

TERMS AND CONDITIONS STATEMENT

PRICES/TERMS: All prices, products and terms are subject to change without notice. Orders are accepted based on prices and terms in effect at the time of shipment. All terms on buyer's purchase order contrary to the terms contained herein are hereby rejected. Acceptance of shipment constitutes acceptance of these terms.

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PAYMENT: All new accounts will be set up CC. We do not extend Net Terms

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RETURNED CHECKS: All returned checks are charged a \$25.00 service fee and all future orders will be shipped COD Certified Funds (Money Order, Cashiers Check, UPS Freight Collect, etc. In the event that it should that it should become necessary to place an account in the hands of an attorney or collection agency, all fees incurred will be the responsibility of the account and/or its guarantor(s).

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SHIPPING: All merchandise is shipped via United Parcel Service, unless other arrangements are specified. Any changes to the dealer's billing or shipping address must be reported to GPR / VMC in writing immediately. Any fees incurred as a result of failure to notify GPR / VMC of such changes will be the sole responsibility of the dealer. Additional re-shipping fees incurred as a result of failure to specify which store location products should be shipped to when placing your order will be the sole responsibility of the dealer.

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REFUSED ORDERS: Refused order(s)/package(s) by the dealer will be charged a 15% re-stocking fee (of the total product ordered) for the order and 100% of the freight/shipping charges. RA's must be approved before GPR / VMC will accept returns

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DAMAGES: Claims for lost or damaged goods should be made with the carrier at the point of receipt. It is your responsibility to inspect all shipments and packages for both internal and external damage at point of delivery.

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SHORTAGES: Any shortages or other issues must be reported to GPR / VMC in writing via email or fax within 5 days of merchandise receipt or such claim is forever waived.

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RESTOCKING: There is a restocking fee of 15% for any orders refused that are not the fault of GPR

RETURNS: Merchandise returns can only be made after a sales rep has issued a Return Merchandise Authorization Number (RMA) and is approved by the sales manager. Each carton returned must be marked with the RMA # given by the sales rep. Any return sent to GPR / VMC without a RMA # will be refused. You may not get credited the full amount of the return if it is shipped to GPR / VMC without an RMA #. We do not assume responsibility for merchandise damaged or lost in transit. If an order is cancelled after it has been packed and invoiced, a restocking fee of 15% (of the total product ordered) will be charged to the dealer.

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CREDITS: DO NOT DEDUCT RETURNS FROM ORIGINAL INVOICE AMOUNT, unless you have received a GPR / VMC credit memo you can reference for less payment.

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AUTHORIZATIONS: I authorize the banking and trade references given on this application to provide GPR / VMC with all the requested information. I agree that in the event COD check terms are extended, payment is jointly, severally and unconditionally guaranteed. I understand that any unpaid charges in excess of 30 days from the date of invoice are subject to collection and that all collection or arbitration expenses, attorney's fees and court costs will be borne by the purchasing corporation, partnership or sole proprietor.

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OTHER: I understand that GPR / VMC conducts its business in such a manner as to promote the highest standards in quality products, service and image for the motorsports industry. Any actions taken by dealer, its owner(s) or employees which GPR / VMC deems contrary to these standards may be grounds for immediate termination of this dealer contract without notice to the dealer and without explanation. Every effort possible will be made by GPR / VMC to avoid this situation.

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I understand that this agreement is only applicable to the store locations listed in this Dealer Application and authorized by GPR / VMC. Any changes or additions in store locations must receive separate authorization before merchandise from GPR / VMC can be sold at those locations. I understand that mail order and Internet sales must be pre-authorized in writing by GPR / VMC, as well as the use of any products, designs, logo's, etc. in any media advertisement (ie, print ads, radio/television commercials, etc)

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By signing below, I declare that I have read and accept the above terms and conditions

Authorized Signature

Title

Date

*Any changes/additions/deletions made by Dealer to the Terms and Conditions Statement are NOT accepted by GPR / VMC. Any questions or concerns should be directed to the New Accounts Representative