

#### **Qualification Criteria**

- 1. Conduct business from a commercial location
- 2. Have a fully-functional website (E-commerce not required)
- 3. Complete Seibon Dealer Application
- 4. Provide photocopy of current business license and/or sales tax permit
- 5. Provide photocopy of business card or company letter head
- 6. Provide photocopy of voided company check (US dealers only)

## Dealer Discount and Buy In

Because Seibon does not require buy in, dealer discounts will be based on purchase volume. More purchases qualify the dealer for deeper discounts. If the dealer does not make any purchases within any 12-month period, this dealer will be considered inactive, and Seibon will close the account. Purchase frequency will also affect dealers' discounts. If a dealer achieves a certain discount level, but ceases to make any purchases for a period of time, Seibon has the right to adjust the discounts. All prices and discounts are subject to change without notice.

#### **Retail Customer Referral**

Seibon will refer potential customers to dealers based on location or specialty for a particular vehicle application. Seibon will only assist DEALERS in sales-related matters if the transaction was done through the dealer, meaning that Seibon will not answer sales-related inquiries from end users directly. Dealers bear the responsibility to handle all customer service-related issues, including, but are not limited to, obtaining tracking numbers, handling freight damage claims, claiming defects/warranties, and obtaining authorization for returns/exchanges. Dealers should not refer end-users to Seibon directly. Such end-users will be referred back to the dealer.

#### M.A.P.

To promote fair competition and to reduce price-wars between Seibon dealers, all distributors are required to abide by Seibon's Minimum Advertising Price policy, which is to advertise to retail customers, in any form, at no less than 15% off MSRP. The advertising forms include, but are not limited to, dealers' company website, online forums, catalogs, and other online marketplaces. Dealers found in violation of this policy will be immediately terminated.

#### **International Sales**

A specific pricing structure has been constructed for each country where Seibon has established master distributorship (see http://seiboncarbon.com/dealers/ for latest list – check under the "International Dealer Information" tab). To help maintain stability of the dealer networks in these countries, US dealers are advised not to advertise in those countries.

#### **Drop Ships**

Drop ship services are available free of charge.

#### Method of Payment

Prepaid: For U.S. dealers, acceptable methods are Credit Card, Certified Check, Money Order, PayPal, or Company Check (with prior approval). For international dealers (including Canada), wire transfers and PayPal are accepted.

## **Returned Checks**

If a check is returned for any reason, a 35.00 USD service charge will be applied, and company check will not be accepted on any future purchases. An additional 5% service charge per month will be added to outstanding balances on all returned checks.

## Freight

Prices do not include freight charges. All merchandise will be shipped by the fastest, most economical method available. If dealers wish to use their own trucking company, there will be a \$20 inspection/packaging fee for the first item, and \$10 for each additional item. At dealer's request (and own risk), products can be shipped the way they are with no inspection and no additional packaging to waive the packing fees. For pallet shipments, a \$40 packing fee will be applied per pallet for up to two pallets. Additional pallets will be waived of any packing fees.

_					
Te	rm	iin	at	10	۱n

Seibon reserves the right to terminate any account at its own discretion.

Ini	iti	ial						



## DEALER ACCOUNT APPLICATION

Please check your qualifications before applying. See page 1 for dealer criteria. International dealers: only sections I, II, III, and VII are required

	INESS INI	<b>FORMAT</b>	TION		(II) DESCRIPTION OF BUSINESS				
NAME OF BUSINESS					NO. OF EMPLOYEES	IN BUSINESS SINCE:			
LEGAL (IF DIFFERENT)					BUSINESS STRUCTURE				
ADDRESS					CORPORATION	PARTNERSHIP			
ADDRESS					PROPRIETORSHIP	DIVISION/SUBSIDIARY			
CITY					PARENT COMPANY:				
STATE	ZIP		COUNTRY			ID SALES PROCEDURES :k all that apply)			
SIAIL	ZIF		COUNTRY						
PHONE		FAX			INTERNET	MAGAZINE/MAIL ORDER			
					RETAIL/SHOWROOM	WHOLESALE DISTRIBUTOR			
E-MAIL					FEDERAL TAX ID # (USA Deale	ers Only):			
WEBSITE					STATE RESELLER PERMIT # (California Only):				
					STATE RESELLER I ERIVITI # (California Offig).				
*IMPORTANT: PLEA	SE ATTACH A	A COPY OF E	SUSINESS LICENSE	WITH	THIS APPLICATION				
(III) COMPAN	Y PRINCI	PALS/OF	FICERS RESI	PON	SIBLE FOR BUSIN	NESS TRANSACTIONS			
(1) NAME		JOB TITLE			VERS LICENSE #	PHONE/EXT			
HOME ADDRESS	J.			BIR	TH DATE	SSN			
(2) NAME	-	JOB TITLE		DRI	VERS LICENSE #	PHONE/EXT			
HOME ADDRESS				BIR	TH DATE	SSN			
		(IV) BAN	K REFERENC	CES	(US Dealers Only)				
NAME OF BANK			(	CONT	ACT NAME	PHONE/EXT			
ADDRESS			1	ACCO!	UNT #				
THIS IS A:	BUSINESS ACC	COUNT	PERSONAL ACCOUN	NT					
*IMPORTANT: PLEA	SE ATTACH A	A COPY OF V	OIDED CHECK WITH	н тні	S APPLICATION				



