



## DEALER APPLICATION REQUIREMENTS

### Thank you for your interest in becoming a Yoshimura Dealer!

In order to qualify, the dealership must be located in a fixed commercially zoned, retail location with all applicable business and/or tax licenses in order. Shops that provide service only or are engaged in mail order or on-line type services only may not qualify. Yoshimura R&D of America, Inc. reserves the right that the approval of any dealer is within the sole discretion of Yoshimura and may be withdrawn at anytime, with or without cause. In addition, Yoshimura reserves the right to decline to engage in sales with any company that does not provide or meet our stated qualifications.

**The application must be filled out completely**, using motorcycle trade references such as: Parts Unlimited or Tucker Rocky – including the account numbers for each reference (other dealerships do not qualify). **Bank information MUST** also be provided in order for us to accurately evaluate your dealership. **COD shipments require cashiers check or money order for the first six months.**

**The supplemental credit card authorization form is provided for your convenience.** Should you choose to pay with credit card, please fill it out completely and return it with your application package. We are unable to process credit card orders without this form on file.

**The application, along with copies of your business license, tax resale certificate, shop advertisement and any photos can be returned to Yoshimura by:**

**US Mail:**

YOSHIMURA R&D  
5420 DANIELS STREET  
CHINO, CA 91710

**Fax:**

909.591.2198

**E-mail:**

jlau@yoshimura-rd.com

If you have any questions regarding this information, please feel free to contact us at your convenience.

Thank you,

Yoshimura R&D of America, Inc.



## YOSHIMURA DEALER APPLICATION

Include a copy of the business license, tax resale certificate, and phonebook listing with this application.

### COMPANY INFORMATION:

Business Name:  Business Type:

Business Street Address:

City:  State:  Zip:

Business License Number:  State Sales Tax Number:

City Tax Number:

Business Phone Number:  FAX Number:

Is the above business telephone number listed in the phonebook under the business name?  Yes  No

If "No", please provide the required telephone number:

### List ALL DOMAINS you sell directly to customers or through 3rd Party platform:

1.

Seller ID Names:

2.

Seller ID Names:

3.

Seller ID Names:

4.

Seller ID Names:

5.

6.

Seller ID Names:

7.

Seller ID Names:

8.

Seller ID Names:

9.

Seller ID Names:

10.

### Are all domains registered under the same "Company Information" ?

Yes  No If "No", provide the information below:

**MOTORCYCLE INDUSTRY TRADE REFERENCES/DISTRIBUTORS:**

Company Name:	<input type="text"/>	Account #:	<input type="text"/>	Phone #:	<input type="text"/>
Company Name:	<input type="text"/>	Account #:	<input type="text"/>	Phone #:	<input type="text"/>
Company Name:	<input type="text"/>	Account #:	<input type="text"/>	Phone #:	<input type="text"/>
Company Name:	<input type="text"/>	Account #:	<input type="text"/>	Phone #:	<input type="text"/>

Do all of the above companies accept your company check?  Yes  No

If "No", explain why:

**BANK REFERENCES:**

Bank Name:  Phone #:

Address:

City:  State:  Zip:

**Authorized Signature:**

**Date:**

**Printed Name:**

**Title:**



## Reoccurring Credit Card Authorization Form to Charge Card on File

### CARDHOLDER INFORMATION

Name:

Billing Street Address:

City:  State:  Zip:

E-mail:  Direct Telephone:

### ORDER INFORMATION

Dealer / Customer Name:

Account #:

I hereby authorize Yoshimura R & D to charge my credit card on file to pay charges due on my account as specified.

### CREDIT CARD INFORMATION

Credit Card Type:  MasterCard  Visa  American Express  Discover Card

Card Number:

Expiration Month:  Expiration Year:  Security Code:

**Authorized Signature:**

**Date:**



## Yoshimura Policy for Authorized Dealers

### OVERVIEW

The following are policies of Yoshimura Research and Development of America Inc. ® (“YRDA”), hereafter referred to as “YRDA Policy,” which YRDA expects all Authorized Dealers of YRDA Products to adhere to. YRDA Policy includes having its Authorized Dealers disseminate certain information to, and ensure compliance by, their resellers of YRDA Product, including and especially compliance with YRDA’s MAP Policy, with the ultimate goal that eventually YRDA Policy be distributed, or made available, to all Dealers of YRDA Products.

