



SPYDER

WWW.SPYDERAUTO.COM

19395 E Walnut Dr. North, City of Industry, CA 91748

Tel: 626-934-8884 Fax: 626-934-8885

INITIAL WHOLESALE ACCOUNT PROCEDURES

Thank you for showing interest in establishing a wholesale account with Spyder Auto. Please note that all information must be completed and attached in order to proceed with the activation of your account.

The following documents are mandatory requirements for activation:

- Spyder Wholesale Application
- Spyder Auto Terms & Conditions (pages 1-4)
- Company's Resale License
- Company's Business License
- From BOE-230 (7-20) entitled "General Resale Certificate"
- Copy of your Drivers License
- Either or
 - Voided Company Check
 - Copy of Credit Card (front & back)

Once completed, please Submit all above documents via fax or email

Fax number: (626) 934-8885

E-mail: sales@spyderauto.com

Allow up to 24-48 hours for application to be processed. Once approved sales department will contact you with the procedures in processing your orders. You may now begin placing orders with Spyder Auto!

If you have any questions, or are awaiting approval, please do not hesitate to contact us;

Best Regards,

Spyder Auto

Tel: (626) 934-8884

Fax: (626) 934-8885

sales@spyderauto.com



NOTE: ALL PAGES MUST BE COMPLETED. APPLICATION MUST BE SIGNED AND DATED.



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FOR OFFICE USE ONLY

CUSTOMER APPLICATION

Company Profile

Date: _____

Type of Business: _____ Expected Monthly Purchase from Spyder _____

Year of Established _____

Corporation _____ State of Incorporation _____ Partnership _____ Sole Proprietor _____ Business Owned Since _____

Legal Corporate Name _____

BusinessName _____

Shipping Address _____

City _____ State _____ Zip _____

Billing Address _____

City _____ State _____ Zip _____

Telephone Number () _____ — _____ Fax Number () _____ — _____

Website / Email Add. _____

State Sales Tax Number (Attach Resale Cert.) _____

Federal Tax I.D. Number _____

Owner of Business _____

Soc. Sec. Number _____

Is Business a Subsidiary? _____ No _____ Yes Franchise? _____ No _____ Yes

If Yes, Name Parent or Franchiser _____

TRADE AND BANK REFERENCES Optional IF ONLY COD to credit card Orders

Please list other warehouse distributors or major suppliers. List at least 3 references.

Name	Address	City	State	Zip Code	Phone # (Area code)
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1) _____

2) _____

3) _____

4) _____

Name of Bank _____

Telephone Number () _____ — _____ Fax Number () _____ — _____ Since (Yr) _____

Address (Branch) _____

City _____ State _____ Zip _____

Checking Account Number _____ Officer to Contact _____

Applicant (Signature) _____ Title _____

Guarantor (Signature) _____ Spouse/Partner _____

Guarantor (Signature) _____ Spouse/Partner _____

Document must be signed by owner(s) or an authorized officer of the company You are representing in order to release bank information

CREDIT CARD INFORMATION

Card Holder's Name _____

Billing Address _____

City _____ State _____ Zip _____

TYPES OF CREDIT CARD ACCEPTED (ONLY) MasterCard _____ Visa _____ AMEX _____

ACCOUNT#: _____ Expiration Date: _____ 3 Digit Security Code _____

Full Name, Owners/Officers	Title	Home Address	Home Phone # (Area Code)
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1) _____

2) _____

Person to contact regarding billings/payments: _____

Telephone Number () _____ — Email: _____

Person to contact regarding orders: _____

Telephone Number () _____ — Email: _____

NOTE:

1. Applicant's signature attests financial responsibility, willingness and ability to pay our invoices in accordance with the payment terms, which may be granted, and in accordance with Spyder published terms and policies as may be revised from time to time. All information is required to assess credit terms. Additional documents and/or information may be required as a condition of sales or credit terms

2. You must purchase merchandise for the sole purpose of resale.

3. An NFS charge of \$35.00 or 5%, whichever is greater, will be charged on any returned checks. If two checks are returned for any reason, the account will be placed on CASH or Money Order only.

4. Applicant also assumes responsibility for all bills contracted in his name at the designated address, and, if required to collect delinquent accounts, all collection agency, attorney expenses and court costs.

The information given herein is for the purpose of obtaining credit and is warranted to be true. I/We understand that completion of this application does not constitute an offer to sell or an authorization to buy from Spyder. I/We hereby authorize the firm to whom this application is made (Spyder) to investigate the references listed. I/We have read and fully understand the above.

Signature _____ Date _____

Title _____ Firm Name _____



FOR SPYDER USE ONLY

Outside Salesperson Check Approval? _____ Terms Requested _____

Warehouse Location _____ Date Received _____

Authorization for D &B _____ Date _____

Delivery _____ Terms _____ Salesperson _____

FOR ACCCOUNTING USE ONLY

Date Received _____ Approved by _____ Terms _____

Special Conditions:



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PERSONAL GUARANTEE

Full Name: _____

Address _____

City _____ State _____ Zip _____

Telephone Number () _____ — _____ Fax Number () _____ — _____

Please submit a copy of your Driver's License with this form

To Spyder, and to your agent and/ or assignees, date _____ for value received, the receipt of which is acknowledged and in consideration of your advancing credit to _____ Applicant, I/We, the undersigned hereby personally guarantee the prompt payment to you of all amounts now due and owing to you from said applicant. Each of the undersigned agrees that the liability for all sums guaranteed, shall be joint and several. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note of evidence of indebtedness, the extension of time, payment arrangement or other indulgence granted to debtor, or by agreement affecting said indebtedness, and the undersigned hereby waives notice of all foresaid. The filing of a suit or the pursuit of collection or legal remedies against applicant shall not be condition precedent to the enforcement of this guarantee and the undersigned hereby expressly waive(s) demand, presentment for payment, protest, notice of protest or diligence. This guarantee shall continue until you have received a notice of termination executed by the undersigned. Should the undersigned elect to terminate this guarantee, such termination shall not affect any liability the owing. The undersigned hereby agrees to pay all costs and such additional sums as the court may deem reasonable as attorney's fees in the event an action is filled hereon.

Signature _____ Date _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This Certificate is for the purchase from _____ of the item(s) I have
(Vendor's name)
listed in paragraph 5 below.
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and the display while holding the item(s) for sale in the regular course of my business, I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:

6. I have read and understand the following:

For your information: A person may be guilty of a misdemeanor under Revenue and Taxation Code Section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE



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SPYDER AUTO TERMS AND CONDITIONS

Terms

1. All Shipments are C.O.D. unless payment is received with an order or prior arrangements have been made for an open account. Prepayment will help avoid costly C.O.D. charges.
2. Any check that is returned for N.S.F. (Non sufficient funds) will incur a \$35 fee.
3. There will be a 3% non refundable processing fee charged to all credit card orders.

Credit Policy

1. Accounts must have a completed and signed credit application on file.
2. Accounts with unpaid invoices past due thirty-one days or longer will not be shipped until the account is current.
3. In the event of default on your credit account, you will be responsible for payment of finance charges, reasonable attorney's fees, actual court costs, as well as any other costs incurred in the collection of your account.

Pricing

1. Prices and terms herein supersede all previous pricing. Prices are subject to change without notice.

Ordering

1. Phone orders may be placed by calling 626-934-8884.
2. Orders may also be faxed over to 626-934-8885.
3. Order cancellations can only be requested prior to shipment.
4. Orders can be emailed directly to sales representatives.

Back Orders

1. Back orders will be shipped as soon as they become available.
2. It is Spyder Auto's policy to hold backorders until the product becomes available for shipment. **Should you wish to have backorders cancelled, please email or fax in a cancellation request.**
3. Back order cancellations can only be requested prior to shipment.

Shipment & Freight Policy

1. All freight-prepaid shipments will be by a freight company chosen by Spyder Auto unless the freight company is specified at the time the order is placed.

2. There is a \$5.00 “drop ship fee” on orders that are shipped to a non-billing address.
3. Spyder Auto is not responsible for any custom/brokerage fees, taxes or duties related to international orders.
4. Drop ship orders from customers located outside of California will incur a 10% tax on orders shipping within California.

Shortages & Damages

1. Inspection of shipments is the responsibility of the customer. Damage or shortages need to be reported by the customer to the carrier at the time of delivery and noted on the bill of lading. Any claims not reported within 48 hours of delivery will not be honored.
2. Spyder Auto needs to be notified of any items that are damaged during shipping. Claim process may take up to 21 days.
3. Do not deduct shortages from invoices when making payment.
4. The customer will be responsible for payment of any damages or shortages not reported within 48 hours of receipt of the shipment.

