



# DEALER AGREEMENT

NEW ACCOUNT APPLICATION

**DEALER ACCOUNT APPLICATION PROCESS:**

Thank you for your interest in becoming a dealer for VersaTrax. In this packet, you will find everything to start the process of becoming a dealer/distributor for VersaTrax. Included in this packet is a copy of our current Terms & Conditions and our Warranty Policy.

You will need to complete and return the below items to VersaTrax via email at info@versatrax.com:

- 1. Signed Terms & Conditions Forms
- 2. Copy of Business License
- 3. Copy of Tax-Exempt Resale Certificate(s)

If you have any questions, please do not hesitate to contact us at info@versatrax.com.

**ORDERING:**

All orders placed for merchandise will be pre-paid at the time of the order entry. All orders MUST be submitted via email at info@versatrax.com.

**ORDER ACKNOWLEDGEMENT:**

All Product(s) orders are subject to the Program Terms, without the need for further confirmation of the same when the order is placed. Any additional or different terms or conditions proposed by a Distributor/ Dealer in a purchase order or any other form of authorization or acceptance are objected to and excluded, without need of further notice of objection by VersaTrax LLC, regardless if VersaTrax places or ships Product(s) pursuant to Distributor/Dealer's order. Further, in the event that VersaTrax LLC receives an order from a customer that has not signed this VersaTrax Dealer/Distributor Program document, then such customer will, nonetheless, be deemed to have assented to the Program Terms if VersaTrax places or ships any of the ordered Product(s) pursuant to the customer's order.

**SHIPPING POLICY:**

We cannot be held responsible for any product damage incurred during transit. VersaTrax LLC will facilitate a claim, on the customers behalf with the carrier.

**IF** the package doesn't require a signature and it has been delivered while you were not present, and you discover that the package has been delivered damaged, please take photos of the damaged package before opening it. Next contact VersaTrax via email right away to explain that the package has been delivered damaged.

**IF** any items manufactured by VersaTrax are missing from your order, VersaTrax will replace these items free of charge for a duration of 14 days from the day your items ship from our facility.

VERSATRAX LLC IS NOT LIABLE FOR PACKAGES THAT ARE MISPLACED OR STOLEN AFTER THEY HAVE BEEN DELIVERED. If you are worried about your shipment potentially getting stolen, please have the item delivered to a different address where someone will be available to receive it. After an order is shipped, you will receive tracking information so you will know when the item will arrive. VersaTrax will not refund or reimburse your order in any way if the package is misplaced or stolen once the tracking info shows delivered.

VERSATRAX DOES NOT SHIP TO PO BOX ADDRESSES!

**RETURN/REFUND POLICY:**

Purchases made at VersaTrax can be returned for any reason up to 30 days after receiving shipment. All returned products must be in like new, unmodified, resalable condition and include original packaging and all hardware. The cost of return shipping is the responsibility of the customer in addition to a 20% restocking fee. Any products that are determined to not be in new condition will incur an additional fee at the discretion of VersaTrax. PRODUCTS THAT HAVE BEEN CUSTOMIZED OR MODIFIED IN ANY WAY ARE NOT ELIGIBLE FOR RETURNS.

After 14 days, all non-warranty related returns are at the sole discretion of VersaTrax LLC. If your return is approved, a restocking fee of 30% will apply. The customer will be required to submit photos as proof of condition. VersaTrax LLC will not accept products that are not in a like new condition.

**CANCELATION POLICY:**

All orders may be cancelled if the product has not yet shipped, and will incur a 10% cancellation fee. Once a product is shipped it will fall under our terms established in our Return Policy.

To request a return or to cancel your order, email us at info@versatrax.com.

Authorized Signee Initials: \_\_\_\_\_

**LIMITED LIFETIME WARRANTY:**

This Limited Lifetime Warranty is the sole and exclusive warranty for VersaTrax OneTrax and RailTrax products. No employee, agent, dealer, or other person is authorized to alter this warranty or make any other warranty on behalf of VersaTrax LLC.

**WHAT IS COVERED?:**

VersaTrax OneTrax and RailTrax are warranted to be free of material and workmanship defects.

**HOW LONG WILL THE WARRANTY LAST?:**

This warranty lasts for the lifetime of the VersaTrax OneTrax and RailTrax products. Warranty coverage ends when the product becomes unusable for reasons other than defects in workmanship or material.

**NORMAL WEAR AND TEAR:**

Commonly, OneTrax and RailTrax are used in the most demanding applications and environments. Under these conditions and over time, the product may experience normal wear and tear, including, but not limited to, scratches, dents, discoloration, or corrosion

**DEFECTS IN MATERIAL OR WORKSMANSHIP:**

This warranty will include any issues caused by manufacture defects including fitment issues, failing hardware, or a failure in the L-series track within operating limitations prescribed by VersaTrax. Products will only be warrantied if installed and used in accordance with VersaTrax installation guidelines.

**WHAT IS NOT COVERED:**

VersaTrax is not responsible for defects that are not in control of VersaTrax such as damage from unsecure cargo, overloading, incorrect assembly, poor maintenance practices, damaging acts of God such as extreme weather e.g.: hail, flooding, lightning, extreme wind, parts damaged as a result of abuse, misuse, improper installation, alteration, modification, vehicular accidents or **normal wear and tear will not be covered by the warranty.**

Under no circumstances shall VersaTrax be liable to any holder, purchaser, or owner of a VersaTrax product and/or products sold by VersaTrax for damages of any kind, whether incidental or consequential, including, but not limited to, damage to or loss of property, damages as a result of installation, loss of profits, loss of revenue, loss of opportunity, loss of use, losses related to downtime of any kind, the cost of replacement transportation, the cost of replacement parts, the cost of substitution parts, or claims of any kind from the original purchaser unrelated to VersaTrax and affiliated products, whether based on contract and/or tort (including strict liability, negligence or otherwise).