### DEFINITIONS

“**Authorized Dealer**” means a distributor, retailer, or other reseller specifically authorized by YRDA to resell YRDA Products, whether the Authorized Dealer purchases YRDA Product directly from YRDA or from a third party.

“**Dealer**” means any distributor, retailer or reseller, including Internet resellers, of YRDA Products (including Authorized Dealers).

“**Do-Not-Sell List**” refers to YRDA’s list indicating those former Dealers whose right to purchase YRDA Product and use YRDA Intellectual Property has been revoked.

“**YRDA Intellectual Property**” means any or all of the patents, trademarks, service marks, trade names, commercial symbols, designs, specifications, copyrights, images, part numbers, data, data bases, marketing information, trade secrets and confidential information in which YRDA or its designees claim rights.

“**YRDA Notice**” means notice to a Dealer from YRDA in written or electronic form or made available on a YRDA-designated website.

“**YRDA Policy**” means collectively the then-current version of this document and all other announcements, policies, and product information issued in writing or made available electronically by YRDA to its Dealers.

“**YRDA Products**” means any products carrying a brand or trademark claimed by YRDA.

## **GENERAL DUTIES OF AUTHORIZED DEALER**

Authorized Dealers shall promote the use of YRDA Products, effectively respond to requests from customers, accept customer warranty returns, represent YRDA Products in a positive and professional manner, advertise in a responsible manner, use YRDA Intellectual Property only as authorized, and comply with YRDA Policy. Authorized Dealers should frequently monitor YRDA Policy and YRDA Product information and review all aspects of their business practices to ensure compliance with YRDA Policy.

Authorized Dealers are required to advise their resellers (Dealers) of applicable YRDA Policy.

## **DUTIES WITH RESPECT TO YRDA'S MAP POLICY**

YRDA's Minimum Advertised Pricing Policy ("MAP Policy") establishes restrictions on the pricing of YRDA Products in advertising. The MAP Policy shall be strictly adhered to by all Dealers. A copy of YRDA's MAP Policy is attached hereto as **Exhibit A** and incorporated herewith.

Authorized Dealers are required to, and will, provide their Dealers with copies of YRDA's MAP Policy.

## **ADDITIONAL AUTHORIZED DEALER RESTRICTIONS**

**Use of YRDA Intellectual Property.** YRDA grants each Authorized Dealer a limited, revocable, non-exclusive and non-transferable license to use, reproduce and display YRDA Intellectual Property in connection with any advertising of YRDA Product or inclusion of YRDA Product in any publication, catalog, web page, or other printed, audio, video, or electronic material ("Limited License") provided that the Dealer complies with all YRDA policies, including and especially YRDA's MAP Policy. Any other use of YRDA Intellectual Property must be specifically authorized by YRDA in writing. Authorized Dealers are required to comply with any YRDA Notices requesting that they cease using YRDA Intellectual Property in printed materials or on the Internet. YRDA reserves the right to restrict the use of YRDA Intellectual Property at its sole discretion.

**Unauthorized Territory.** Authorized Dealers shall not directly or indirectly sell, distribute, transfer, mail, market, ship, export, transport, or otherwise deliver any YRDA Products to any person, business, organization, or destination located outside the Country in which they are authorized to sell, and shall not sell or transfer YRDA Products to any party that intends to directly or indirectly ship such products across any International border(s). Exceptions to these export restrictions must be approved in writing by a YRDA Company officer.

**Do-Not-Sell List.** YRDA will maintain a Do-Not-Sell List of Dealers (or former Dealers) whose status to sell YRDA Products has been revoked by YRDA. In addition to business names, the List includes addresses to which YRDA Products are not to be delivered. Authorized Dealers are precluded from knowingly selling or distributing YRDA Products to all Dealers and addresses listed on the Do-Not-Sell List. Upon receipt of a new Do-Not-Sell List, all Authorized Dealers are required to cease accepting any new orders from a Dealer or address on the Do-Not-Sell List.

**Emissions Compliance Restrictions.** YRDA's Race Series exhaust systems, and other parts and accessories labeled with the warning "FOR CLOSED COURSE COMPETITION ONLY; NOT INTENDED FOR STREET USE," are regulated by the EPA and California Air Resource Board. Such parts and systems may

not be used on the streets or highways. Accordingly, each Authorized Dealer agrees to ensure that its customers are fully informed of the applicable restrictions regarding the sale and use of YRDA's Race Series exhaust systems, and other parts labeled with closed course warnings, in each jurisdiction in which such items are offered for sale.

