



HIGH PERFORMANCE SUSPENSION AND BRAKES

Dealer Agreement

(Effective August 1, 2018)

Please sign the following agreement and E-Mail / Fax back.

**Ksport
Division of Autoline Industries
254 W Broadway Rd
Mesa, AZ 85210
Phone: (480) 829-8100
Fax: (480) 829-8103
Website: www.ksportusa.com
Email: sales@ksportusa.com**



HIGH PERFORMANCE SUSPENSION AND BRAKES

Dear Valued Customer and Friend,

Thank you for your request for K-Sport dealership application. We would be delighted to add your company to our list of authorized dealers. K-Sport has been producing high quality parts for automobiles since 1997. Over the years, our product line has grown to more 115 applications, and we are coming up with more new and innovative high-quality products each week. K-Sport USA is proud of its extensive network of loyal dealers worldwide, and it is in the best interest of both our existing stocking dealers and K-Sport to limit the authorized K-Sport dealers to only legitimate establishments in the business of selling automotive performance parts and accessories. To be an authorized K-Sport dealer you must fill out the dealership application in full, including all requested information, and a first-time minimum order of \$1,000.00 is required. We will be happy to assist with your initial stocking order by informing you of our top sellers and highest margin items so that you can quickly turn your inventory and re-order on a consistent basis. K-Sport will also be happy to refer you to an authorized dealer in your area to purchase product if you are unable to meet with the aforementioned terms. We look forward to a lasting relationship with your company.

Sincerely,
The staff K-Sport USA

**KSPORT
DEALER APPLICATION**

For Office Use Only:		
Acc#		
Dealer Info Sent	YES	NO

Business Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Shipping Address If Different: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone: (____) _____ Fax: (____) _____

Website: _____ Email Address: _____

Federal Tax ID # _____ State Resale ID# _____

- Retail Business Store Front
- In-House Installation
- Internet Sales

Owner/Officer Information:

Name of owner: _____

Authorized Buyers: _____

Name: _____ Title: _____ Signature: _____ Date: _____

Business Hours

Ksport USA is open 8:30am to 5:30pm MST Monday thru Friday.

Requirements

1. Photocopy of business license
2. Photocopy of sales tax permit
3. Resale certificate
4. Completed dealer application

Payment Terms

Payment will only be accepted in the form of cashier's check, money order, and approved company checks. Credit card payments will be charged a 3% fee. Cash is accepted for will call customers only. Any returned checks will be assessed a \$25.00 returned check fee.

Returns

All returns must be first authorized by Ksport. All authorized returns will be than issued a RA number. All incoming packages will be refused without RA number clearly written on the box. Customer is responsible for all return shipping expenses to us. Returns are subject to a 25% restocking fee.

Shipment Terms

All shipments will be shipped FedEx Ground or via Truck Freight

Drop Shipments

PO must be submitted for any dropship and must be paid via money order or cashier's check unless arranged otherwise.

Damage Claims

Any damaged merchandise received must file a claim with the carrier and not with Ksport.

Shortages

Any shortages in a shipment must be reported to the carrier upon the time of arrival.

Special Order Items and Order Cancellations

All not in stock items are special order. Special order items can only be cancelled within 24 hours of you sending the purchase order. Orders cancelled after 24 hours will be billed and shipped to you. No exceptions.

Warranty

All products sold are subject to the following warranty:

Autoline Industries warrants the shock absorbers and steering stabilizers to the original retail consumer against defects and workmanship when used on light truck and car applications under normal operating conditions. This warranty does not apply to shocks and steering stabilizers that have been improperly installed.

Our warranty does not cover shock absorbers that are to be used in racing applications. Exterior finish on all K-Sport products is not considered a valid warrantee; consumers are responsible for the maintenance of paint and or chrome or plated finish.

Shock Boots are also excluded from any type of warrantee. ALL SHOCK BOOTS should be removed prior to returning to the Distributor from which the product was originally purchased. Rusted shafts will also be denied as a warrantee claim; consumers are responsible for the upkeep and maintenance of the chrome rods.

