

AUTHORIZED DEALER APPLICATION

			Doc. Version: 02/01/2023
Company Name			
DBA			
Street Address		City/State/ ZIP	
Phone		Fax	
Website		Website	
Principal or Owner's Nam	e	Email	
Phone		Email	
Purchaser's Name		Email	
Parts Manager Name		Email	
Entity			
Sole Proprietorship	Partnership	U Oth	ner:
Corporation	LLC		
Year Entity Established		EIN#	
Sales Tax Number			
Business description (che	ck all that apply)		
Motorcycle	Moto Guzzi	Ducati	Huntve
Watercraft	Victory	☐ KTM	Polaris
ATV/UTV	Buell	Yamaha	Service & repair
 Snowmobile	 Suzuki	 Jeep	Truck Accessories
 Aprilla	 Kawasaki	Ford	Farm Equipment
Harley-Davidson	 Triumph	— Honda	Auto Customizing
Independent shop, par	ts and accessories only		Other:
Purchase Quake LED From	m:		TM
Credit Card on File			₩
Card Number			
Name on Card			CCV
Expiration		Billing	Zip Code
Date S	ignature Officer	Partner	Proprietor
It is a ground that sales of all m	radusts distributed by Ouaka	LED LLC will be based on	those torms and conditions and that all

It is agreed that sales of all products distributed by Quake LED, LLC will be based on these terms and conditions and that all account balances will be payable to Quake LED, LLC 3301 W Hampden Ave. Unit V, Englewood, CO 80110. Buyer certifies that all information here in is correct and that credit terms are fully understood. Buyer guarantee payment of all accounts receivable held by Quake LED, LLC, including interests on delinquent accounts. Buyer understands that interest will be charged on past due balances at a rate of 1.5% per month (annual rate of 18%) and agrees to be responsible for all fees associated to legal actions or collection proceedings. All goods remain property of Quake LED, LLC until paid for in full.



MAP POLICY

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Free Offers Associated with Quake LED Product

Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP.

All Quake LED Products Price Matching Policies Price matching policies are acceptable.

Price matching cannot be used as a valid reason for violations of Quake LED's MAP Policy. Advertised price must always be at MAP or higher.

Failure to Comply with the MAP Policy

At the sole discretion of Quake LED, failure to comply with MAP, intentional and/or repeated failure to abide, may result in the immediate loss of Authorized Reseller status and your ability to purchase all Quake LED products both direct as well as through distribution.

Quake LED will utilize the following steps to resolve MAP violations:

- 1. Any and all dealers selling Quake LED products which have not signed an Quake LED MAP Policy agreements are classified as Unauthorized Resellers.
- 2. Distributors of Quake LED are required to provide a signed MAP agreement from any dealer selling Quake LED products. Unauthorized dealers should not be sold to or provided a feed from any distributor what-so ever.
- 3. Violations from Authorized Resellers will need to be corrected within 24 hours of notification.
 - A. First Violation: Authorized Resellers account will be put on hold temporarily and a written warning will be provided. MAP violations must corrected within 24 hours. Upon correction and following 30 days of compliance, violation will then be cleared.
 - B. Second Violation: Authorized Resellers account will be put on hold for 30 days.
 - C. Third Violation: Authorized Resellers account will be put on hold for 180 days. After this duration, Quake LED will review and determine if account Is to be reinstated.
 - D. Fourth Violation: Should Quake LED decide to reinstate an Authorized reseller who has previously demonstrated a third violation, yet violates a fourth time, the account will be unauthorized indefinitely.
- 4. If any of the Quake LED products are purchased on these restricted platforms. These products are null and void of warranty or service, furthermore is the responsibility of the dealer to take care of their customer while following our policies.
- *** Quake LED pricing subject to change. Pricing must be updated immediately upon receipt ***



(Initial)





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MAP Policy

As the world's leading LED Lighting, Quake LED Is focused on maintaining high margins for our Resellers and Distribution networks. In recognition of the investment in time and resources required for our high-quality Resellers and Distribution networks to provide the level of customer service and product Knowledge expected from our customers, Quake LED is committed to enforcing policies which allow our resellers to maintain high profit margins through the sale of our products. Quake LED has an established Minimum Advertised Price (MAP) Policy that an Authorized Reseller must follow for the advertising and marketing of Quake LED products. All Quake LED Authorized Resellers must agree to the terms and conditions of the following MAP Policy.

Quake LED's MAP Policy Guidelines

MAP pricing for all Quake LED products can be found on your current price list. All advertised prices must be at or above MAP for all Quake LED products if a MAP price has been established by Quake LED. Resellers are not required to list prices in advertising. If a price is listed in an advertisement it must be at or above MAP. Other statements such as "Call for Price" or "Call for Quote" are acceptable and permitted.

Resellers are also responsible for ensuring their Quake LED pricing is at or above MAP on internet search engines. Resellers are free to set the actual resale price of any product as long as it is at or above MAP price given the most recent publication of the price list. Quake LED's MAP policy for all Quake LED products apply to advertising placements, including but not limited to: print ads (inserts, magazines, newspapers, catalogs, mail order catalogs, etc.), broadcast (radio and TV), direct mail, faxes, internet placement with third parties (banner ads, broadcast emails, destination pages, third-party sites), internet placements on resellers own website, and any flyers, posters or coupons.

RESELLER SHALL NOT PROMOTE, MARKET, ADVERTISE, OFFER TO SELL OR SELL ANY PRODUCT ON OR THROUGH ANY ONLINE MARKETPLACE OR AUCTION SERVICE (E.G., EBAY, AMAZON MARKETPLACE OR LIKE WEBSITES), EXCEPT AS MAY BE EXPRESSLY CONSENTED TO BY QUAKE LED IN WRITING AND IN ADVANCE, AND IT BEING UNDERSTOOD THAT QUAKE LED MAY WITHDRAW ITS CONSENT AT ANY TIME.

From time to time, Quake LED may permit resellers to advertise MAP Products at prices lower than the MAP price. In such events, Quake LED reserves the right to modify or suspend the MAP price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

Pricing Statements

Quake LED's MAP Policy does allow resellers to omit pricing entirely from advertisements and/or advertisement statements such as "Call for Price" or "Call for Quote".











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This Quake LED MAP Policy and Confirmation Agreement is made on this date of by and between, Quake LED and

Quake LED places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of Quake LED products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support for Quake LED products.

Read and Understood:					
Authorized Reseller (Company Name)					
Name					
City					
State					
Web URL					
Authorized Reseller Representative					
Name					
Title	Date				
Email	Phone				
Signature					

