



Dealer Application Cover Page

Thank you for considering TAW Performance as your source for Motorcycle performance products.

TAW Performance products are sold to “legitimate motorcycle dealerships” and accessory dealers at wholesale prices. In order for TAW Performance to protect these legitimate dealers, we **do not** sell to “backyard shops” that exist only to purchase accessories for personal use. For this reason, TAW Performance requires **all** information on the following Dealer Application filled in and/or provided **in its entirety**.

To assist you, we have provided this Check List to insure all information is provided. You may e-mail photos to: sales@tawperformance.com

Check List:

- 1. A **completed** TAW Performance Dealer Application**
- 2. Photos of your (1) store front (2) store sign (3) parts counter (4) inside view of store**
- 3. A copy or link of your advertisement in the local media (Internet/Print)**
- 4. Be sure to sign the Terms & Conditions Page and return it with your application.**

Please note:

- Allow 3-5 business days for account set-up for “completed” applications. *Incomplete applications will be rejected and not processed.*
- Upon approval, you will be notified of your Dealer Account number.
- You will be sent via mail a TAW Performance catalog and emailed a dealer price list
- All new accounts are shipped pre-paid unless other arrangements are made.
- In order to maintain an active TAW Performance Dealer account, and receive your free annual TAW Performance dealer catalog and price list, your account purchases must be \$300.00 or more annually.

TAW Performance has our Dealers best interest in mind and once you obtain an account with TAW Performance, our high standards and policies will be in place to protect you as well.

FAX# (704) 824 - 1874



PLEASE FILL OUT COMPLETELY AND LEGIBLY FOR APPLICATION TO BE PROCESSED

DATE: _____ (FOR "COMPLETED" APPS, PLEASE ALLOW 3-5 BUSINESS DAYS FOR NEW ACCOUNT SET-UP PROCESSING)

APPLICATION FOR: TAW PERFORMANCE NEW DEALER ACCOUNT CHANGE OF OWNERSHIP

DO YOU HAVE A TAW PERFORMANCE ACCOUNT UNDER ANOTHER BUSINESS NAME OR LOCATION?
NO ___ YES ___ BUSINESS NAME _____ TAW PERFORMANCE ACCOUNT # _____

PLEASE INDICATE BUSINESS TYPE:

MOTORCYCLE: ___ OTHER (please specify): _____

EXPORTING: YES ___ NO ___ COUNTRIES: _____

ADDITIONAL INFORMATION AND DOCUMENTS REQUIRED TO APPROVE THIS APPLICATION

- 1. BUSINESS MUST BE IN THE MOTORCYCLE INDUSTRY.
2. BUSINESS MUST BE A RETAIL STORE AND HAVE A COMMERCIAL ADDRESS
3. PROVIDE PICTURES OF THE FOLLOWING: (1) STORE FRONT (2) STORE SIGN (3) PARTS COUNTER (4) INSIDE VIEW OF THE STORE

COMPANY INFORMATION

Legal Name Phone Number Fax Number
() ()

Business Street Address

City State/Province Zip

Federal ID Number State Resale Tax ID Number Years in Business

SOCIAL SECURITY NUMBER PRINCIPALS (Owners/partners/principal officers) **REQUIRED**

Name Title Social Security Number

Name Title Social Security Number

Name Title Social Security Number

The undersigned who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the overall credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as needed, in the credit evaluation process.

This does not constitute a personal guarantee.

X
Signature Title

Signer's Printed Name Date

EMAIL ADDRESS: _____

WEBSITE: _____

FOR COMPANY USE ONLY

ACCOUNT#

ASSIGNE



Resale Certificate

In compliance with Sales and Use Tax Laws it is necessary that we have all of our dealers submit a completed re-sale certificate with their State Sales Tax Permit Number, to show that the merchandise has been purchased for resale. The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable interference that the purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise. Under "Description of Property to be Purchased" there may appear:

- (1) Either an itemized list of the particular property to be purchased for resale, or
- (2) A general description of the kind of property to be purchased for resale. Such certificate is good until revoked in writing.

Please insert your SALES TAX PERMIT NUMBER, WITH YOUR SIGNATURE AND ADDRESS ON THE ENCLOSED RE-SALE CERTIFICATE AND SUBMIT WITH YOUR DEALER APPLICATION FOR PROCESSING.

(NAME OF PURCHASER)

(ADDRESS OF PURCHASER)

I HEARBY CERTIFY: That I hold valid seller's permit No. _____
Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling: _____
That the tangible personal property described herein which I shall purchase from: TAW PERFORMANCE
Will be resold by me in the form of tangible personal property; provided, however that in the event any of such 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 purchase price of such property. Description of property to be purchased:

Date

Printed name of Purchaser or Authorized Agent and Title

Phone Number

Signature of Purchaser or Authorized Agent

PLEASE FILL IN THE INFORMATION ABOVE AND FAX BACK WITH DEALER APPLICATION



FOR COMPANY USE ONLY

ACCOUNT#

ASSIGNED:

DEBIT CARD DISCLAIMER

We do accept Debit Cards bearing the Visa and Master Card logos. These **are not** the same as the bank ATM debit cards. **We do not accept bank ATM debit cards.** Because of the way that debit cards are processed, your account may appear to be debited twice temporarily. This is done by your bank. This happens because we will first obtain an authorization (*hold*) for the sale amount. Your bank will put a hold on that amount for up to 10 days. When we actually *charge* your debit card, the amount of the charge is then taken out of your account. If we charge the amount before the hold amount expires, it may appear that your account has been charged twice. However, the (*hold*) amount will be released by the end of the 10th day.

