



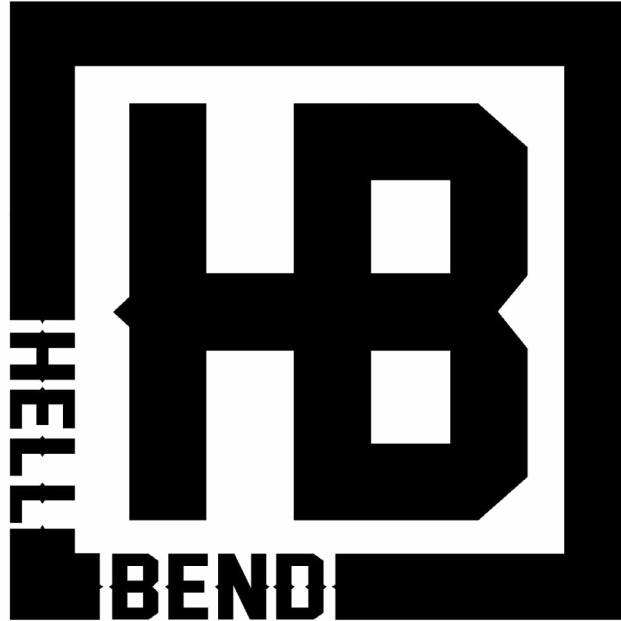
**HELLBEND, USA**

14400 Industry Circle, La Mirada, CA 90638

[Hellbend.com](http://Hellbend.com)

(626) 354-7284

**DEALER TERMS AND CONDITIONS AGREEMENT**



Dear Future Hellbend Dealer,

Thank you so much for your interest in our Hellbend brand and parts. Hellbend is not just a cool sounding name, Hellbend also means Premium Quality parts, Premium Quality Parts that will surely satisfy your customers. To ensure our brand maintains a premium level of quality, we make sure to screen potential Dealer accounts very carefully. This is so we make sure you are a perfect fit for Hellbend and Hellbend is a perfect fit for you. We hold your business in high regard and hope that we can work together in the future to cultivate and flourish our business and yours.

Please review the following terms of our Dealer Accounts, and if you are in agreement, complete and sign the application below and return it to us. When we determine our partnership is mutually beneficial, we'll send you our price list and other applicable information.

We appreciate the interest and look forward to working with you.

Sincerely,

HellBend

Please note: SEND AGREEMENTS BY EMAIL or CERTIFIED MAIL ONLY. NO FAXED AGREEMENTS WILL BE ACCEPTED.

Email agreements to: [dealers@hellbend.com](mailto:dealers@hellbend.com)

OR Mail in agreements via CERTIFIED MAIL to:

**Hellbend • Attn: Dealer Agreement • 14400 Industry Circle • La Mirada, CA • 90638**

# DEALER AGREEMENT AND TERMS OF SALE

Submission of this Dealer Application indicates that you agree to the terms outlined in the following Dealer Agreement:

## MINIMUM ORDER REQUIREMENTS

Hellbend offers two (2) Dealer Account purchase options, based on spending amount, outlined below.

You may establish your account at any starting level as long as you match the spending amount for that level.

You may move up to a different level at anytime. To change your Dealer Account Level, spend the minimum amount required for that level for your account. To maintain this level, you must spend that level's minimum amount within each year.

<b>DEALER LEVEL 1</b>	
No Minimum Purchase	Discount
Premium Risers and Bars	20% off MSRP
All Other Parts & Accessories	10% off MSRP

<b>DEALER LEVEL 2</b>	
Spend \$1500+	Discount
Premium Risers and Bars	30% off MSRP
All Other Parts & Accessories	15% off MSRP

# **PRICING, SALES, AND IMAGERY**

## **MSRP**

You agree to sell any Products or goods purchased from Hellbend at the manufacturer's suggested retail price (MSRP) or higher. In the event the Dealer Account chooses to place the products or goods for sale at discount, the Dealer Account cannot discount the products more than 15% below MSRP or, if applicable, our Minimum Advertised Price (MAP)\*

If you choose to participate in a special event and would like to advertise a special event sale price beyond the 15% discount, you, the Dealer Account, must request it in writing to Hellbend prior to the event. Hellbend will typically grant special event pricing on a semi-annual basis.

## **MAP\***

Hellbend does offer some proprietary products that we allow to be sold under our MSRP at a minimum advertised price (MAP). These products or goods must be sold at or above this MAP.

Any violation of this MAP policy for the offending Dealer Account is grounds for immediate Account termination.

## **WEB/ONLINE ECOMMERCE**

No products or goods purchased from or produced by Hellbend shall be resold by or through any online auction, store (Amazon, eBay, Wal-Mart, other e-commerce marketplaces, or anything similar) without the express, written authority of Hellbend. The Dealer Account may sell products and goods produced by Hellbend through an online marketplace/store IF the marketplace/store is owned by the individual or business applying for a Dealer Account. This marketplace/store must be listed on the Dealer Application to be approved by Hellbend.

Any violation of this policy for the offending Dealer Account is grounds for immediate Account termination.

## **PRODUCT IMAGES**

If the Dealer Account needs imagery to use for print or their online presence, Hellbend will make available our library of images. Please contact us if you choose to produce your own imagery for any products or goods produced by Hellbend. Any imagery you provide yourself must be approved prior to use. Hellbend will try to respond to your submission as quickly as possible, but please allow adequate lead-time for approval; two weeks is recommended.

# **RESALE, PAYMENT, AND SHIPPING**

## **RESELLING TO DEALER ACCOUNTS**

If the Dealer Account wishes to resell any products or goods produced by Hellbend to any individual or business for re-sale must also require that individual or business to strictly adhere the these same Dealer Account guidelines set forth in this Dealer Agreement.

Any Dealer Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement and immediate Dealer termination.

## **PAYMENT METHODS**

At this time, Hellbend is not extending credit terms. All orders must be accompanied by pre-payment. We accept company checks (must clear prior to shipment), credit card payment online via our website or over the phone. NO COD. (check/cash on delivery)

## **PACKAGING AND QUALITY CONTROL**

All products come packaged in standard brown shipping boxes with a package content manifest with Hellbend company letterhead in each package to ensure Quality Control.

## **SHIPPING & HANDLING**

Items will be shipped USPS, FedEx, or UPS Ground shipping, based on cost and affordability. The Dealer Account may request for an expedited mode of shipping if available. Your shipping total on all orders includes the cost of packaging materials and handling fees.

# RETURNS AND WARRANTY

## **SHIPPING DISCREPANCIES, RETURNS AND WARRANTY**

Order discrepancies must be brought to the Hellbend customer support department's attention within 5 business days of receipt of shipment. Email [dealers@hellbend.com](mailto:dealers@hellbend.com). We strive to maintain our Premium Quality throughout and aim to protect your reputation, and ours; if you or your customer find any issues related to manufacturing defects during the first 90 days, we will work with you to find a resolution!

## **MERCHANTABILITY AND MISREPRESENTATIONS**

Dealer Account agrees that Hellbend makes no warranty, express or implied, as to the merchantability of Hellbend products. Dealer Account also agrees that Hellbend is not liable for any misuse or misrepresentations of the products the Dealer Account for final retail purchaser or customer and indemnifies Hellbend for any legal actions that might emanate from such actions.

Hellbend reserves the right to change the terms of this Agreement if necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

# AGREEMENT

## CONFIRMATION OF AGREEMENT TO POLICIES/TERMS & CONDITIONS

- I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Hellbend the right to take legal action to enforce these conditions. In the event Hellbend must use legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.
  
- I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.
  
- I have reviewed and understand the Hellbend policies and procedures for payment and shipping as well as all terms and conditions. I authorize Hellbend to keep this agreement on file and apply these policies to all future transactions made between Hellbend, it's partners and it's subsidiaries.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please note: SEND AGREEMENTS BY EMAIL or CERTIFIED MAIL ONLY. NO FAXED AGREEMENTS WILL BE ACCEPTED.

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