



6724 Corsair Ave Unit 5 Prescott, AZ 86301
623-298-7181 Fax: 623-298-7211

Kewlmetal is pleased to welcome new dealers into our growing network of Kewlmetal dealers. We strive to provide our dealer network with the highest quality products and service.

Please fill out the Dealer Agreement, The Dealer Information, and the Resale Certificate Verification pages and fax them back to 623-298-7211. Please keep the rest for your files.

As soon as we receive your application, and it is approved, you will receive a dealer price sheet and ordering instructions.

Minimum Orders For New Dealers:

- Minimum FIRST order for all new dealers is \$1000.00.
- All subsequent orders carry a minimum requirement of \$250.00 in order to qualify for dealer pricing
- Any orders not meeting the \$250.00 minimum will only receive a 10% margin.

Shipping To the Lower 48 States:

- Any order weighing 1-10 pounds will be charged a flat rate shipping charge of \$15.95
- Orders weighing 11-20 pounds will be charged a flat rate shipping charge of \$17.95
- Oversized packages weighing 21lbs or more will be charged an additional \$1 per pound for each pound over 20lbs. For example, a 25lb package would be charged the flat rate of \$17.95 plus an additional \$5.00 surcharge for the 5 additional pounds.

Shipping To Alaska, Hawaii or International:

- Shipping charges will be on a per order basis and will be provided at the time the order is placed.

Special Circumstances/Flat Rates:

- Pro Street Kits carry a flat rate shipping charge of \$49.95 to the lower 48 States and \$99.95 to Canada
- Triple Trees (i.e. 5 Degree Trees, Chrome Exchange, Etc) carry a flat rate shipping charge of \$24.95 to the lower 48 States.



Kewlmetal Inc.
6724 Corsair Ave Unit 5 Prescott, AZ 86301
623-298-7181 Fax: 623-298-7211

KEWL METAL AUTHORIZED DEALER AGREEMENT

The undersigned (“Dealer”) is a retail dealer offering for sale to end-users Kewlmetal’s line of motorcycle helmets marketed by Kewlmetal and related products and accessories (the Kewlmetal Products”). In recognition of Dealer’s responsibilities to its customers and its commitment to maintaining the superior quality image of the Kewlmetal Products, Dealer makes the representations, warranties and agreements set forth below.

1. **Products Acquired for Resale.** Dealer will acquire Kewlmetal Products solely for resale to end-user customers from Dealer’s locations. Dealer is not acquiring Kewlmetal Products for sale to any other entity or to any person who Dealer knows or has reason to believe intends to resell such Kewlmetal Products.
2. **Product Information.** Dealer agrees that it will furnish to each customer of Kewlmetal Products all product and safety information provide with the products; and will not make any claim about the features or safety of the Kewlmetal Products not expressly set forth in the information furnished with such products.
3. **Sales Staff.** Dealer agrees to employ capable sales personnel who are both knowledgeable about Kewlmetal Products and able to assist customers with selecting the proper accessories for their intended application. The Dealer agrees that it will advise its employees to be informed of Kewlmetal product installation and fitment according to installation instructions and fitment information as described in Kewlmetal’s website, www.kewlmetal.com in order to ensure that every employee is trained and qualified to give installation and fitment advice about Kewlmetal accessories.
4. **Labeling.** Dealer acknowledges that the labeling on Kewlmetal Products is important to Kewlmetal both as a matter of law and to preserve its proprietary rights in its designs and products. Accordingly, Dealer will not alter or remove any labeling or stickers, and will not replace the Kewlmetal logos.
5. **Kewlmetal Trademarks.** Dealer understands the value of Kewlmetal’s trademarks and agrees that it will use such trademarks solely in and for the responsible advertising and sale of Kewlmetal Products. Dealer’s advertising will appropriately depict all Kewlmetal trademarks, images

and product descriptions in the formats that are provided by Kewlmetal. Dealer further understands and acknowledges receiving a copy of the Minimum Advertised Price Policy and agrees to abide by its terms.

6. **Other Advertising Standards.** Dealer's advertising must be consistent with the high quality of Kewlmetal Products, and must provide complete and accurate descriptions of Kewlmetal Products. Dealer's advertising must use photographs or artwork of Kewlmetal Products that are either supplied by Kewlmetal or obtained from Kewlmetal's website. All other photographs or artwork must be approved by Kewlmetal in writing prior to use. Dealer's advertising may not contain any false, misleading, or inappropriate statements, photographs, artwork, descriptions or other information about Kewlmetal Products. Dealer's advertising must clearly and conspicuously identify the name, address and contact information for Dealer.

By signing this agreement, the Dealer agrees to abide by the terms of this agreement.

Dealership

Date

Address

Signature

City, State & Zip Code

Name

() _____
Telephone Number

Title

() _____
Fax Number

E-mail address

Please return to:
Kewlmetal Inc
Fax: (623) 298-7211



Kewlmetal
14005 N. Warbonnet Lane.
Prescott, AZ 86305
Matt: 623-298-7835 Fax: 623-298-7754
Big Joe: 623-298-7181 Fax: 623-298-7211

MINIMUM ADVERTISED PRICE POLICY
FOR KEWL METAL PRODUCTS (EFFECTIVE Feb 1, 2006)

1. **Introduction.** Kewlmetal is committed to maintaining the superior quality and integrity of its line of motorcycle products and accessories (“Kewlmetal Products”). Kewlmetal has developed the following minimum advertised price (“MAP”) policy for its Dealers in order to promote advertising practices that preserve and enhance the reputation of Kewlmetal Products for superior quality, and thereby encourage the long term success of Kewlmetal and its distribution network. The policy will become effective Feb 1, 2006.
2. **Minimum Advertised Price.** The MAP is defined as Kewlmetal’s then current manufacturer’s suggested retail price. The current MSRP is listed on the Current Dealer Price List. The Current Dealer Price List is available from Kewlmetal upon request.
3. **Scope of Policy.** This policy prohibits all Dealers of Kewlmetal Products from advertising below the MAP. Further, the policy applies to advertising of all Kewlmetal Products by Dealers in any external media including, but not limited to radio, television, internet, print, and in any form, such as direct mailings, catalogs, price lists, flyers, group faxing, group emailing and trade show signs and brochures.

