. All returnable items must be carefully packed in original packaging or better if the original packaging is not in good condition. Purchaser is advised to insure the returned goods for their full value for their own protection, since neither Vis Racing Sports nor the shipping company would be responsible for any damage or loss in shipment. Refund will not be issued on returned merchandise damaged on the way back to Vis Racing Sports.

### **BACK ORDERS**

If Vis Racing Sports is unable to immediately fill the entire order, the balance of the shipment will be placed on back order. Parts in stock will be sent immediately unless otherwise specified by the customer. All back orders must be cancelled by customer or will be automatically shipped once new order is placed. Once it is shipped, no cancellation is allowed. No exceptions!

### **PRICING**

All prices and specifications are subject to change without notice.

### **MANUFACTURERS WARRANTIES**

Some items sold by Vis Racing Sports may not be legal for street use in all states. It is the purchasers' responsibility to comply with applicable state or federal laws.

*Any goods sold by VIS Racing Sports, Inc., other than as expressly provided in a written agreement between you and VIS Racing Sports, Inc. are sold "as-is" without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement of trademarks, trade dress, copyrights, patents, or other rights held by others.*

I have read the above disclaimers and agree to the terms and conditions.

Company Name \_\_\_\_\_

Owner/s Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# VIS Racing Sports, Inc.

## NEW ACCOUNT INFORMATION

1. VIS Racing Sports Inc. will only sell to companies that have an established location.
2. We reserve the right to refuse Jobber/Dealer/Wholesale accounts/pricing to any person, shop, or corporate entity at all times.
3. All dealers in the State of California must have valid California resale License on file before any tax-exempt sales are made. All dealers outside California must provide proof of shop ownership (occupational license, State/Federal automotive repair licenses, etc.) Incorporated entities with multiple locations must have an application on file for each location/D.B.A.
4. All purchase orders **MUST BE IN WRITING**. Verbal purchase orders are not acceptable and will not be processed. We are not responsible for any errors in ordering due to: incorrect/incomplete part number or incorrect/incomplete descriptions of part/automobile information. A copy of our purchase order form is provided in this packet- feel free to make copies of this form if you do not have a purchase order system. Any adjustments or cancellations on a purchase order must all be faxed in. There are absolutely no cancellations after shipping of the products.
5. All returned items are subject to a restocking fee of 30% of the price of the product. All costs incurred due to the return or cancellation of an order will not be responsible by VIS Racing Sports Inc. and shall be handled by your company. It is your right and responsibility to charge your customer for these costs.
6. Payment for all orders will be prepaid with Company credit card (MasterCard/Visa) or Certified Funds. There are NO net terms. The billing and shipping address must match of the credit card. Alternate shipping address is allowed only if the address is posted on to the credit card.

## CARBON FIBER AND FIBERGLASS HOOD DISCLAIMERS

VIS Racing Sports recommends that all carbon fiber and fiberglass hoods are to be used in conjunction with hood pins for safety purposes. It is up to the judgment of the customer whether he or she elects to use hood pins or any other safety reinforcement devices. VIS Racing Sports will not be held responsible for any damages or losses if the customer neglects to use hood pins or any other safety reinforcement devices. It is the responsibility of the seller or reseller to advise their customers about the necessary precautions. All carbon fiber and fiberglass hoods are intended for off road use only.

## SHIPPING CONTRACT

ALL SHIPPING/TRUCK FREIGHT COMPANIES REQUIRE ALL COSIGNEE (S) TO CHECK AND INSPECT VISIBLE AND CONCEALED DAMAGES TO THE PRODUCTS BEFORE SIGNING OFF FOR THE PACKAGE. DAMAGES CAN OCCUR DURING TRANSIT.

IF YOU NOTICE ANY DAMAGES RELATED TO THE SHIPMENT: **IT IS REQUIRED TO NOTE IT ON THE BILL OF LADING/SHIPPING RECEIPT THAT IT IS DAMAGED AND KEEP THE COPY OF THAT BILL OF LADING AS PROOF AFTER SIGNING OFF THE PACKAGE.**

**IF THE DRIVER WILL NOT LET YOU INSPECT THE PACKAGE, NOTE THAT ON THE BILL OF LADING AND KEEP THE COPY AS PROOF, FAILURE TO DO SO MAY RESULT IN THE DENIAL OF YOUR CLAIM.**

CLAIMS WILL NOT BE ACCEPTED FOR DAMAGES REALIZED OR NOTICED AFTER DRIVER HAS LEFT THE PREMISES AND AFTER SIGNING OFF CLEAR. SIGNING OFF ON THE PACKAGE RELEASES THE LIABILITY TO YOU!!! PLS. CHECK! THIS CAN SAVE YOU MONEY IN CASE THE PACKAGE/PRODUCTS ARE DAMAGED DURING TRANSIT.

VIS RACING SPORTS WILL NOT BE HELD RESPONSIBLE / REIMBURSE FOR PACKAGES / PARTS THAT ARE SIGNED OFF CLEAR.

PLEASE FOLLOW DIRECTIONS ABOVE TO FILE A CLAIM. CLAIMS MAY TAKE 16 WEEKS TO SETTLE.

AFTER CONFIRMING WITH A REPRESENTATIVE, EMAIL US THE COPY OF BILL OF LADING AND ALSO EMAIL US PICTURE(S) OF THE DAMAGED PRODUCT(S) AND THE BOX.

I have read the above disclaimers and agree to the terms and conditions.

Company Name \_\_\_\_\_

Owner/s Name \_\_\_\_\_

Signature \_\_\_\_\_ *Please Print* \_\_\_\_\_ Date \_\_\_\_\_