### **PRODUCT AVAILABILITY**

YRDA determines which YRDA Products to offer to a specific Authorized Dealer based on an assessment of an Authorized Dealer's overall business needs, and requests by Authorized Dealers to purchase additional product lines will only be accepted in writing to YRDA. YRDA may at its sole and absolute discretion change product availability authorizations at any time without notice, including the cancellation of any unshipped orders, regardless of whether YRDA has accepted a purchase order.

### **TRANSPORTATION, INSURANCE AND OTHER COSTS**

Unless agreed otherwise by the parties in writing, Authorized Dealer shall pay for all custom duties, tariffs, freight and other charges, shipping costs, handling fees, storage fees, taxes (including VAT), insurance, stamp duties and all other direct or incidental costs of transportation of YRDA Products and, upon request by YRDA, Authorized Dealer shall promptly provide YRDA with reasonable proof that all such payments have been made. Authorized Dealers are solely responsible, at their own discretion, for securing insurance in an amount sufficient to cover the full value of the YRDA Products shipped to them.

### **TRANSFER OF TITLE AND PAYMENT TERMS**

Each order from an Authorized Dealer is subject to acceptance by YRDA, and all accepted orders are FOB shipping point, with title to the goods transferred at the time they leave YRDA's facility unless otherwise agreed upon in writing by YRDA.

Invoices are issued upon shipment of any YRDA Products on terms specified by YRDA. Unless otherwise specified in writing by YRDA, invoices are due and payable immediately upon invoice issuance. Invoices are delinquent if not paid by the due date. If any invoice becomes delinquent in any manner, or YRDA deems itself at risk, YRDA has the right to do any or all of the following: (1) cancel or hold any or all pending orders from such Authorized Dealer; (2) place such Authorized Dealer on credit hold; and (3) upon written notice to such Authorized Dealer, accelerate the due date of any or all outstanding invoices. YRDA has the right to refuse to release orders until the Authorized Dealer's account has been brought back to a condition satisfactory to YRDA.

YRDA will unilaterally set credit limits and periodic purchasing volume limits to prevent excessively large orders that might lead to an unacceptable credit risk, large returns, liquidation events, and other disruptive practices. YRDA reserves the right to cancel large open orders when credit limits or purchase volume limits are exceeded, including when large orders occur prior to a price increase.

### **YRDA RESERVATION OF RIGHTS & TERMINATION**

**YRDA Policy.** YRDA reserves the right to amend, interpret, revise or withdraw YRDA Policy in whole or part at any time without prior notice. YRDA Policy supersedes (or, if so indicated, supplements) all prior policies, agreements, and statements by YRDA, either oral or written. Except as otherwise

expressly provided in the YRDA Policy, each modification of the YRDA Policy will be effective immediately.

**Changes in Product.** YRDA reserves the right, without prior notice, to make changes in materials, specifications, product design, part numbers, packaging, and labeling without incurring any obligation to any Authorized Dealer for any previously offered or sold YRDA Product. YRDA (or the Authorized Dealer) may without liability or penalty cancel all pending orders (even after accepted) for such YRDA Products and refuse to accept any new orders for such YRDA Products.

**Pricing.** YRDA may change prices at any time and without prior notice. Quoted prices may include discounts intended to promote customer marketing, advertising, merchandising, promotion, sales, customer service, distribution, inventory, training, data configuration, warranty processing, and related functions associated with the resale of YRDA Products. Likewise, YRDA reserves the right to reduce or eliminate these discounts at any time.

**Authorized Dealer Status.** YRDA, with or without cause, may withdraw Authorized Dealer status, cancel orders, or cease doing business at any time with any Authorized Dealer and may add the Authorized Dealer to YRDA's Do-Not-Sell List. YRDA may also revoke buying privileges for groups of products or for entire product lines. Authorized Dealers providing YRDA Product to Dealers on YRDA's Do-Not-Sell List will be in violation of YRDA Policy.

Failure to abide by the Authorized Dealer Policy or the MAP Policy attached as Exhibit A may result in penalties and/or termination of this Agreement at the sole discretion of YRDA.