(V) TRADE REFERENCES (US Dealers Only)							
COMPANY NAME	CONTACT NAME PHONE NUMBER		FAX NUMBER				
		·					
(VI) C	REDIT CARD INFORMA	ΓΙΟΝ (US Dealers Only	7)				
CARD HOLDER'S NAME	BILLING ADDRESS		CARD TYPE				
			VISA				
			MASTER CARD				
EXPIRATION DATE	CREDIT CARD NUMBER		- AMERICAN EXPRESS				
THIS IS A: BUSINESS CAR	D PERSONAL CARD		<u> </u>				
V-CODE (last 3-digit number in the sign	nature box on back of card for VISA and	I MC, or 4-digit number above acc	ount number for American				
(VI	II) POLICY AND CONDIT	TION AGREEMENT					
I hereby certify that the information in this Dealer Account Application is correct. The information included in this application is furnished on a strictly confidential basis in support of determining the qualification of this company as an official dealer of Seibon International, Inc. I have read and agreed to the general Terms and Conditions published at <a href="http://seiboncarbon.com/terms-and-conditions/">http://seiboncarbon.com/terms-and-conditions/</a> as well as Seibon's Dealer Policies published at <a href="http://seiboncarbon.com/dealers/">http://seiboncarbon.com/dealers/</a> . I also authorize Seibon International, Inc. 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 Seibon International, Inc. and understand that any violation of these policies and conditions could lead to termination of my account.							
SIGNATURE	IOR TITLE		DATE				

Thank you for applying! When finished, please fax to 626-968-7515. If all information is completed, we will setup your account and send you a confirmation via email. Please verify that your email address is correct.



## **TERMS AND CONDITIONS**

All orders placed with Seibon (phone, fax, mail, verbal, or e-mail), either directly or through another dealer, constitute the acknowledgment and acceptance of all of the conditions listed below:

## Warranty and Disclaimer

Items sold by Seibon International, Inc. may not be legal for street use in all states. It is the buyer's responsibility to comply with applicable state laws. Buyer understands that due to strict U.S. Federal and State safety crash guidelines, Seibon is not responsible or liable for any damages or possible injuries incurred upon possible accidents due to driver error, incorrect installations, bad judgment, or act of nature/God, Allah, Jehovah, etc. All products are intended for off-highway uses, and should be used for their intended purposes only. Seibon does not take responsibility over buyer installation, modification, and unusual stress of the products. The buyer assumes all responsibilities for determining the suitability of the products. Seibon is not responsible for any damages incurred either directly or indirectly on the vehicles or operators/passengers within the vehicles.

#### Installation

All products require professional installation. Buyer understands that some products may require modifications for correct fitment. Minor adjustments may be necessary as part of the normal installation process. All hoods require hood pins for safety reasons. All carbon fiber products will not sustain any force or weight, for they could be cracked by such force or weight. Seibon has made an effort to produce all its aftermarket products to fit the original factory automobile as closely as possible. However, some occasional prepping may be necessary for an ideal fit. The buyer needs to perform these steps to his/her satisfaction before installation. If the buyer wishes to paint the products, he or she must pre-fit the parts to the automobile before painting to ensure proper fit. There are absolutely no returns on painted products.

## **Shipping Damage**

Seibon packs all products carefully to prevent damage during shipping. However, damage may still occur occasionally in transit. Buyer must inspect the packaging and the products carefully upon receiving them, then accept the shipment and notate any damages and irregularities, such as crushed, torn, punctured, or broken parts on both the packaging and the product, on the freight bill or receipt at the driver's presence. Buyer must retain all cartons, packing materials, and damaged products for the carrier's damage inspector to inspect. Do not refuse shipment or return it without approval, because the buyer's right to make a damage claim may be denied. A signed receipt without any notation indemnified the carrier as well as Seibon International, Inc. from any further damage claim. Discovery of damages after a clear delivery becomes the responsibility of the customer.