This policy applies strictly to advertised prices and will not in any way restrict the Dealer’s ability to determine its own resale prices. Moreover, the policy is not intended to prohibit any Dealer from providing below MAP quotations on an individual basis in response to a specific request for quotation by an individual customer; provided such response is not automated and is given by person-to-person communication. Further, Dealers may indicate on their websites for Kewlmetal Products that customers may contact the Dealer directly for a price quotation.

4. **Administration of MAP Policy.** This is a unilateral policy and it will be administered and enforced by Kewlmetal in its sole discretion. The MAP for any Kewlmetal Product will be determined by Kewlmetal and communicated to

Dealers by Kewlmetal in writing from time to time. No external complaints or reports concerning this policy are solicited by Kewlmetal, nor will any such external complaints or reports be used by Kewlmetal, as a basis for enforcement of the policy. No employee or representative of Kewlmetal will discuss or negotiated this policy with individual Dealers, other than to advise Dealers regarding the administration of the policy. Questions regarding the policy should be directed to Kewlmetal via email at

5. **Violation of MAP Policy.** While Dealers have the complete freedom to resell Kewlmetal Products at any price and to advertise Kewlmetal Products in any manner (subject to the terms and conditions of the Authorized Dealer Agreement), if Kewlmetal verifies that a Dealer is advertising Kewlmetal Products below the MAP or is otherwise violating this policy, Kewlmetal will impose the following penalties

Upon the first violation, Kewlmetal will issue a written notice of violation to the dealer and will give the Dealer an opportunity to remove from publication (including internet) any price advertising that violates this policy.

Upon a second violation, a second written notice will be issued, and the dealer's right to purchase Kewlmetal products will automatically be suspended for a period of 60 days after the date of second notice.

Upon a third violation, a third written notice will be issued and, in Kewlmetal's sole discretion, the dealer's right to purchase Kewlmetal products will automatically be suspended for a period to be determined by Kewlmetal or the dealer's Kewlmetal Authorized Dealer Agreement will be terminated.

Separate violations will be deemed to have occurred if a violation continues after Kewlmetal has issued a notice of violation to a dealer (e.g., the same offending advertisement runs on multiple occasions or in different media). The preceding enforcement measures are necessary to protect Kewlmetal reputation and the integrity of its products.

6. **Other Violations.** The following practices will also be treated as violations of the policy, on the basis that they violate the spirit of the policy and may be used to circumvent the policy:

The use of any rebate, discount, coupon, promotion, giveaway or incentive in any advertising by a Dealer where the cumulative effect is to reduce the advertised price of any Kewlmetal Product below its MAP.

The use of "click on," or "click through" buttons on a website, or any similar buttons or automated price quotation transmission feature to provide automatic price quotations at below the MAP for any Kewlmetal Product.

7. **Dealers with Multiple Locations.** For Dealers with multiple store locations, a violation of this policy by any one store location shall be considered a violation by the entire dealership.
8. **Current Products Only.** This policy shall apply only to current products and shall not apply to any non-current, close-out or discontinued Kewlmetal products. The determination as to whether a product is no longer current, or is a close-out or discontinued product, shall be made by Kewlmetal in its sole discretion. All Kewlmetal products shall be deemed current products as described in Kewlmetal's website or other official materials from Kewlmetal.
9. **Amendments.** Kewlmetal reserves the right to amend this policy and/or its minimum advertised prices at any time upon prior written notice to Dealers. Amendments to the policy will not apply to any Dealer advertising that has already been prepared and is scheduled for delivery within 30 days after the date that Kewlmetal gives the Dealer notice of the amendment. Otherwise, Dealers are responsible for observing the current version of this policy as well as the current MAPs.

Kewlmetal Inc. Dealer Information

Company Name: _____

Street: _____

Phone: _____ Fax _____ Email _____

Company Website: _____

Owner Name _____

Phone: _____ Fax _____ Email _____

Purchasing Contact: _____

Phone: _____ Fax _____ Email _____

Accounts Payable Contact _____

Phone: _____ Fax _____ Email _____

-
- | | | |
|--|---|---|
| <input type="checkbox"/> Incorporated | <input type="checkbox"/> Brick and Mortar Store | <input type="checkbox"/> Motorcycle Dealership |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Internet Store | <input type="checkbox"/> Metric Custom Building |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Metric Accessory Sales | <input type="checkbox"/> American Custom Building |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> American Accessory Sales | <input type="checkbox"/> Accessory Manufacturer |
-

BUSINESS REFERENCES:

Business Name: _____

Contact: _____

Street: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

Business Name: _____

Contact: _____

Street: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

Business Name: _____

Contact: _____

Street: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

RESALE CERTIFICATE VERIFICATION

COMPANY NAME: _____

I HEREBY CERTIFY, That I hold valid seller's permit No. _____

Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling: _____

that the tangible personal property described herein which I shall purchase from Kewlmetal, Inc. will be resold by me in the form of tangible personal property, provided, however that in the event any of 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 United States Sales and Use Tax Law to report and pay for the tax, measured by the price of such property.

Description of property to be purchased: _____

Date _____ Signature _____

At: _____ Printed Name: _____

Title _____ Phone: _____

Address: _____