



Customer # \_\_\_\_\_

**CONFIDENTIAL RETAIL DEALER APPLICATION AND SALES**

For the purpose of obtaining merchandise from Velocity Distribution 2020 Inc., the following statements are made by the Applicant, and Velocity Distribution 2020 Inc. shall rely on all such statements as correct. This agreement is between the Applicant who has signed on the reverse side, and Velocity Distribution 2020 Inc., a Canadian Corporation, herein referred to as "VD". Applicant authorizes VD to contact any references given and inquire about credit history. Applicant acknowledges that it has read and understands the terms and conditions hereof and agrees to be bound by them that this document is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and that this document supersedes all proposals, oral or written. Applicant further agrees to notify VD in writing within five days of any change of ownership, address, telephone, authorized purchasing agents, banks, transfer of listed assets, or other facts set forth below.

**GENERAL INFORMATION:**

Legal entity name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Doing business as (name): \_\_\_\_\_

Website: \_\_\_\_\_

Physical address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal code: \_\_\_\_\_

Billing address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal code: \_\_\_\_\_

Date business started: \_\_\_\_/\_\_\_\_/\_\_\_\_ How long at present location? \_\_\_\_\_

Normal business hours: \_\_\_\_\_

Is a purchase order required?  Yes  No

<u>Contact</u>	<u>Telephone</u>	<u>Email</u>	<u>Receive E-Bill</u>
Store manager: ( ) _____	x _____	_____	<input type="checkbox"/>
Parts manager: ( ) _____	x _____	_____	<input type="checkbox"/>
Bookkeeper: ( ) _____	x _____	_____	<input type="checkbox"/>

<u>Brands sold:</u>	<u>Since:</u>	<u>Annual volume:</u>	<u>% of total sales:</u>	<u>Financing:</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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Officers/Principals:

Owner/Officer Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal code: \_\_\_\_\_

Owner/Officer Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal code: \_\_\_\_\_

**TERMS AND CONDITIONS**

1. Upon approval of this application, VD, in its sole discretion, will assign a maximum credit line and shall have the right to increase, decrease, or terminate Applicant’s credit privileges at any time without prior notice to Applicant, except as otherwise provided by law.
2. Payment of the purchase price for goods and/or services acquired from VD shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established on said invoice. The entire outstanding balance due to VD on all invoices shall become due in full immediately upon default in the payment of any invoice.
3. Applicant agrees to pay interest in the amount of 2% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.
4. Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and that this information is being provided to VD for the purpose of inducing VD to extending credit to Applicant and understands that VD intends to rely upon such information as correct.
5. The failure of VD to insist, in any one or more instances, upon performance hereunder, or to exercise any right hereunder, is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right.
6. Applicant shall pay to VD all expenses, including, without limitation, reasonable attorney’s fees of not less than 25% of amount owed, or actual attorney fees, whichever is higher and the fees of any collection agencies and court costs, incurred by VD in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereunder.
7. GENERAL. (a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties.  
 (b) If any provision of the Agreement is unenforceable, such unenforceability shall not affect the remainder of the Agreement unless a failure of consideration would thereby result.  
 (c) This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the Province of Ontario. The venue for any and all court actions shall be filed and held in the East Judicial region of Ontario.  
 (d) This Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns.  
 (e) The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.

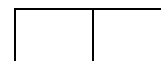
**DIGITAL CONTENT USE RIGHTS**

Dealer authorizes Velocity Distribution 2020 Inc. to use/segment, record video tapes produced, or reproduce/copy images of products distributed by Velocity Distribution 2020 Inc. by any audio-visual means possible. The Dealer's images/videos may therefore be broadcast on any media/platforms chosen by Velocity Distribution 2020 Inc. for an unlimited number of uses for communication/advertising purposes. In addition, the Licensee authorizes Velocity Distribution 2020 Inc. to disseminate its videos/photos to the public using any means possible, including social media and the Internet. However, Velocity Distribution 2020 Inc. is required to refrain from any editing that would present the Dealer in a dishonorable or demeaning manner. Furthermore, Velocity Distribution 2020 Inc. is prohibited from transferring the rights under this agreement to any person without the prior express written consent of the Licensee.

**OEM PARTS AND ACCESSORIES**

Dealers who purchase framesets, specifying that all additional components from Hayes, Manitou, Protaper, Sun Ringlé, Reynolds, DVO suspension, Box components or others, can only be purchased through (V.D.) in addition to a bicycle frame, as OEM parts in the objective of building complete bikes for retail.

NO PARTS from these manufacturers can be sold as retail, NO PARTS can be purchased without a frame, and selling these parts as retail without a frame would infringe on this agreement, therefore forfeiting the dealer’s ability to purchase aforementioned components for frames in the future.



The availability of parts and components cannot be guaranteed at all times and subject to delays, however, both (V.D.) and OEM suppliers will provide the best options and choices available and provide ETA's for components if needed. Some limitations may apply to models, colors and sizes at any given time.

