



NEW DEALER APPLICATION

Terms of Agreement

Required Documents:

- 1.) Copy of Business License
- 2.) Copy of Reseller's Permit
- 3.) California Certificate of Resale – within this application (CA dealers only)
- 4.) Credit Card Authorization Form – within this application
- 5.) Completed and Signed New Dealer Application

Dear Valued Dealer,

Please read the following policies before completing this New Dealer Application. By signing this document, you agree to all terms and conditions stated within this document.

Product Specifications and Pricing:

Prices, materials, design, specifications, and recommendations are subject to change without prior notice. All merchandise information presented on Action Clutch' website is true and correct at the time of publication. All prices and discounts are subject to change without notice.

Shortage/Damaged Shipment:

All merchandises are packed carefully and correctly utilizing a triple check method before it leaves our facility. Damaged shipments should be checked in the presence of the carrier. Please keep all shipping cartons and packing material for carrier inspection. Action Clutch will not initiate any claims with the carrier. Claims for shortage of items must be made within 48 hours after receipt of merchandise.

Claims of damaged shipments must be made by the customer with the carrier.

Warranties:

No warranty whatsoever will be valid if the defect was caused by customers' abuse, negligence, and/or mishandling. All merchandise sold by Action Clutch is only subject to manufacturer's warranty, if any, and is subject to submission to the manufacturer for approval for repair or replacement of merchandise. Customer, however, will be responsible for shipping and handling fees. No labor or inconvenience may be included in any claims. All dealers are responsible to check your state and local laws regarding the use of any of these parts before selling to your customers.

Shipping / Freight:

Prices do not include shipping / freight charges. All merchandise will be shipped by the fastest, most economical method available, unless otherwise requested or instructed.

Phone: (323) 269-6051

Email: sales@actionclutch.com

Website: www.ActionClutch.com





Return Policy:

Return for exchange or refund will be allowed only within 14 calendar days from the date of receipt of merchandise with no exception. All authorized return merchandise must be unused and in its original saleable packaging. No return or exchange on merchandise that shows signs of having been installed, modified, mounted, scratched or defaced will be allowed. A 20% restocking fee will be assessed on all authorized returns.

No cancellations, refunds, or exchanges on special order items or custom order items will be allowed.

No exceptions.

It is also the customer's responsibility to repack the item(s) that are being returned and make sure that it is properly and securely packed with sufficient packaging material to prevent the item from being damaged. We cannot give credit or refund on a returned package that got damaged due to insufficient packing. All hardware and accessories included in the original package needs to be returned or the customer will be charged. All returned items needs to be insured (in case of lost or damaged), and we recommend the customer to get a tracking number to track the shipment.

Account has to be current and in good standing before any returns will be approved and processed.

Returns will not be permitted for account with unpaid outstanding balances.

Special Orders:

All special orders and specially priced merchandise must be paid for in full at the time of order. Once order has been placed, it CANNOT BE CANCELLED. Parts that we normally don't stock, or parts that need to be built. Please check with your sales representative before placing order.

International Dealers:

All international orders must be pre-paid via wire transfer or bank draft. We offer shipping to Canada and other foreign countries by UPS, Federal Express, Ocean Freight, and Air Freight. Any other export/import fees, applicable taxes, custom duties and freight will be the responsibilities of the Dealer which will be collected by the carrier.

Payment Methods:

All orders MUST be paid before the order is shipped out. Acceptable payment methods are: Visa, Mastercard, Discover, American Express, Paypal, Bank Cashier Check, Money Order, Wire Transfer or Company Check (upon approval). Only Wire Transfers will be accepted for International Dealers. Checks returned for ANY reason are subject to US\$25.00 service charge and a 2% monthly finance charge. All bounce checks will be reported to our Credit Bureau.

*** A Convenience Charge of 3% will apply to payments made by credit card or PayPal.***

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Name of business: _____ DBA: _____

Date Established: _____

FED Tax ID: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Email: _____ PH: _____ FX: _____

Website URL: _____

Type of Business: Sole Proprietorship Partnership Corporation (state Incorporated)

State Corp # (ID Only): _____ Sales Tax Permit # (CA Only): _____

Company Principals and Officer Authorized for business Transactions and Purchases:

1.) Name: _____ Title: _____

2.) Name: _____ Title: _____

3.) Name: _____ Title: _____

Trade References (3 Required):

1.) Company: _____ Contract: _____ PH: _____

2.) Company: _____ Contract: _____ PH: _____

3.) Company: _____ Contract: _____ PH: _____

Policy, Terms and Conditions Agreement:

I hereby certify that the information in this New Dealer Application is true and correct. The information included in this application is furnished on a strictly confidential basis in determining the qualification of this company as a dealer of Action Clutch, Inc. I have received, read and agreed to the terms and conditions of Action Clutch' company policy. I also authorize Action Clutch to investigate the references and banks listed and other credit resources pertaining to our/ my credit and financial responsibility. I hereby accept to comply with all policies and conditions of sale provided by Action Clutch and understand that any violation of these policies and conditions could lead to cancellation of my account. Action Clutch reserves the right to terminate any account at its own discretion.

Name (print): _____ Signature: _____

Title: _____ Date: _____



CREDIT CARD AUTHORIZATION FORM

Business Name: _____

Contact Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone: _____

E-mail: _____

Card Type (Circle One):

VISA / Mastercard / American Express / Discover

Credit Card Number: _____

Cardholder Name: _____

Billing Address: _____

City: _____

State: _____

Zip: _____

Expiration Date: _____

CVS Code: _____

I hereby give Action Clutch permission to charge my credit card for the amount on all orders placed via purchase order sent to Action Clutch and agree to pay balances in full.

By Signing Below, I agree I have read, understand and received a copy of Action Clutch policies and agree to all terms and conditions thereof.

CARDHOLDER SIGNATURE:

NAME (PRINT): _____

DATE: _____