## **CONTACT INFORMATION/CUSTOMER SERVICE**

Yoshimura Research and Development of America Inc.  
5420 Daniels St.  
Chino, CA. 91710  
P: (909)628-4722  
F: (909)591-2198

All questions regarding YRDA Policy can be submitted to [pricing@yoshimura-rd.com](mailto:pricing@yoshimura-rd.com)



## Exhibit A

### YRDA MAP POLICY

YRDA believes that marketing products bearing YRDA Trademarks at prices significantly below the manufacturer's recommended retail price (MSRP) stated in its Price List undermines the industry reputation and market value of its Products. Consequently, YRDA has instituted the following Minimum Advertised Pricing Policy ("MAP Policy"), which is intended to preserve the goodwill, market value, reputation, and image of YRDA and its Trademarks and Products. The following MAP Policy shall be strictly enforced:

The minimum advertised price for any YRDA Product shall be calculated as follows: 0.95 multiplied by the recommended retail price (MSRP) rounded up to a value equal to the nearest \$.01. The recommended retail price (MSRP) used will be as it is stated in YRDA's most recently published Price List unless otherwise stated on the Price List. No YRDA Product shall be advertised below the minimum advertised price. No YRDA Trademark or Copyrighted Material may be displayed in advertisements which do not comply with the MAP Policy.

Distributor Outlet shall provide each of its Dealers with a complete copy of the YRDA MAP Policy.

#### **Guidelines for the Application/Operation of YRDA's MAP Policy:**

1. The MAP Policy applies only to advertised prices and not to prices that YRDA Products are actually sold in a retail location, over the telephone, or in response to a consumer inquiry. Outlets may sell YRDA Products at any price in their sole discretion.
2. YRDA establishes a recommended retail price (MSRP) for each of its Products, identified by part number, which are published in pricing data notifications made available to all of its direct customers ("Price Lists"). Any Outlet purchasing YRDA Product from YRDA directly or from a YRDA Authorized Dealer can obtain this information. Unless otherwise indicated on the Price List, the MAP shall be calculated as follows: 0.95 multiplied by the recommended retail price (MSRP) rounded up to a value equal to the nearest \$.01. YRDA may in its discretion determine that certain close-out or discontinued Products are no longer subject to the MAP Policy and will identify those Products with a "D" or "DK" (discontinued or discontinued kit) on its Price List. Any questions regarding Product pricing should be submitted to [pricing@yoshimura-rd.com](mailto:pricing@yoshimura-rd.com).
3. For purposes herein, "advertisement" is defined as broadly as possible and includes any advisement, announcement, information, publication or notice given or made by or on behalf of an Outlet in connection with the solicitation of business or sale of any YRDA Product(s) in whatever medium is now known or hereafter developed, including print, radio, television, signage (except signs inside the Outlet's retail store directed to consumers inside the store), catalogs, newsletter, coupons, mailers, inserts, any electronic media (including, but not limited to, e-mails, text messages, Twitter, Facebook, blogs, forums and other forms of social media) which includes a YRDA Trademark, YRDA Copyrighted Material, or a reference to the Outlet's website where YRDA Products are advertised for sale, the Internet, online auctions and online sales.
4. With respect to Internet sales, an Outlet's entire web site, including, but not limited to, the "shopping cart" or similar web site location, will be considered part of the "advertisement" if it can be accessed by links contained on or within the website. Internet advertisements or auctions that do not show an actual unobliterated price must not allow the consumer to click to see the price unless the price shown is at or above MAP. If the consumer must add the item to a shopping cart to see the advertised price, then the price shown must be at or above MAP.
5. This MAP Policy is not applicable to any in store advertising such as in-store displays or signs. Free Shipping may be included at MAP Policy price.