Please sign and date below, stating that you have read this disclaimer, and that you are authorizing a purchase on your Visa/Mastercard Debit Card.

Signature: _____

Date: _____



FOR COMPANY USE ONLY

ACCOUNT#
ASSIGNED:

Terms and Conditions

BUSINESS HOURS

9 a.m. to 5 p.m. M-F. **Eastern Standard Time** 24 Hour Fax & Email Ordering

DEALERS We sell only to legitimate businesses in our industry serving the public. We reserve the right to refuse to sell to any account not meeting our requirements.

ORDERING INFORMATION When ordering, please have the following ready: Your customer number, dealership name, purchase order number, part number(s) and quantity.

FOREIGN ORDERS All foreign orders are payable in U.S. Dollars only. All orders must be paid in advance and will be shipped freight collect, F.O.B. Cramerton, NC.

PAYMENT Visa, MasterCard, and Discover may be accepted after processing of a dealer credit card agreement. Open account payment is due within 30 days of invoice date. A reminding statement will be sent at the beginning of each month. A late charge of 1.5% per month (18% annum) will be added to all past due balances on a monthly basis. Free freight will not apply to any account past 60 days. We reserve the right to hold orders on any past due account over 30 days and place that account on a credit hold until current. If collections action becomes necessary the customer will be responsible for any and all court costs and attorney fees. All California and North Carolina dealers must furnish us with a complete State Resale Certificate or be charged applicable CA or NC state sales tax.

RETURN CHECKS Any returned check will place that account on a "Prepaid Only" status. Account must be cleared in full and reevaluated before being returned to company check status. A \$20.00 fee will be assessed to all returned checks.

REFUSED SHIPMENT Refused shipments will be assessed a 20% restocking fee. Restock fee, freight will be added on the account. Account will be placed "On Hold" until paid. Terms may be set to "Prepaid Only" for all future shipments at our discretion.

MINIMUM ORDER TAW Performance does not have a minimum order value.

FREIGHT POLICY All orders from the TAW Performance warehouse will be shipped via ground unless otherwise arranged for. Free Freight: Free Freight is something that must be pre-negotiated as part of a specific sale. Past due accounts over 60 days are not eligible for Free Freight.

DROP SHIP PROGRAM TAW Performance offers a drop ship program to your customer. The billing is sent to you and the product is sent to your customer. Drop shipment orders are not eligible for Free Freight.

SHIPPING Phone orders received by 2:00 p.m. EST (12 p.m. PST) are usually shipped the same day from North Carolina. We ship FedEx Ground unless otherwise instructed. FedEx 3 day, FedEx 2 day and FedEx Next Day shipping are available. Saturday delivery is available upon request for an additional charge. Orders received by email on the weekend are shipped the following Monday.

BACK ORDERS Unless otherwise specified, out of stock items will be held on backorder for 60 days. Dealers will be contacted prior to shipping backorders. Back orders that initially qualified for FF are eligible for FF when shipped.

PRICES All prices F.O.B. Cramerton, NC. Prices are effective January 1st of each calendar year. We reserve the right to increase prices between catalog printings if we receive price increases.

CLAIMS For damages, indicate damaged when you sign for the product. KEEP the original carton and packaging. HOLD the goods. NOTIFY US by phone or email for instructions. Any damaged goods, shortages or overages must be reported within 3 days of receipt. It is the customer responsibility to ensure adequate coverage for insurance purposes if the goods are shipped on our account and re-charged to the customer. We will add adequate insurance cover to all shipments unless a signed waiver requesting us not to do so is received by TAW Performance. This form is available from your sales person. TAW Performance are not responsible for goods that are shipped on a customer account

RETURNS All returned goods MUST have a Return Authorization Number (RMA) and be returned in original packaging. A copy of the invoice must accompany the return. The RA number must appear prominently on the outside of the box or it will be refused. Returned merchandise, (except for defects in manufacturing) must be returned within 30 days of invoice, be suitable for resale, and will be assessed up to a 20% restock fee. Discontinued merchandise and goods returned 30 days or more from the invoice date will not be accepted. "Defective" merchandise received beyond (30) thirty days from invoice date will be processed as an exchange for same product only. All close-out sales are FINAL. To obtain an RA number, please contact our Customer Service Depart. Be prepared to provide your dealer number, the original invoice number and the reason for the return. Final determination for disposition of returned product is made at the time of inspection. RA numbers are only for the parts specified at the time the RA was given. Authorized returns will be settled by exchange or refund check (C.O.D., Company Check), credit (Open Accounts, Credit Cards), repair or replacement, at our discretion. Refunds or credit will not be issued for less than \$5.00. Please allow 4-6 weeks for processing.



WARRANTIES AND GUARANTIES All products come with manufacturers guarantee.

CATALOG CONTENTS We believe the contents and specifications in the MM catalog are correct. We assume no liability for any errors in listings, specifications, part numbers, prices or model applications. We reserve the right to change specifications, product descriptions, product quality, pricing, and application at any time without notice and without further obligation. The reproduction of any material from the TAW Performance catalog is forbidden without our written approval.

The above Terms and Conditions have been read and acknowledged: Date_____

Dealer Name_____ Phone: (_____

Address_____ Fax: (_____

Authorized Signature_____ Printed Name_____

PLEASE FILL IN THE INFORMATION ABOVE AND FAX BACK WITH DEALER APPLICATION