All damages must be notified to carrier AND Seibon within 24 hours. In cases of damage with proper notation on receipt, the carrier will determine whether to pay for repair cost or replacement value of the damaged goods after damage inspection. Replacement value is the amount the buyer paid to Seibon and is not negotiable. All disputes about the settlement amount should be addressed with the carrier. Seibon, under no circumstances, shall be liable for the damaged product or for subsequent settlement of the claim with the carrier.

## **Defective Products**

All products require professional installation. Minor adjustments might be necessary. These are normal body work and installation steps. Therefore it is NOT considered to be defective. Pictures are required to demonstrate true defects on products prior to return. See below for information on our return policy.

#### Returns

Special orders cannot be returned. If the buyer decides to return any part of the ordered item, he or she must contact Seibon and receive a return authorization within three (3) days of receiving the parts. A Return Authorization number (RA number) will be issued to the buyer by Seibon, and it must be written on the outside of the packages being returned. Returned products must be received back at Seibon within 10 days of issuing the return authorization. There is no return for any parts that have been used, modified, painted, or installed. All returned products are subject to a 30% restocking fee, and shipping and handling fees are not refundable. All products which are approved for return are for store credit only. All products returned must be in the original shipping carton in the same condition as it was originally delivered or shipped. Only the original buyer may request for a return of products. Defective items may be exchanged for the same item only. Upon receipt of returned parts, Seibon shall inspect the parts to determine their exact condition. If Seibon does not accept the goods as being defective and/or returnable, buyer must accept any incurred costs. All returns, regardless of the underlying reason, must be sent shipping

ı	ni	ti	a	l:					



prepaid. Any returns sent shipping collect or without RA number will be refused and returned to the buyer at his or her own expense. Shipping costs to and from the purchaser are not refundable. Buyer is advised to insure the returned goods for their full value for his or her own protection. Otherwise, neither Seibon nor the shipping company would be responsible for any damage or loss in shipment. Refund will not be issued on returned products that are damaged on the way back to Seibon.

## **Special Orders**

All special orders require a minimum, non-refundable deposit of 50% of the sales total. If there is cancellation by the buyer for any reason, the deposit is forfeited immediately. In addition, Seibon is not responsible for any late shipments. Buyer shall not be entitled to charge backs, reductions of price, or other offsets as a result of late shipment.

## **Shipping and Backorders**

Seibon tries to maintain a good stocking level in order to prevent backorders. However, in case a backorder is necessary, Seibon will ship the order as soon as the parts become available. Backorders must be canceled within five days from when the order is placed, or before when the parts become available, whichever is sooner. Otherwise, the parts will automatically be shipped to the buyer. Seibon tries to ship regular, in-stock items within the next two business days. Please allow 5-10 working days for in-stock items to arrive. All shipping dates are approximate. Buyer is fully responsible for all shipping charges, unless otherwise negotiated with Seibon. Shipping to residential addresses (as opposed to business addresses) will incur additional costs.

#### **Payment**

All shipments and orders must be prepaid. No COD's are acceptable. Payments can be accepted in the forms of money order, cashier's check, VISA card, Master card, Discover, and American Express. Company checks are accepted upon Seibon credit approval.

## Contingencies

Seibon shall not be liable for any failures to produce product to buyer when the cause of such failure is the result of the forces of nature, labor disputes, supplies or material shortage, acts of local, state, national, civil, or other authorities or public agencies; utility or communication failures, accidents, strikes, transportation problems, or any act or cause that does not normally occur in the ordinary course of Seibon's business.

All parts shall remain the property of Seibon until paid in full. All prices and specifications are subject to change without notice. Shipping costs are non-refundable. All special orders are non-returnable.

Initial:		
minual.		



# Purchase Order

1215 Bixby Drive City of Industry, CA 91745

Date:	
P.O. #:	

Bill to			Ship to					
	ny Name		Company Name Street Address City, ST ZIP Code					
Street A								
City, ST	ZIP Code							
Phone			Phone					
Qty	Item #	Description		Unit Price	Line Total			
	·			Subtotal				
All order	s placed with Seibon constitute a	cknowledgment and acceptance		Sales Tax	\$0.00			
of our te	rms and conditions found at http:	//seiboncarbon.com/terms-and-		Total				
			Authorized by		Date			