



**200 Spruce Ave. Madison Lake, MN 56063  
Phone: (507) 243-4104 Fax: (507) 243-4097**

## **DEALER/DISTRIBUTOR Terms and Conditions of Sale**

### **RESALE AGREEMENT**

#### **1. DUTIES OF THE COMPANY**

**1.1. Company shall represent Racecraft Inc. brand products and services in an ethical and professional manner at all times and maintain an ongoing performance parts business in good standing within its local business community.**

**1.2. Upon request from Racecraft Inc., Company shall provide trade references from other suppliers, which have conducted business with Company within the last year.**

**1.3. Company shall not copy, reverse engineer, or in any other way promote or claim Racecraft Inc. products as its own. All ownership rights and title for design, drawings, tooling, and other proprietary information shall remain the property of Racecraft Inc. at all times. Company further agrees not to make available to a third party or the public any drawings, data, or other information regarding Racecraft Inc. products without the expressed written consent of Racecraft Inc.**

**1.4. Company agrees to abide by the terms and conditions contained in this agreement and the policies and procedures of Racecraft Inc., a copy of which shall be provided to Company.**

**1.5. Company agrees to maintain its accounts in good standing with Racecraft Inc. at all times.**

#### **2. TERMS**

**2.1 All credit accounts are due 15 days after the date of the invoice. The due date of the invoice will be presented on the original invoice for Company with approved credit.**

**2.2 Company without credit approval will pay COD, prepay, or credit card.**

**2.3 Company checks will be accepted upon approval of references supplied.**

**2.4 COD orders must be paid via money order or certified bank check. COD orders will also be charged an additional \$12.00 per box.**

### **3. PAST DUE ACCOUNTS**

**3.1** If payment is not received in full within 5 days of its due date, all following orders will be held until the account is current or sent COD.

**3.2** Delinquent accounts will assessed a 3% monthly finance charge and may be placed on COD or prepay.

**3.3** All returned checks will be assessed a fee of \$55.00. Racecraft Inc. reserves the right to terminate any account that fails to meet its financial obligations to accounts payable. Any account that is past due for a period of more than 60 days will no longer be considered a dealer/distributor and the account will be turned over for collections.

### **4. BACK ORDERS**

**4.1** All back orders will be filled as soon as possible unless instructed otherwise. Back orders older than 90 days will be cancelled unless other arrangements are specified.

### **5. CLAIMS**

**5.1** All claims for shortages or errors in shipments must be made within 48 hours of receipt of product. Claims for damage or loss in transit must be made directly with the carrier.

### **6. STOCK ADJUSTMENTS**

**6.1** All returned products are subject to a 15% restocking fee.

**6.2** All products that are returned must be in new, unused and in “ready to sell condition.” Any product received in any other condition than described above will be subject to an additional 15% repackaging charge or returned with no credit issued.

**6.3.** Return freight charges must be paid by the Company.

**6.4** Product may not be returned without authorization from Racecraft Inc. Company must obtain an assigned RMA number from Racecraft Inc. before returning any product, along with a copy of the original invoice. The RMA number must appear on the outside packaging of all returns or the shipment will be refused and returned freight collect to Company. RMA numbers are only valid for 30 days after being issued.

### **7. FREIGHT**

**7.1** All products are shipped via UPS ground unless specified by Company.

**7.2** Any claim for shipping induced damage must be made directly with the carrier.

**7.3 Company will be liable for any costs incurred from any refused shipment(s), regardless of the reason/circumstance. Racecraft Inc. will be reimbursed for this expense before any other shipments will be permitted.**

**7.4 COD deliveries are not available on overnight deliveries. A**

## **8. WARRANTY**

**8.1 There is no warranty is expressed or given due to the unusual stresses placed upon products intended for high performance use. Racecraft Inc. assumes no responsibilities or liabilities for any injuries or losses resulting from the use of Racecraft Inc. products.**

**8.2 Racecraft Inc. is committed to quality. Customer satisfaction is important to us. If a component is received and you are not satisfied with the finished quality, feel free to contact Racecraft Inc. We value our customer's input. This helps us maintain the level of quality that is synonymous with Racecraft Inc. products.**

## **9. PRICING**

**9.1 Prices and policies are subject to change without notice. Racecraft Inc. reserves the right to refuse business to anyone.**

## **10. QUALIFICATIONS**

**10.1 Company must supply a business name and address, along with a state tax ID number.**

**10.2 Minnesota companies must supply a tax exemption number. State sales tax will be charged if a number is not on file at the time of order placement.**

## **11. DEALER PRICING STRUCTURE**

**11.1 If Company meets the dealer qualifications for your area; Company will receive a 5% discount on orders after Company completes \$2500.00 of initial sales (i.e. Buy In). After \$5000.00 in sales, Company will receive a 10% discount on orders. Once Company reaches \$10,000.00 in sales; a 15% discount will be applied to all future orders.**

**11.2 This program applies to all products manufactured directly by Racecraft Inc. Vendor supplied products are subject to a variable rate dependent on Racecraft Inc. terms.**

**11.3 Racecraft Inc. vendor items will be classified with an A, B, or C prefix. Class A items qualify for 10% discount; Class B items qualify for 5% discount; Class C items will be a variable discount, dependant upon quantity.**

**This resale agreement is made and entered into date: \_\_\_\_\_, 2012, by and between Racecraft Inc. and \_\_\_\_\_, (Here in after referred To as “Company”).**

**Company Representative Title: \_\_\_\_\_**

**Company Representative Name: \_\_\_\_\_**

**Company Representative Signature: \_\_\_\_\_**

**Please read and sign this agreement and mail it back to:**

**Racecraft Inc.  
Attn: Karen Fasnacht  
P.O. Box 8  
Madison Lake, MN 56063**

**Or you can fax it back to: 507-243-4097**

**Attn: Karen Fasnacht**



Business Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Business Address: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date Started: \_\_\_\_\_

Form of Business: \_\_\_ Sole Proprietor \_\_\_ Partnership \_\_\_ Corporation \_\_\_ LLC

Annual Sales \$ \_\_\_\_\_

Business Owner Name: \_\_\_\_\_ Tax Exempt #: \_\_\_\_\_

Can you supply Resale Certificate? \_\_\_ Yes \_\_\_ No (If yes, please include a copy with this form)

| Current Suppliers | Contact | Phone Number |
|-------------------|---------|--------------|
| 1. _____          | _____   | _____        |
| 2. _____          | _____   | _____        |
| 3. _____          | _____   | _____        |

How did you hear about Racecraft Inc? \_\_\_\_\_  
\_\_\_\_\_