

Terms and Conditions - Credit Application

Approval will be considered on receipt of faxed or mailed Credit Application. Signature required below for release of credit reference / bank relationship information, and for verification of agreement with SOTA Offroad, Inc. terms and conditions. Insufficient funds, stop pay, refer to maker and account closed returned checks may cause revocation of check writing privileges. All returned checks are subject to a \$25.00 service charge. Billing disputes, kept untagged merchandise, unpaid 15% restock fees, unpaid freight fees on undelivered merchandise and non-returned RGA product may cause revocation of check writing privileges. Uncollected checks over 90 days may be subject to outside collection. Applicant agrees to pay all collection and legal fees.

Applicant hereby grants to the SOTA Offroad a continuing security interest in all the wheels, accessories, other inventory, and all the proceeds/products there from, whether now or hereafter existing or acquired, including insurance proceeds, sold to Applicant which security interest covers all present and future sales of wheels and other inventory sold by the Company to the Applicant.

In the event of default in the payment of any sum due, Company shall have at any time thereafter the rights and remedies provided in the Uniform Commercial Code of the State of California including the right to take immediate possession of the collateral, sell the collateral at public or private sale, upon the terms and in such manner as the Company may determine.

Upon approval of credit, I agree to pay in full and in accordance with the terms of sale as indicated on Company invoices. A service charge will be added on past due accounts. I authorize my bank or other agencies with whom I have credit dealings to release financial information to SOTA Offroad, Inc. in support of this application.

I hereby acknowledge receipt of a copy of this application including an understanding of the credit disclosures herein, which are part of this application.

Company Name:	
Printed Name:	
Title:	
Date:	
Signature:	



COMPANY INFORMATION

Company Name:	eMail:
DBA:	Phone: Fax:
Address 1:	Address 2:
City:	State: Zip code:
SHIPPING ADDRESS (IF DIFFERENT)	
Address 1:	Address 2:
City:	State: Zip code:
Federal ID Number: Resale	Number: State:
PRINCIPAL INFORMATION	
Principal Name 1:	Title: Phone:
Address 1:	Address 2:
City: State:	Zip code: Driver's Lic:
Principal Name 2:	Title: Phone:
Address 1:	Address 2:
City: State:	Zip code: Driver's Lic:
BANK REFERENCES	
Credit Card No:	Exp Date: Am/V/MC:
Name on Card:	CVV/CID
Name of Bank:	Account Number:
Address:	
City:	State: Zip code:



REQUIREMENTS:

Company must be a legitimate automotive aftermarket business having the expressed intent to sell at a proper profit margin.

Initials
" I AGREE"

TERMS:

COD Cash - Cashiers check, certified check or money order COD Company Check - Upon approval of credit application

Initials
" I AGREE"

*No personal checks accepted COD tags - \$9.00 each (Only one tag per set or order)

Please do not accept non-tagged and refuse the tagged shipments. This will result in future shipments having C.O.D. tags on every box

Credit Cards - Visa, Master Card & American Express

Open Account - Available for volume accounts, upon approval of credit application

Open account terms are Net 10th Prox

Dealer Information Application - Must be on file before shipping of first order

Returned Checks - a \$25.00 insufficient check charge will apply

FREIGHT:

Initials
" I AGREE"

Initials

" I AGREE"

Freight Prepaid for 48 or more shippable wheels via ground service or least cost method All orders less than 48 shippable pieces will be charged shipping fee per wheel

Alternative shipping methods - UPS Red, Blue, Three Day Select or any other alternative

shipping method will be billed at that method's current rate

Refusals - All refusals will be subject to a 15% restocking fee and the return freight charges

Freight Damage - Notify the carrier immediately (within 24 hours) Credit will be issued when credit is received from the carrier

FREIGHT:

Attention - Inspect and trial fit all wheels before mounting tires!

Mounted wheels are non-returnable. "You mount them; you own them!"

RA# - All returns must have a return authorization number marked clearly on the outside of the box before shipping

Return Address: SOTA Offroad 1550 MAGNOLIA # 105 CORONA, CA 92879

First line/stocking product - May be returned for full credit, less the outbound freight, within 30 days of purchase

All returned product must be in original packaging and condition, and must be shipped prepaid freight

Returns older than 30 days will be charged a 15% restocking fee

Non-Stocking product will be charged a 15% restocking fee

Special priced/special orders/discounted Product - IS NOT RETURNABLE!

Call tags will only be issued for errors by our shipping department

All other call tags will be billed at \$9.00 each, plus freight

MAP POLICY:

Initials
" I AGREE"

The Minimum Advertised Price (MAP) policy for SOTA Offroad is 15% off current MSRP. This is to prevent the advertising of SOTA Offroad products below 15% off MSRP. This policy applies to all dealers and distributors advertising SOTA Offroad products on a retail or wholesale basis. This policy applies to advertising of SOTA Offroad products via all media including print, audio, internet, electronic, websites, e-mail or other means that advertise SOTA Offroad on a mass or broadcast basis. SOTA Offroad dealers and distributors must not advertise a SOTA Offroad branded product that results in a net price below retail MAP policy. Use of SOTA Offroad name, trademarks and intellectual property or other marketing information developed or published by SOTA Offroad will not be enforced under the MAP policy for thirty (30) days. Violation of this policy can/will result in termination of dealer/distributor account.

1791 E MIRALOMA AVE, PLACENTIA, CA 92870 www.SOTAOFFROAD.com



RESALE TAX CERTIFICATE

	Issue To:			
Company Name:		Phone Number:		
DBA:		Fax Number:		
Address 1:		Address 2:		
City:		State: Zip code:		
	Seller's Permit Number			
Issued pursuant to the Sales and Use Tax Law that I am engaged in the business of selling:				
I hereby certify that I hold a valid seller's permit and that the tangible personal property described herein which I shall purchase from SOTA Offroad, Inc. will be resold by me in the form of tangible personal property: provided, however, that in the event any such 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, measured by the purchase price of such property or other authorized amount. Description of property to be purchased: Automotive Wheels and Accessories				
	Printed Name:			
	Title:			
	Date:			

Signature: