



Business Name: _____ Website: _____

Fabspeed Sales Representative: _____

Contact Name: _____ Title/Position: _____

Email: _____

Phone: _____ Fax: _____

BILLING ADDRESS

MAILING/SHIPPING ADDRESS

Street 1: _____

Street 1: _____

Street 2: _____

Street 2: _____

City: _____

City: _____

State/Province: _____ Postal Code: _____

State/Province: _____ Postal Code: _____

Country: _____

Country: _____

State Reseller Permit Number (if applicable): _____

Business License Number* (if applicable): _____

Federal Tax ID Number (if applicable): _____

Business Type: Corporation LLC Partnership Sole Proprietorship Other: _____

How many years have you been in business? _____

*Please fax or scan/email a copy of your business license upon submission of this form

Preferred Payment Method: Credit Card Wire Transfer COD/Money Order

Which of the following best describes your business? (Please check all that apply)

- | | | |
|---------------------------|------------------------------|----------------------------------|
| New Car Dealership | Independent Performance Shop | Online Retailer / Reseller |
| Used Car Dealership | Independent Service Shop | Mail-Order Distributor/Warehouse |
| Internet Automotive Sales | Franchised Service Center | Other: _____ |

Do you have an installation facility on-premise? YES NO

Which markets do you primarily serve? (Please check all that apply)

- | | | |
|-------------|--------------|---------------|
| Porsche | Maserati | Mercedes-Benz |
| Ferrari | Bentley | BMW |
| Lamborghini | Aston Martin | Range Rover |
| McLaren | Jaguar | Other: _____ |

Please enter two trade references (if available):

Business Name: _____ Business Name: _____

Contact Name: _____ Contact Name: _____

Phone: _____ Phone: _____

Additional Notes/Comments: _____

ACCOUNT INFORMATION



DEALER REQUIREMENTS

- **"WHOLESALE ACCOUNT INFORMATION" document completed, signed, and returned to Fabspeed Motorsport**
 - **Photocopy of valid Business License and State Reseller Permit**
 - **Signed agreement to comply with our MAP (Minimum Advertised Pricing) as listed on our WHOLESALE ACCOUNT INFORMATION document**
- NOTE:** *As an authorized Fabspeed dealer or distributor you are responsible to enforce our MAP policy on any dealers you sell to.*

PAYMENT METHODS

Payment in full is required upon order. For all US wholesale accounts, we accept all major credit cards, PayPal, Wire Transfer and prepayment Check/Money Order. For all international wholesale accounts, we only accept bank wire transfer for payments over \$2,000.00 USD. Please contact your account representative for Fabspeed Motorsport's bank wire information.

LIMITED LIFETIME WARRANTY & CONDITIONS

Fabspeed Motorsport products (excluding catalytic converters) are backed by a Limited Lifetime Warranty against defects in materials and workmanship which is extended to the original purchaser of the product(s). The catalytic converters used in Fabspeed Motorsport products are covered under warranty for 24 months from the date of purchase. Any catalytic converter issue(s) experienced outside of the established 24-month timeframe is the responsibility of the original purchaser.

All warranty claims require the product(s) in question to be sent back to Fabspeed, along with a valid proof of purchase, for a technical inspection before any replacements or repairs will be authorized. All labor and shipping costs associated with warranty claims are the responsibility of the customer. Fabspeed Motorsport is not liable for any additional costs or damages beyond the original purchase price of the product(s) in question.

DISCLAIMER: *There is no warranty of sound quality or volume, as these are completely subjective characteristics.*

Exhaust mounts and engine mounts must be checked at least every 12 months by a qualified technician and replaced as necessary. Valid evidence of this regular service may be required in the case of a claim. Fabspeed reserves the right to deny warranty replacement or repair if it is proved that a faulty engine or exhaust mount was responsible for the issue in-question.

Fabspeed Motorsport reserves the right to deny warrant service if it can be proved that the product in question failed or is failing due to accidental damage, external impact, abuse or misuse, track/race use, shipment, handling, storage, worn or faulty engine mounts and/or exhaust mounts, faulty location or installation, excessive vibration, internal explosion or backfire, maintenance in a manner not conforming to our instructions, modifications by persons other than ourselves, failure of a third party component, or the installation of the part(s) to a vehicle for which it was not intended. Exhaust mounts and engine mounts must be checked at least every 12 months by a qualified technician and replaced as necessary. Valid evidence of this regular service may be required in the case of a claim. Attempted repair of a faulty Fabspeed product by anyone other than Fabspeed Motorsport or a Fabspeed-approved agent will void this Warranty.

Fabspeed Motorsport designs performance products for street applications which are entirely street-legal and emissions-compliant, as well as race applications which are recommended for off-road or track-use only. While most Fabspeed products will pass emissions and are entirely road-legal in 49 USA states, certain sport catalytic converters and catbypass pipes may not be approved in your particular region or state. Please check local laws pertaining to emissions and catalytic converters before purchasing.

NOTE: *Fabspeed Motorsport's 200-cell HJS catalytic converters are not C.A.R.B. certified and are designated for off-road use only in the state of California.*

PRODUCT SPECIFICATIONS & AVAILABILITY

Fabspeed's manufacturing specifications may vary from the diagrams and photos displayed on the website. We reserve the right to alter Fabspeed product specifications without any notification. In the rare event that the price of an ordered product has changed, due to specification changes, we shall contact you to agree to a new price before accepting payment. If you do not agree to the new price, then we reserve the right to withdraw from the transaction.

Due to their custom nature, many Fabspeed products are made-to-order. We will always provide customers with an expected production and delivery turnaround at the time of ordering. Please note that estimated production and delivery times and capabilities are approximations only and we shall not be liable for any losses, costs, damages, charges or expenses caused by any delay for delivery of ordered products. We shall inform you immediately of any delays and agree to a new delivery date. We recommend that you do not make any specific arrangements to have parts fitted until they have arrived.

In-stock orders placed before 12:00PM EST (Eastern Standard Time) will, under normal circumstances, ship the same day. Orders placed after 12:00PM EST will usually ship the following business day. Any custom parts or items that receive special modification(s) due to the nature of the application, or a revision or improvement to an existing design, will usually ship upon completion. Fabspeed Motorsport is constantly striving to keep up with the demand for our high quality parts by trying to predict market trends and maintaining in-stock quantities, however, should a part become currently out of stock, it will be added to the fabrication queue and shipped out as soon as it becomes available.

LOST OR DAMAGED GOODS

In the event that your Fabspeed Product(s) is lost or damaged in transit, please contact us immediately before returning any items for Return Authorization approval. Any damaged parcels or goods must be signed for as 'damaged' and reported to us on the day of receipt so that we can file a claim against the courier.

Any damaged items must be re-packaged (along with the original shipping container, where possible) and returned to Fabspeed for inspection. The cost of returning items in such circumstances is the customer's responsibility. If the goods are found to be faulty under the terms of the Fabspeed Limited Lifetime Warranty, a repair or replacement may be provided.

CUSTOMS

When ordering goods from Fabspeed delivery overseas, you may be subject to import duties and taxes which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from Fabspeed, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the

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goods. It is also important to note that cross-border deliveries may be subject to opening and inspection by customs authorities. You should be aware that we have no control of such activities or the consequences thereof.

CANCELLATIONS

It is the right of the customer to cancel any order up until the time that the order ships. Once the order has shipped, any cancellation requests will be treated as a product return, and may be subject to re-stocking fees. No cancellations will be accepted on orders that include custom or made-to-order parts once work has begun on the specified parts.

Any refunded payments - in part or in full - are payable solely at the discretion of Fabspeed. All goods remain the property of Fabspeed until full and final payments have been received. Fabspeed Motorsport reserves the right to cancel or refuse orders for any reason and at any time, at our sole discretion.

RETURNS

Fabspeed products which have not yet been installed on a vehicle may be returned for a refund within 30 days of the original purchase date and will be subject to a 25% restocking fee. Any products that been fully or partially installed on a vehicle will be subject to the terms of our Lifetime Limited Warranty. Please contact your account representative to obtain a Return Authorization (RA) number. No returns will be accepted without a proper RA number. Return shipping is the responsibility of the purchasing party. No returns are accepted on custom or made-to-order parts or components.

CONTRACTUAL AGREEMENT

When you place an order, it represents an agreement to us to purchase the agreed upon Fabspeed product(s). This agreement is accepted by us when we send an e-mail, telephone, or fax confirmation to you confirming the receipt of payment and details of your order, and that we have commissioned the construction of your Fabspeed product(s).

We maintain that, by confirming your order, you have unreservedly accepted our Terms and Conditions and contract of sale. All statements, guarantees or warranties in our terms of trading are in addition to your statutory rights.

MAP (MINIMUM ADVERTISED PRICING)

We recognize that our high-quality dealers invest time and resources to deliver an extraordinary customer experience through knowledgeable staff and compelling vendor presentation. To support our resellers' efforts, Fabspeed has established a Minimum Advertising Pricing (MAP) policy that allows our resellers to earn the profits necessary to maintain the high level of customer service. Failure to comply with Fabspeed's MAP Policy may result in the reduction of wholesale discounts and/or termination of the wholesale account. In order to comply with Fabspeed's MAP Policy, no dealer or reseller may list or offer any Fabspeed product at a price lower than the established retail price found on www.fabspeed.com.

GENERAL DISCLAIMER

Fabspeed shall not, under any circumstances, be liable to any person or company for any special, incidental, indirect or consequential damages, including without limitation, damages resulting from use or malfunction of the products, loss of profits or revenues or cost of replacement goods, even if Fabspeed or the customer is informed in advance of the possibility of such damages. Fabspeed shall not under any circumstances be liable to the purchaser, their vehicle or any third party, person or company for any damage, failure or injury that occurs during the fitting, use or removal of the products.

We practice a policy of continual review, and reserve the right to make changes to our website, policies, prices, system specifications and these Terms and Conditions, at any time, and without any notification. You will be subject to the policies and Terms and Conditions in force at the time that you use the website or order goods from us, unless any change to those policies or these conditions are required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed dissolvable, and will not affect the validity and enforceability of any remaining condition.

These Terms and Conditions supersede any terms and conditions that you provide on any purchase order or document that you submit to Fabspeed, and take precedence over any previous Terms and Conditions.

AUTHORIZATION AND SALES AGREEMENT

I hereby acknowledge the Terms and Conditions and agree to abide by them.

Printed Name: _____

Company Name: _____

Job Title: _____ Date: _____

Authorized Signature: _____

Please complete this form and return it to your Fabspeed wholesale account representative.