

Authorized Dealer Program Terms, Requirements & Conditions

To establish an Authorized Dealer relationship with Street Glow, Inc., we require you fax or E-mail the following information:

- A) A copy of your state tax resale license.
- B) A sample sheet of your company stationary and a business card.
- C) StreetGlow, Inc. authorized dealer compliance sheet

NOTE: Internet "virtual business," "Auction or Yahoo/E-Bay site" or internet forum group purchase – DO NOT QUALIFY - for Street Glow, Inc. authorized dealer status.

If no prior purchases from StreetGlow, Inc. have been made in the last 18 calendar months, an initial buy-in order totaling a minimum of \$300 of mixed StreetGlow product must be faxed or e-mailed to StreetGlow, Inc.

- A) Once established as an authorized dealer, \$5,000 in additional purchases is required to maintain "Dealer" status, pro-rated in the twelve calendar months which follow (\$5,300 total in first year).
- B) Purchases totaling at least \$5,000 per calendar year are required thereafter.
- C) Street Glow, Inc. reserves the right to reject any request to become an authorized dealer or terminate authorized dealer status at will, without explanation.

Prices are subject to change without prior notice

- A) Current dated price lists supersede all other price lists. Current prices are offered and available to authorized dealer accounts in good standing. Current pricing is available by contacting Street Glow, Inc. at 973-709-9000
- B) Possession of any Street Glow, Inc. price list does not constitute an offer to sell at those prices.

Terms - All accounts are initially serviced as COD cash, credit card or certified check unless prior arrangements are made (see item "B" below):

- A) Credit cards are NOT ACCEPTED for net term payments.
- B) A credit application must be submitted at least 15 days prior to shipment, in order to review for company check acceptance.
- C) Street Glow, Inc. recommends that authorized dealers utilize written purchase orders. Street Glow, Inc. will fax or e-mail confirmation of your order.
- D) To institute orders out of the ordinary cataloged Street Glow, Inc. product, a deposit of 25% of anticipated order is required.

Warranty Information

- A) Street Glow, Inc. products carry a warranty against defects in materials or workmanship. Street Glow, Inc.'s liability under this warranty shall be limited to the correction or replacement of any defective part or product in question, which Street Glow, Inc. determines to be necessary; freight charges are the responsibility of the dealer authorized dealer and/or customer. Products sold by Street Glow, Inc. are primarily for show and off-road use only. Street Glow, Inc. shall not be held responsible for direct or indirect failures due to our product. This warranty is to the original purchaser and is non transferable. This warranty is void unless proof of purchase is submitted. Removal of numbers and/or alteration of product or packaging will also void all warranties.

Technical Assistance

- A) Street Glow, Inc. authorized dealer should maintain adequate knowledge of the Street Glow, Inc. product line to be able to properly sell and service the needs of their customers. Street Glow, Inc. will provide technical assistance and advice to the dealer authorized dealer directly, enabling them to meet that requirement. It is the responsibility of the dealer authorized dealer to handle their own technical issues with customers, and not to direct them to Street Glow, Inc. unless otherwise directed.

Domestic Shipping Policy - All shipments are FOB Street Glow, Inc., Buford, GA.

- A) Unless specified, all shipments will be shipped by best most convenient means available.
- B) Customer is responsible for all freight charges for refused or missed delivery shipments.
- C) On orders that do not qualify for free shipping, handling fee of \$8.00 or 1% of total order (which ever is greater) may be imposed.

Export Shipping Policy and Financial Terms - Same as above, except:

- A) Orders originating from any other country must be in US funds. Wire transfers are acceptable, but all fees associated with each transaction must be paid by the originator. Generally it is less expensive and more timely, to send a cashiers check via air courier.
- B) Customer is responsible for all customs, duties, taxes, or fees associated with any such shipment and paid by Street Glow, Inc. during shipment.

Drop shipments are available, but Street Glow, Inc. will only "Direct Ship" orders that are prepaid to the destination of your choice, with these provisions.

- A) Open account customers must, prepay any order that is to be "Direct Shipped," prior to such shipment. A fixed \$15.00 drop ship charge will apply. No COD drop shipments are allowed.
- B) Direct ship orders will not be produced or shipped until payment in full is received by Street Glow, Inc.
- C) Total value of requested "Direct Shipments" may not exceed 20% of customer's purchases during the preceding 90 days.

Street Glow, Inc. normal delivery schedules are 24 hours for stocking product, some product may require additional time - for special build or non-stocking product shipping times might vary. We suggest you contact us directly regarding lead times prior to quoting your customer delivery dates.

Backorder policy

- A) All backorders will be shipped when available unless otherwise specified within your purchase order (ship or cancel), if Street Glow, Inc. experiences delays in excess of 30 days, Street Glow, Inc. will reconfirm the order prior to shipment.

Claims for damaged or missing product

- A) Street Glow, Inc. products are closely inspected prior to packaging and shipment. In the event Street Glow, Inc. product arrives damaged, retain original shipping carton, all associated packaging materials and damaged product. Contact the shipping company directly and follow their requirements for claim.
- B) Any claim must be made in writing and submitted within 30 calendar days of original shipment.

Returns

- A) Street Glow, Inc. product that may qualify for return MUST be issued a Return Authorization (RA) prior to return shipment. Authorized dealers may return up to 2% of previous annual sales included with a 2 for 1 order. RA's can be obtained online at www.streetglow.com
- B) All RMA issued returns must be returned freight prepaid. Street Glow, Inc. will not accept collect returns. Only cataloged product will be accepted for adjustment. All returns must have been purchased within the preceding 12 calendar months.
- C) All returned non-defective, unauthorized, or refused merchandise is subject to a 20% restocking fee. Street Glow, Inc. product must be returned in undamaged, saleable condition. Product not meeting these criteria will be disallowed and returned to the authorized dealer, freight collect.

Colgate Doctrine (United States vs. Colgate, 250 U.S 300, 307 (1919))

Eligibility for Street Glow, Inc. dealer authorized dealer program is at the sole discretion of Street Glow, Inc. and is subject to considerations other than those listed here, and may be terminated by Street Glow, Inc. at will, without explanation.