



Thank you for your interest in becoming a dealer for 4XPRO.

Please complete the attached dealer application. Email a signed copy with your business license or tax id and some other proof you work with ATVs and UTVs. If your business resides in the state of Florida, please also send a copy of your State Resale Certificate for our files. Our full catalog of products can be

found on our website at www.4xpro.com

Email to sales@4xpro.com.

If you have any questions, contact us at (813) 814-4196.

We look forward to providing you with excellent product quality, availability, customer service, and technical support.



Dealer Program

1. **MAP Pricing.** The advertised price of all 4XPRO products must match the pricing stated by 4XPRO or higher. Failure to follow this policy will result in the closing of your account. To check pricing log in to your 4XPRO account on 4XPRO.com

2. **Warranty.** All products sold by 4XPRO are warranted for a period of one (1) year from the date of actual purchase. A condition precedent to the enforcement of these warranties is proof of purchase of the 4XPRO product. This warranty excludes Lift Kits and torn boots. When doing a warranty, dealer shall provide date of original purchase from customer.
 - All warranties must be authorized prior to shipping to 4XPRO.
 - 4XPRO will authorize the warranty by issuing a Return Goods number.
 - The warranty must be done by the dealer and not the customer.
 - There is a \$10.00 fee per item to process the warranty, this includes a return air-bill to send the product back to 4XPRO.
 - Call us at 813.814.4196 to start the warranty process.

3. **Shipping & Return Policy** 4XPRO's goal is customer satisfaction. If for some reason you are not satisfied with your purchase whether your order was processed on our website or ordered through one of our Customer Sales Associates, you may return your product for a refund up to 30 days after the date of shipment.

All returns are subject to a 10% restocking fee. All returns must be authorized by a 4XPRO associate with a new return number prior to shipping. The new return number must be written on the outside of the box when the item is shipped back to 4XPRO.

Contact

If you have any questions, please give us a call, or email us.

- 813-814-4196
- sales@4xpro.com



4XPRO DEALER AGREEMENT

Please complete this dealer application **with a copy of your business license, printed advertisement or other publication** demonstrating your position in the industry. Email it to Sales@4XPro.com or fax it to 813-814-2990. If your business resides in the state of Florida, please also send a copy of your State Resale Certificate for our files. You may choose to visit our website at www.4XPRO.com for more information on our products.

Company's Legal Name:				
Shipping Address:	Street:	City:	State:	Zip:
Mailing Address:	Street:	City:	State:	Zip:
Federal I.D. or Owner's SS#:				
E-Mail Address:		Website:		
Phone Number:		Fax Number:		
Method of Payment:	<input type="radio"/> VISA	<input type="radio"/> MASTERCARD	<input type="radio"/> DISCOVER	<input type="radio"/> AMERICAN EXPRESS
Credit Card Number:			Exp. Date:	
Name on Credit Card:				
Card Holder's Signature:		Print Name:		

- Dealer represents and warrants to 4XPRO that the above Dealer information is accurate and correct.
- Terms of Payment.** All delinquent accounts are subject to a late charge of 1½ percent per month until paid in full. 4XPRO shall be entitled to recover a reasonable attorney's fee and court costs should 4XPRO engage an attorney to collect upon this Agreement or any transaction hereunder.
- Credit Card Authority.** Dealer has given 4XPRO the authority to utilize the credit card itemized hereinabove and/or any new credit card added to the Dealer's account to pay for services, products, past due balances, and any related fees. Subject to the terms hereof, Dealer waives all rights to challenge or set aside any lawful charge made by 4XPRO for the sale of its products or services hereunder.
- Authorization.** The undersigned individual hereby warrants and represents that the undersigned individual is an officer of the Dealer company, is duly authorized to make this Agreement, and this Agreement has been ratified and approved by the applicable directors and/or officers of the Dealer company. Upon execution, this Agreement shall be a binding contract between the parties hereto.
- LIMITATION OF WARRANTIES AND DAMAGES.** THE WRITTEN WARRANTIES PROVIDED HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. 4XPRO SHALL NOT BE LIABLE TO THE USER OR BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY TYPE. THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF THE LIABILITY OF 4XPRO, FOR ALL LOSSES, DAMAGES, OR INJURIES FROM THE USE OF 4XPRO PARTS, PRODUCTS, OR REPAIRS (INCLUDING CLAIMS BASED UPON CONTRACT NEGLIGENCE, STRICT LIABILITY, OR TORT) SHALL BE THE REPLACEMENT OR REPAIR REMEDIES SPECIFIED UNDER THE WRITTEN WARRANTIES SET FORTH HEREINBELOW. THESE TERMS ARE AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES BASED UPON THE PRICE OF SALE NEGOTIATED HEREIN.
- General Terms.** This agreement is made in the state of Florida, and all payments due hereunder shall be made to 4XPRO at its principal offices at 306 Mears Blvd. Oldsmar, FL 34677. Venue for the enforcement of this Agreement or for the resolution of any dispute between Buyer and 4XPRO shall be adjudicated in Pinellas County, Florida, and venue for all suits shall be fixed in Pinellas County, Florida. In the event that a Buyer asserts any claim against 4XPRO, under the aforementioned warranties or otherwise, and if said claims are not resolved through negotiations between the parties, then all such claims and disputes shall be subject to non-binding mediation in Pinellas County, Florida, as a condition precedent to Buyer's asserting any legal action against 4XPRO. Said mediation shall be conducted by a certified mediator under the laws of the state of Florida, and each party shall be responsible for paying an equal share of all mediation costs. This mandatory mediation shall be a condition precedent to the filing of any legal action or lawsuit, and the terms of this Agreement shall be enforceable by any court of competent jurisdiction.
- MAP Pricing.** The advertised price of all 4XPRO products must match the pricing stated by 4XPRO. Failure to follow this policy will result in the closing of your account.

4XPRO

By: Teresa Spann

Its: CFO

DEALER

By: _____

Its: _____

Date: _____

Thank you for your interest. We look forward to providing you with excellent product quality, availability, and customer service.