## **RETURN AND EXCHANGE POLICY**

Please note that if you refuse the package upon delivery without contacting us first, you will be charged a 15% restocking fee as well as all shipping costs associated with your order (to and from your address).

We accept returns on all products up to 30 DAYS after receiving the order without a restocking fee. Buyers will be responsible for payment of shipping charges unless we are at fault.

We only accept returns on unused and uninstalled products, always in the original unopened packaging.

Please note that a 15% restocking fee is applied starting on the 31st day after receiving the products in your store, including return shipping costs.

Refunds can be made on the same payment method used to purchase your item or on a different method if necessary. We do not accept returns on sale items or discounted sales. Please keep in mind that each return is handled differently depending on the situation, we suggest you contact us before doing anything.

## **MAP (MINIMUM ADVERTISED PRICING)**

Velocity Distribution inc. (hereafter referred to as "Velocity"), has adopted a unilateral Minimum Advertised Pricing (MAP) policy for all present and future Products. MAP price is the Velocity Manufacturer Suggested Retail Price (MSRP). Velocity has invested significant resources in product development and marketing to build and maintain this reputation and generate goodwill toward the Velocity, FUELL, DaBomb, Flat Tire Defender (FTD), TruckeCo and Lyne Component brands. Velocity has adopted this policy to prevent price-based advertising that tends to cheapen or degrade the image of its Products in the marketplace, and thus erode its goodwill and brand reputation.

All Authorized Dealers are required to comply with this policy. The Velocity, FUELL, DaBomb, Flat Tire Defender (FTD), TruckeCo and Lyne Component trademarks and intellectual property may only be used as specified in this policy, and only by Authorized Dealers in instances approved by Velocity in advance (such instances may be limited or suspended at any time by Velocity). Velocity' intellectual property includes the names, trademarks, logos, images, part numbers, descriptions, advertising copy, drawings, specifications, test results, instructions, application data, and any other marketing information developed and published by Velocity.

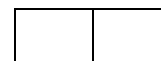
Under this unilateral MAP policy, any marketing or public advertisement of the Authorized Dealer for the Products must not result in a net price that is below the MAP price. Velocity has established a MAP price for each Product.

This policy applies to all forms of public or consumer advertising including but not limited to television, radio, print advertising, catalogs, letters, coupons, internet advertising, email solicitations, websites, or online auctions.

Advertisements must not indicate that a price lower than MAP is available. It is a violation of this policy if the lowest price displayed to the consumer is shown with a strikethrough or obliteration, or with text indicating that a lower price is available. Internet advertisements or auctions that do not show an actual un-obliterated price must not allow the consumer to click to see the price unless the price shown is at or above MAP price. 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 price.

In the event that Velocity determines that a dealer or distributor has violated this policy, then Velocity will attempt to send a notice of policy violation to the dealer or distributor. Authorized Dealers are responsible to enforce this policy to any of its authorized resellers that sell the Products. If the Authorized Dealer does not take appropriate action to remove the offending material within a period of time defined by Velocity in its sole discretion, then Velocity will suspend the Authorized Dealer license under the Agreement until action has been taken by the Authorized Dealer to the satisfaction of Velocity. It is the responsibility of each Authorized Dealer to monitor Velocity and FUELL, DaBomb, Flat Tire Defender (FTD), TruckeCo and Lyne Component price changes and review all advertisements before publication to ensure compliance with this MAP policy.

Questions regarding this policy should be submitted in writing to [nick@veldist.com](mailto:nick@veldist.com)



**APPLICANT**

By Authorized Agent:

\_\_\_\_\_  
(Full firm name) (Signature) (Date)

\_\_\_\_\_  
(Print name) (Title)

**GUARANTEE**

The undersigned, \_\_\_\_\_ ("Guarantor") of \_\_\_\_\_ having a financial interest in Applicant and benefiting from the transactions contemplated by this Agreement, hereby personally guarantees the payment of Applicant to VD of all amounts due and owing now, and from time-to-time hereafter. Guarantor expressly waives notice from VD of its acceptance and reliance on its personal guarantee, notice of sales made to Applicant, and notice of default by Applicant. The obligations of Guarantor hereunder shall not be affected, excused, modified or impaired upon the happening, from time to time of any event. No set-off, counterclaim or reduction of any obligation, or any defence of any kind or nature which the Guarantor has or may have against the Applicant or VD in the event of a default by Applicant on its obligations to VD. VD may proceed directly to enforce its rights hereunder and shall have the right to proceed first against Guarantor, without proceeding with, or exhausting, any other remedies it may have. Guarantor agrees to pay all costs, expenses, and fees, including reasonable attorney's fees, which may be incurred by VD in enforcing this personal guarantee or protecting its rights following any default on the part of Guarantor. This personal guarantee shall be binding upon Guarantor, The Guarantor's heirs, successors, assigns, representatives, and survivors, and shall inure to the benefit of VD, its successors and assigns. This personal guarantee shall be governed by and interpreted with the laws and decisions of the province of Ontario.

\_\_\_\_\_  
(Print name) (Signature) (Date)

\_\_\_\_\_  
(Address)

