



**Ciro, LLC**

1310 Gateway Circle Hudson, WI 54016

715-808-0027, [www.ciro3d.com](http://www.ciro3d.com)

Thank you for your interest in becoming one of our dealers. We are the industry's leading accessories manufacturer for the powersport industry. We reserve the right to accept or deny any dealer application. We believe that we have a lot to offer you, including:

- Premium brand
- Innovator in the motorcycle industry
- 3 Year warranty on all Ciro products
- Limited lifetime warranty on all Ciro LED lights
- Free shipping on qualifying orders
- International shipping
- Dealer support
- Strong, enforced MAP policy to protect our dealers
- No minimum order amount

**Minimum dealer requirements:**

- Commercially located retail store (business location cannot be residential)
- Primary business in the motorcycle, UTV, or ATV market
- Maintained retail display area for parts and accessories
- Regulated posted business hours
- Minimum annual purchases required
- Photos of inside and outside business required (franchise dealers are exempt)

**To assist us in processing your application, the following items are required via email or mail.**

- Completing the following documents:
  - Dealer application
  - Retail certificate
  - MAP Policy
- Additional documents needed:
  - Copy of your state tax resale certificate (if applicable)
  - Copy of your business license (if applicable)
  - International retailers include your import / export ID number
- Photos of your business inside and outside including display/service area

Thank you for your interest in Ciro. We look forward to receiving your completed application and additional documents. If you have any questions, please call our sales department at 715-808-0027.



# CIRO, LLC ACCOUNT SETUP & APPROVAL

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## BUSINESS CONTACT INFORMATION

Legal business name	
D.B.A.	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> Corporation
Website	<input type="checkbox"/> Partnership <input type="checkbox"/> LLC
Shipping address	<input type="checkbox"/> Other (please state)
City, State ZIP Code	Main phone number
Type of sales (check all that apply) <input type="checkbox"/> Retail location <input type="checkbox"/> On-line website <input type="checkbox"/> On-line third party website	

## BUSINESS AND CREDIT INFORMATION

Billing address	
City, State ZIP Code	
Federal tax (EIN)	
Business hours	Years in business
Parts manager name	Phone
Parts manager email	
General manager name	Phone
General manager email	
Accounts payable contact	Phone
Accounts payable email	
<input type="checkbox"/> Owner or <input type="checkbox"/> Partner	
Home address	
City, State ZIP Code	
Bank name	Account #
Bank contact name	Phone

## BUSINESS/TRADE REFERENCES

1. Company name	Terms
Address	Phone
City, State ZIP Code	Contact name
2. Company name	Terms
Address	Phone
City, State ZIP Code	Contact name
3. Company name	Terms
Address	Phone
City, State ZIP Code	Contact name

## AGREEMENT

In consideration of credit being extended to the above named applicant, the undersigned, on behalf of the applicant (whether an individual, partnership, LLC, corporation or other entity) and individually, unconditionally guarantees to CIRO, LLC the full and faithful payment, when due, of any and all accounts, billings, invoices, contracts or other obligations of whatever kind or nature that are presently due or hereafter owing by said Applicant to CIRO, LLC. The undersigned waives notice of CIRO, LLC'S acceptance hereof, notice of extension of credit, default, non-payment, protest, presentment, demand, partial payment, compromise and any and all other notice to which guarantor or applicant may be entitled. This guarantee is continuing and, absent written permission from CIRO, LLC, may not be revoked. The undersigned is responsible for, and shall reimburse to CIRO, LLC on demand, any all expenses including actual attorney's fees incurred by CIRO, LLC in the enforcement of this guaranty and the obligations of the applicant and the undersigned hereunder, whether or not litigation is commenced (including a \$50 fee for any NSF check). This guaranty is not assignable and shall be construed liberally in favor of CIRO, LLC. The undersigned is responsible under this guaranty whether or not CIRO, LLC pursues the applicant for the underlying indebtedness.

## SIGNATURE

Owner/Officer signature	CIRO, LLC Approval	
	Date	
Printed name	Date	Phone



## RESALE CERTIFICATE

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State of:
Business name
Business address
City, State ZIP Code

I hereby certify:

- That I hold a valid seller's permit or license number, \_\_\_\_\_, issued pursuant to the sales and use tax laws of the state listed above.
- I am engaged in the business of selling \_\_\_\_\_
- That the motorcycle and/or automotive accessories purchased from CIRO, LLC will be resold by me in the form of personal property.
- Provided however, that in the event any of this 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 the sales and use tax law to report and pay tax directly to the state based on the purchase price of such property or authorized amount.

Signature of authorized agent or purchaser
Print name
Title
Date
Owner/Officer name
Owner/Office phone



## CIRO, LLC

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### MAP POLICY

**CIRO, LLC (CIRO)** is the industry leader in designing, developing, manufacturing, and supplying creative products to the powersports industry.

**CIRO** believes it is necessary to retain their strong reputation for excellence in manufacturing, customer support, and supplying a quality product at a fair price. As such, **CIRO** wants to work with distributors and resellers who also market **CIRO** product based on the superior qualities and customer support **CIRO** products offer. To this end, **CIRO** has adopted the following Minimum Advertised Price (MAP) policy as described below.