6. The following advertising practices are prohibited as being in violation of YRDA's MAP Policy:
  - Any advertisement that has the effect of reducing the advertised price below MAP, including combining a YRDA Product with a "free" product, or in a "package" with other products.
  - Any advertisement offering a discount or rebate, the result of which is that the "net price" is below MAP. "Net price" is defined as the price less the value of any advertised discounts or rebates.
  - Any advertisement indicating or implying that a price below MAP is available. Examples of this include advertisements displaying a price with a strikethrough, obliteration, or with text indicating that a lower price is available, or advertisements containing phrases such as "click for price," "email for price," "email for best offer," "call for price," or other similar phrases that imply that the price will be less than the MAP.
7. YRDA will enforce its MAP Policy in markets using currency other than the US Dollar with the same terms and conditions as allowable by local laws. YRDA will make reasonable allowances for fluctuations in currency exchange rates and import duties and/or tariffs. In markets with YRDA authorized distributors, the MAP shall be calculated as follows: 0.95 multiplied by the recommended retail price (MSRP) rounded up to a value equal to the nearest \$.01, as published by any YRDA authorized distributor within the market. A current list of YRDA authorized distributors is available at [https://www.yoshimura-rd.com/store\\_locator.asp](https://www.yoshimura-rd.com/store_locator.asp) or by calling YRDA at: 1-800-634-9166.
8. It is a violation of this MAP Policy for any Outlet to support, supply or in any way facilitate other distributors, retailers or Outlets who advertise YRDA Products in violation of this MAP Policy.
9. Any Outlet providing YRDA Products to distributors or Outlets on YRDA's Do Not Sell List will be in violation of YRDA's MAP Policy.
10. To confirm whether or not an advertisement complies with YRDA's MAP Policy, an Outlet may request approval from YRDA prior to publication by submitting the advertisement directly to YRDA at [pricing@yoshimura-rd.com](mailto:pricing@yoshimura-rd.com), or to its Chino, CA office, attention MAP Department, and YRDA will respond to the request within five (5) business days.

#### **VIOLATIONS OF YRDA'S POLICIES**

Failure to abide by this MAP Policy or the Policy for Authorized Dealers may result in penalties and/or termination of this Agreement at the sole discretion of YRDA.

Any Dealer violations of either the Dealer's Limited License to use YRDA's Trademarks and Copyrighted Material or YRDA's MAP Policy and/or any apparent unauthorized use by anyone of YRDA's Trademarks and/or Copyrighted Material should be reported immediately to YRDA.

These policies are subject to change at YRDA's sole discretion.

**ACKNOWLEDGMENT:**

I have received a copy of the YRDA's General Terms and Conditions and MAP Policies and I have read and understand the General Terms and Conditions and MAP Policy's requirements.

**DEALER NAME:**

**DEALER NUMBER:**

**CITY, STATE, ZIP:**

**SIGNATURE:**

**PRINT NAME:**

**DATED:**



## ACKNOWLEDGMENT AND AFFIRMATION BY DISTRIBUTOR/DEALER OF CLOSED COURSE COMPETITION ONLY

The product that you are selling is designed and intended for closed course competition use only and is labeled as such, i.e. Yoshimura "RACE SERIES." Yoshimura RACE SERIES products are neither designed nor intended for use on PUBLIC ROADS or LAND. Such use is prohibited by federal and state regulations.

In an effort to comply with federal and state regulations, Yoshimura requires distributors and dealers to follow these steps when selling Yoshimura Race Series products to any customer:

- Before the transaction is completed, the purchasers sign an "ACKNOWLEDGMENT AND AFFIRMATION BY PURCHASER OF CLOSED COURSE COMPETITION USE ONLY." A sample copy is attached and may also be found at [www.yoshimura-rd.com](http://www.yoshimura-rd.com).
- If the Race Series product is dealer installed, photographic evidence must be obtained showing that (I) it is a race-dedicated vehicle and (II) that the vehicle has markings and modifications which clearly indicate that it is for closed course competition use only.
- Following installation of the Race Series product, the vehicle may not be driven off of the premises; i.e. it must be removed by trailer or truck bed, etc.
- These documents must be maintained for a term of no less than 4-years as per federal and state law.

By signing this document, you are verifying that you agree to the requirements listed above when selling Yoshimura Race Series products or when Yoshimura Race Series products are serviced by you. Further information can be found at:

<http://www.yoshimura-rd.com/yoshimura-academy/emissions-compliance-applicationchart.asp>

[www.arb.ca.gov](http://www.arb.ca.gov)

Or by calling (800) 242-4450

Business Name:

Billing Street Address:

City:  State:  Zip:

E-mail:  Telephone:

**Manager's Name:**

**Manager's Signature:**

**Date:**

Please return this signed document.

Fax to (909) 591-2198 or e-mail to: [sales@yoshimura-rd.com](mailto:sales@yoshimura-rd.com)