**EXECUTING THE LIMITED LIFETIME WARRANTY**

In the event that you have a problem with your VersaTrax product due to a **defect in materials or workmanship**, we will replace the defective product or provide issuance of a refund (as determined by VersaTrax).

For all warranty inquiry's, contact VersaTrax via email at [info@versatrax.com](mailto:info@versatrax.com).

**DEALER DISCOUNT:**

<b>One Time Industry Order</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
10% Discount	20% Discount	25% Discount	30% Discount
Minimum Purchase \$1000	Minimum Purchase \$2500	Minimum Purchase \$5000	Minimum Purchase \$10000
	<b><u>OR</u></b>	<b><u>OR</u></b>	<b><u>OR</u></b>
No Annual Purchase Requirement	Minimum Annual Purchases \$5000	Minimum Annual Purchases \$10000	Minimum Annual Purchases \$20000
No Kick-Back	\$500 Kick-Back if exceed minimum \$10,000 Tier 2 annual sales requirement	\$1000 Kick-Back if exceed minimum \$20,000 Tier 3 annual sales requirement	\$2000 Kick-Back if exceed \$40,000 annual sales requirement

If you are a current dealer, we will assign you to a tier based on your prior calendar year sales. New account holders will need to make the minimum order requirement to receive tier discounts until minimum annual purchase requirements are met.

If prior year annual purchase requirement is met, one-time industry orders will be discounted at the tier discounted rate evaluated from prior year gross sales.

Minimum purchase requirements will be calculated at the discounted tier rate for the order.

Annual kick-backs are provided to dealers that exceed the gross sales requirements of a higher-level tier.

Annual kick-backs will be provided to the customer via store credit.

Tier discounts will be reevaluated annually.

**VERSATRAX LLC MAP POLICY**

VersaTrax has adopted a Minimum Advertised Price Policy (MAP) for all VersaTrax branded products. This policy, dated November 1st, 2022 replaces any previous version. VersaTrax's MAP price is equivalent to the MSRP on VersaTrax product(s).

VersaTrax products have been established as a premium brand with a reputation for high quality and performance. VersaTrax has invested considerable resources in marketing and product development to build and maintain this reputation, establish a favorable marketing position and generate good will toward the VersaTrax brand.

VersaTrax LLC supports and enforces our MAP Policy to prevent advertising that tends to depreciate or degrade the image and position of the VersaTrax brand, products and trademarks in the marketplace maintaining the quality VersaTrax brand reputation. By adopting a MAP policy, VersaTrax dealer/distributors and customers benefit from enhanced profitability, loyalty and product image.

No part of VersaTrax's MAP policy is designed to determine, control or influence the actual selling price of VersaTrax branded products. This MAP policy does not apply to the actual price at which products are sold in a retail location, over the telephone or in response to a customer inquiry. This MAP policy does not apply to signs or price tags located within a physical retail store and not visible from outside of a retail store. Authorized VersaTrax dealers/distributors are free to set the actual retail price of each VersaTrax product.

For purposes of this MAP policy, "advertising" is defined as any form of media including, but not restricted to forms of social media, print, radio, television, billboards, brochures, posters, catalogs, letters, coupons, internet, E-

Authorized Signee Initials: \_\_\_\_\_

commerce, direct mail, e-mail solicitations, e-mail newsletters, mass promotional mail, faxes, online auctions or any internet link to a website-based shopping cart.

Any attempt to advertise VersaTrax products at prices other than set by this MAP policy directly or indirectly, including on the internet, will be considered an attempt to undermine the MAP policy and will therefore be considered a violation of the policy.

VersaTrax products must be advertised at full MSRP, as listed on our website, inclusive of free shipping if meeting minimum order price. If VersaTrax runs a sales promotion, we will inform our dealers that they may lower their MAP for the duration of our sale to remain competitive. If we are running a promotion where you are allowed to lower your MAP, VersaTrax will inform you.

**PRODUCT DESIGN:**

We reserve the right, without notice, to change any material, specifications, part numbers or labeling without incurring any obligation to the buyer for past or future merchandise purchases.

**INTELLECTUAL PROPERTY:**

VersaTrax maintains ownership of all brands, trademarks, logos, images, registrations and all other intellectual, proprietary information for all VersaTrax products. Trademark infringement and counterfeiting will be dealt with to the fullest extent of the law.

**TERMS & CONDITIONS**

CUSTOMER HEREBY STATES THAT ALL INFORMATION IN THIS APPLICATION IS TRUE AND CORRECT. *CUSTOMER HAS READ AND UNDERSTOOD THE AFOREMENTIONED VERSATRAX TERMS AND CONDITIONS. CUSTOMER WILL ABIDE BY THE VERSATRAX TERMS AND CONDITIONS AS SET FORTH AND WILL BE NOTIFIED IN WRITING WHEN THE TERMS AND CONDITIONS OF BUSINESS CHANGE.*

\_\_\_\_\_  
Printed Name of Authorized Signee

\_\_\_\_\_  
Title of Authorized Signee

\_\_\_\_\_  
Signature of Authorized Signee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Business Address

Authorized Signee Initials: \_\_\_\_\_