1. **POLICY:** **CIRO** distributors or resellers shall not advertise **CIRO** products at prices less than current **CIRO** Manufacturer's Suggested Retail Price (MSRP). The MSRP is **CIRO's** current suggested retail price. All pricing is subject to change at the sole discretion of **CIRO**. This policy applies to all current and future **CIRO** products. This policy does not establish a maximum advertised price. All resellers may offer **CIRO** products at any price in excess of the MSRP established pricing.
2. **SCOPE:** This policy applies to all forms of advertising including mailing, facsimiles, catalogs, coupons, mailers, inserts, displays at consumer exhibitions and shows, radio, television, email newsletters, email solicitations, public signage, and any and all forms of advertising including without limitation, the Internet, and any other electronic network. Any price information relating to **CIRO** products on an Internet website that can be accessed directly through any hypertext link or by any other method that uses the hypertext protocol (http) is considered to be advertising for purposes of this policy. Resellers are expressly prohibited from selling any **CIRO** product or offering for sale any **CIRO** product via any Internet auction function.
  - a. Broadcast emails are a form of advertising and this policy applies to them. Emails sent in response to specific customer inquiries about identified products are not considered advertising.
  - b. The price specified in the electronic "shopping cart" at "checkout" is not considered advertising. Language such as "Click 'Buy' for Price" or "Click 'Add to Cart' for Price", "Click for Price" or "Click for Quote" may NOT be used on the same website page on which a **CIRO** product appears.
  - c. Any Internet advertisements (i.e., all website pages above the "shopping cart" level) in which a **CIRO** product appears must include a price which must be no less than MSRP.
  - d. The MAP policy does not in any way limit the ability of any reseller to advertise that "they have the lowest prices", or "will meet or beat any competitor's price", that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the product is not less than MSRP.
  - e. **CIRO** may choose to offer special promotions on certain product. In such an event, **CIRO** reserves the right to modify or suspend this MAP policy in whole or in part by notifying all resellers via email of the duration and nature of the change. Such changes shall apply equally to all resellers.

- f. **CIRO** reserves the right to discontinue product at any given time. At that point, resellers may advertise or promote the product at a reduced price. A written list of discontinued or special promotion products can be obtained from **CIRO**, upon request.
  - g. It is the sole responsibility of the reseller to provide **CIRO** with their current email address. Notifications of special promotions, discontinued product, and reduced pricing will be shared via email.
3. ADVERTISING: Language or graphics that state or suggest that **CIRO** products are being promoted at less than MSRP is prohibited, for example it is in violation of this policy to:
  - a. Show a price with a slash line through it in a manner that suggests that the advertised offer is less than MSRP.
  - b. Advertise “\$X off” or “X% off” in a manner that suggests that the advertised offer is less than MSRP, unless **CIRO** products are specifically identified as excluded from the offer.
  - c. “Bundling” or including a free or discounted **CIRO** product in a way that suggests the **CIRO** product is being offered at less than MSRP.
  - d. Offering as “free” or “gift” in association with any **CIRO** product.
  - e. Use of language such as “Less”, “Take Away”, “Subtract” in a manner that suggests the advertised offer is less than the MSRP.
4. IN-STORE ADVERTISING: For the purpose of this document, “In-Store” is defined as a brick and mortar location with a delivery address other than a PO Box. This policy does not apply to in-store advertising, such as shelf signs, price tags, window displays, etc.
5. ACTUAL SALES PRICE: This policy applies only to advertised pricing and does not relate to the actual sales price of any item.
6. ENFORCEMENT: **CIRO** will enforce this policy through its own staff and outside consultants and agents. **CIRO** will have unilateral discretion in making all determinations in relation to all aspects of a violation to the MAP policy. There will be no warnings, threats, discussions, negotiations, or appeals. There are no exceptions to this policy. A reseller is responsible for its advertising, and **CIRO** will not expend the resources necessary to determine whether a violation is intentional or accidental.
7. PENALTIES: Application of penalties for each violation are in the sole discretion of **CIRO**. Penalties will include suspension of shipments on a misadvertised product line; suspension of shipments of a broader class of products; suspension of all product shipments; or termination of reseller status.
8. EFFECTIVE DATE: This policy becomes effective December 1, 2018.
9. QUESTIONS: All questions should be directed in writing to **CIRO, LLC** 1310 Gateway Circle Hudson, WI 54016. There will be no oral communication regarding this policy. No employee or sales representative of **CIRO, LLC** has the authority to discuss or modify this policy and any action of any person which claims to modify this policy or to solicit or obtain the agreement of any person to the policy is unauthorized and invalid. It is not **CIRO’s** practice to discuss the business of one reseller to another. Accordingly, **CIRO** will not respond to any questions or comments from one reseller about the activities of any other reseller in relation to this policy.
10. WAREHOUSE DISTRIBUTORS: Warehouse distributors will supply a copy of the **CIRO** MAP policy to any new and existing resellers of **CIRO** products. The copy will be acknowledged, filled out, and returned to **CIRO**. This form shall be signed and returned to **CIRO** and in doing so, will bind the Reseller to abide by the MAP policy, and reseller requirements spelled out in this document.

*Please complete and return information requested on the following page.*

Please indicate your understanding of the **CIRO, LLC** MAP policy and your willingness to abide by its terms and conditions by providing your company's name as well as all DBAs you sell the product under and signing your name as provided below.

Date
Company
DBA
Address City, State ZIP Code
E-mail
Website
We purchase <b>CIRO, LLC</b> product through:
Signature of authorized representative
Print name
Title