The consumer will be responsible for the removal and freight costs both to and from the Distributor from which the product was originally purchased. Proof of purchase is mandatory in order to receive warrantee replacement; original invoice from the Distributor from which the product was purchased must accompany the product in question for warrantee.

Autoline Industries or Autoline Industries distributor has the right to refuse a warrantee claim if procedures are not met by the original consumer. All returns must have an R.M.A. approval from Autoline Industries prior to shipping direct to the Autoline Industries facility. Exclusions from this warranty are sales outside of the United States, the finish, dents, rust, or any condition caused by abnormal use or neglect.

Name: _____ Title: _____ Signature: _____ Date: _____

The losses of use of product, loss of time, inconvenience, commercial loss or damages are not covered. Autoline Industries reserves the right to change, modify, or discontinue the design of any products previously manufactured without assuming any obligation to the consumer. Any consumer which qualifies for a replacement of said discontinued product will only be allowed to receive new product which replaces the discontinued. We are not responsible for a pair of any product, if a single product has an issue.

Autoline Industries reserves the right to refuse any and all warrantee claims from any Distributor which has not purchased the original K-Sport product directly from Autoline Industries. Autoline Industries also reserves the right to refuse any Return Goods Authorization of said merchandise in which it is believed to be fraudulent or distressed merchandise not purchased originally from Autoline Industries.

This warrantee does not apply to any K-Sport product which has been modified, customized, painted, dented, rusted or improperly installed.

Confidentiality

By signing this agreement, you agree to keep all pricing and business relationships confidential.

Acknowledgement

The dealer hereby acknowledges that the dealer has read the foregoing agreement and that the same accurately reflects that the dealer understands of the agreement between the dealer and K-Sport with respect to the subject matters thereof.

Name: _____ Title: _____ Signature: _____ Date: _____



Map Dealer Agreement

1. INTRODUCTION

Ksport USA (Autoline Industries LLC) Suspension Company is dedicated to bringing affordable, durable and high performance suspension, brake and air ride systems to the market year after year. Built on a foundation of motorsports, our products have been proven both on and off the track for over 10 years in countries across the globe. We will continue to expand our vast array of applications and our commitment to customer service in 2018 and beyond. We would like to welcome you to our family of dealers, tuners, race teams and customers across the world.

We recognize that our success is tied to the success of our network of select authorized dealers. We also know that many of our dealers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so, while at the same time discouraging price-based advertising that would be detrimental to our dealer's service and support efforts. As a result, Ksport USA has unilaterally established this Minimum Advertised Price ("MAP") Policy.

2. POLICY STATEMENT

Ksport USA (Autoline Industries LLC), in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP.

3. GENERAL GUIDELINES

1. The products covered by this policy are any and all ("Ksport Products") including but not limited to: all coilovers, brake kits, and air suspension systems. Ksport USA may in its sole discretion modify this list from time to time.
2. Ksport USA recognizes that dealers are free to make their own decisions to advertise and sell any Ksport USA product at any price they choose, without consulting or advising Ksport USA. Similarly, Ksport USA will exercise its right to make its own decisions regarding the Ksport USA Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the telephone.
4. Ksport USA believes in maintaining a well regulated and fair marketplace for all its authorized resellers.

4. ADVERTISING GUIDELINES

1. The MAP policy applies to all advertisements of MAP products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media.
2. The MAP policy does not apply to solely on-premise or in-store advertising that is not distributed to customers
3. Website features such as “click for price,” automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute “advertising” under this MAP policy.
4. It shall not be a violation of this MAP policy to advertise that a customer may “call for price” or “email for price,” or to use similar language, specifically with respect to Ksport USA products, so long as no price is listed.
5. This MAP policy also applies to any activity which Ksport USA determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for “group purchases” and the like.
6. It shall not be a violation of this MAP policy to advertise in general that the reseller has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.
7. From time to time, Ksport USA may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, Ksport USA reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.
8. From time to time, Ksport USA may offer a direct manufacturer’s rebate to customers. In such events, it shall not be a violation of this MAP policy to advertise the availability of the manufacturer's rebate, provided that:
 - o i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
 - o ii. an asterisk is placed next to the net price after manufacturer's rebate; and
 - o iii. “after manufacturer's rebate” appears in the same area of the advertisement as the advertised product.

5. BUNDLING GUIDELINES

1. “Bundling” or advertising Ksport USA products for sale together with other products will violate this MAP policy when:
 - o i. the effective or stated price of the bundle represents a discount of greater than 15% Coilovers, 5% Brakes & Air Suspension of the MAP; or
 - o ii. the product(s) bundled with MAP products violate Ksport USA’s Intellectual Property rights; or
 - o iii. the product(s) bundled with MAP products violate the Ksport USA Trademark & Brand Policy; or

- iv. the product(s) bundled with MAP products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
 - v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
2. Product(s) bundled with the MAP products must not, without conspicuous warning, be:
 - I. technically incompatible; or
 3. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP product will violate this MAP policy when:
 - i. the effective or stated price of the bundle represents an immediate discount of greater than 15% Coilovers, 5% Brakes & Air Suspension of the MAP; or
 - ii. the effective or stated price of the bundle represents a discount of greater than 15% Coilovers, 5% Brakes & Air of the MAP after taking into consideration any contingent future purchase.
 4. Rebate programs from Ksport USA, whether on MAP products or Ksport USA's partners' products, are exempt from this policy.

6. POLICY ENFORCEMENT

1. If a dealer with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Ksport USA will consider this to be a violation by the dealer.
2. Ksport USA reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if Ksport USA reasonably believes:
 - i. a dealer has violated the provisions of this policy; or
 - ii. a dealer intends to violate this policy.
3. Ksport USA's MAP policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as determining appropriate sanctions.
4. Waivers to this MAP policy may be granted in Ksport USA's sole discretion by the MAP policy Administrator in writing. Ksport USA Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP policy Administrator authorizes a waiver to the MAP policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP policy.
5. Ksport USA reviews the advertised prices of dealers, either directly or via the use of third-party agencies or tools. Dealers are expected to provide reasonable cooperation in any Ksport USA investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Ksport USA MAP policy investigation is a violation of this MAP policy.
6. The MAP policy will be enforced by Ksport USA in its sole discretion and without notice. Dealers, distributors, and resellers have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP policy should be directed in email to info@ksportusa.com.

This Ksport USA (Autoline Industries LLC) MAP Policy and Confirmation Agreement is made on this date of _____, by and between, Ksport USA (Autoline Industries LLC) and_____.

Ksport USA (Autoline Industries LLC) places great value on the efforts of all resellers to represent our products and support their customers. Our MAP policy is intended to encourage competition for the sale of Ksport USA products in a manner that is consistent with the long-term interests of our customers. We are sure that you share our commitment to customer satisfaction and as such, we ask that you acknowledge by signing this MAP confirmation agreement.

Thank you for your prompt attention to this matter, and your continued support Ksport USA products.

Read and Understood:
Authorized Reseller (Company Name)

Name _____

City _____ State _____ Zip _____

Web URL _____

Authorized Reseller Representative

Title _____ Date _____

Email _____ Phone _____

Signature _____

Date _____



HIGH PERFORMANCE SUSPENSION AND BRAKES

Items required to complete the Ksport Dealer Application Process.

- Dealer Agreement
- Map Policy Agreement
- Autoline Credit Card Authorization Form
- Sales Tax Form (If required)
- Photocopy of sales tax permit (If required)
- Arizona companies must submit a resale card (If required)
- Photocopy of business license

Once we receive all the new dealer documents, you will receive our Dealer Pack that includes.

- Latest Price Sheet
- Ksport Product Descriptions
 - Brake Kit Descriptions
 - Air Suspension Descriptions
 - Coilover Descriptions
- High Quality Product Photos
- Live Inventory Sheet
- Ksport Logos

Thank you for joining team Ksport!

Ksport
Division of Autoline Industries
254 W Broadway Rd
Mesa, AZ 85210
Phone: (480) 829-8100
Fax: (480) 829-8103
Website: www.ksportusa.com
Email: Sales@ksportusa.com