



Wholesale / Reseller Application & Agreement

To apply for a reseller account please complete all sections of this document. Completed applications should be sent to **sales@catuned.com** and include the applicant's state business & resellers license.

Business Name: _____

Business Address: _____

Suite / Unit: _____

City: _____ State: _____ Zip: _____

Business Phone: _____

Federal EIN: _____

In Business Since: _____

Business Website: _____

IG/Facebook Link: _____

Primary Contact Name: _____

Title: _____

Email: _____

Phone: _____

Below are the details of the CATuned Distribution program.

Please read carefully and sign at the bottom.

You are Referred to as Wholesaler or Reseller on this contract.



Pricing & Selling Policy

- **Wholesale:** All prices listed on any of the CATuned paperwork are the discounted wholesale price in USD along with the discount from MAP. This is in no way to be shared outside of your immediate company or employees.
- **MAP policy:** All prices are the Minimum Advertised Price (MAP) which is equivalent to MSRP. No products are allowed to be sold at below this price unless a special price has been provided by CATuned. This may happen for seasonal promotions or for items which are out of production with leftover stock. Holiday specials are welcome and can be approved via CATuned. Things like free install or free shipping or rebates are allowed within reason and can be approved beforehand via CATuned. CATuned has the right to contact reseller/ wholesaler to discuss and make adjustments.
- **Price changes:** Since CATuned provides access to numerous foreign brands, currency fluctuations, and material costs may affect pricing. CATuned will provide 30-day notice for any price changes, up and down, at which time all resellers are expected to update their listed pricing accordingly.
- **Errors:** In the case of an accidental incorrect price, CATuned reserves the right to cancel or adjust an order.
- **Sales tax:** CATuned does not collect sales tax on products sold at wholesale to resellers. It is the responsibility of the reseller to collect all applicable sales tax from customers and apply with federal and state tax law.
- **Geography:** All products available via CATuned can be sold in the United States. Select products may be sellable outside of the United States, but this will require prior arrangements and agreement by CATuned on a per-brand and or item basis. Due to CATuned own contractual requirements with suppliers to adhere to certain geographies, this needs to be handled on a case-by-case basis prior to any sale.

Product data and information

- **Load sheet:** CATuned provides a customized Application guide for each reseller.
- **Images and descriptions:** All assets and information for the products is made available on our Dropbox and most images can be found on our website at: www.catuned.com



additionally clients/ resellers or wholesalers are welcome to take their own pictures and upload them or share them online.

• **Suitability and liability:** In most cases CATuned acts only as the reseller of products and makes no particular claims to the compatibility, suitability, legality or fitment of products to a reseller's or customer's particular application. CATuned takes no responsibility and requires all resellers to do their own research on parts they buy and resell. On CATuned specific manufactured products we do our best to describe each item it is up to the resellers to do their own research and verify fitment. All items carry manufacturer's warranty, and all warranty claims are to be presented directly to us for review. We do not guarantee automatic replacement or repair of product(s). We take each item under review. Shipping is the sole responsibility of the client and or reseller. Abuse of any product(s) or incorrect application(s) or improper installation is never covered under any warranty! Labor is never covered and is the sole responsibility of each client and or reseller/ wholesaler.

• **Special terms and conditions:** Resellers/Wholesalers are not allowed to change the manufacturer name. Deface the CATuned name off the product(s) or in no way knowingly devalue the product as to cause harm to the direct consumer or CATuned.

Ordering & Shipping

• **Order placement:** All orders must be placed by email: sales@catuned.com When sending email to us for purchase you must use a PO number. This can be any unique combination of numbers or letters. It is to keep track of your order in our system. Email must contain all parts information (part number, description, qty, price), along with ship to information (your company or drop ship to client). A copy of a PO email can be provided for your review. We cannot process any order without this information. We are working on an online terminal that will allow you to place online orders directly from: catuned.com provided upon approval as a reseller.

• **Order cutoff:** When possible orders placed until 4:30 Pacific Time Monday through Friday will ship that day (in stock items only).

• **Drop ship fees:** There are no drop ship fees beyond the cost of shipment as billed by our carriers.

• **Shipping carriers:** Shipping costs are automatically calculated at the time of order. We ship UPS, FedEx and USPS, picking the lowest rate for the same service level. Pickup of orders is also available at our Sacramento warehouse. We can also ship using your shipping label and or shipping account.



• **Payment terms:** All orders are paid at time of placement via credit card. Credit cards will be stored upon the first completed purchase. All credit card data is kept in a PCI compliant environment. We also accept PayPal (our PayPal account is: sales@catuned.com) Net terms are also available for select clients. Please supply all needed documentation for approval.

Damaged goods: All goods damaged in shipment will be replaced at CATuned cost, subject to the reseller providing pictures and documentation of the damage caused by the carrier. If no insurance was purchased at the time of shipment per request of reseller/ wholesaler, the replacement costs fall on the reseller/ wholesaler.

Returns: CATuned will take partial or full returns of orders within 30 days of shipment of the items. All items must be in new condition, unused and in original packaging. It is the sole discretion of CATuned to assess a restocking fee if returned items are not in as-new condition.

The undersigned hereby agrees to abide by the terms and policies set forth by this agreement. CATuned reserves the right to terminate any reseller at any time.

CATuned is a California registered business and this agreement is governed by the laws of California.

Reseller Signature

Full name

Title

Date