Returns

1. All returns require an RMA (returned merchandise authorization) number authorized by Spyder Auto. All authorized returns will be made on a freight-prepaid basis, including insurance, by the customer and will be subject to a 20 % restocking fee.
2. Returns must be made within 14 days of receipt. All returns will be issued as credit, not a refund, and may only be applied to a 2/1 (two for one) offsetting order. Non-defective items are not eligible for return or exchange after the 14 day period. **NO EXCEPTIONS.**
3. RMA number must clearly be displayed on the return label or box.
4. Items returned without an approved RMA number will be refused and returned to sender.
5. Items to be returned must be received by Spyder Auto within 30 days from issue of an RMA number. **After 30 days, the RMA is void.**
6. An account must be current to be eligible for returns.
7. Item must be in original packaging and in new resalable condition.
8. Any item that was used or fully/partially installed is non-returnable.
9. Shipping fees are non-refundable. Customer is responsible for shipping charges incurred to and from Spyder Auto.
10. Returned items must be boxed and shipped in a manner so as not to be damaged in transit. Damage to boxes or product due to packaging will result in a re-box charge or loss of credit for that product.
11. Authorized returnable products should be shipped prepaid to Spyder Auto. Spyder Auto does not accept collect shipments for any returns.
12. Any overages of product received but not listed on the RMA will not be credited.
13. Product that is returned and determined to be non Spyder Auto product will not be credited, nor returned to the point of origin. Parts will be scrapped.
14. Any items containing manufacture defects or mislabeled items (missing parts, incorrect color, same side items, etc) must be reported to your assigned sales representative within 14 days from day of receipt. Spyder Auto will only issue a return label within the 14 day period.
Items reported after the 14 day period will be shipped back at customer’s expense.

Warranties/Defective Items

1. Any Spyder Auto products that are found to be defective are covered for a period of 90 days following the original purchase date.
2. All warranty claims must be accompanied by the original proof of purchase. Please keep all boxes, warranties and owner's manuals when you receive them. They are very important in the event merchandise is damaged, becomes defective or needs to be returned.
3. Spyder Auto will warrant that your product will be free of defects in materials and workmanship under normal use by the original consumer purchaser for ninety days from the original purchase date. This limited warranty does not cover any damage caused by improper installation, road hazard, accident, racing, misuse, alteration or normal wear and tear. This limited warranty does not cover vehicles used in racing or competition or vehicles with settings other than those set forth in the original manufacturer's specifications.
4. Cost of installation and labor is not covered in the warranty. Spyder Auto shall not be held liable for any incidental or consequential damages and/or injuries from the result of use of its parts.
5. Any item that is returned as defective, and found to be non-defective will have no credit issued and part will be returned at sender's expense.
6. Spyder Auto reserves the right to send replacement components for warranty/defective issues in the field.
7. All defective items returned to Spyder Auto and verified to be defective will receive item credit. Please note that manufacturing defects are subject to the terms and conditions of Spyder Auto's warranties.
8. Items found to be defective within 30 days will have a return label issued by Spyder Auto. Any items found to be defective after 30 days will be shipped at the customer's expense.
9. RMA number must be displayed on return label or box.
10. Warranty items returned without an approved RMA number will be refused and returned to sender.

Stainless Steel Limited Lifetime Warranty

1. Spyder Auto offers the original purchaser a limited lifetime warranty from defects in material and workmanship. This warranty does not cover shipping damage, misuse, mishandling, road hazards, product modifications, or discoloration. This warranty does not cover cost for installation, removal, labor or shipping. This warranty only applies to new products installed on the original vehicle. The warranty covers the replacement or repair of any part or parts that are defective and returned to Spyder Auto with an RMA number.
2. Warranty claims cannot be determined until returned goods are inspected.
3. If you live in an area that uses salt or other harsh chemicals for snow and ice removal, it is very important that you keep your bars clean. If you allow salt and other harsh snow and ice removing chemicals to stick to your bars, this may cause your bars to rust prematurely and will void your warranty (warranty will be voided under product neglect)
Keep your step bars, grill guards, and bull bars clean of salt and other snow removing chemicals. DO NOT use any chemicals, even those meant to protect the

product, on the product without consulting Spyder Auto first. Failure to do so will void your warranty.

4. Spyder Auto's warranty specifically excludes defects resulting from misuse, abuse, neglect, alteration, modification, improper installation, unauthorized repairs, submersion, theft, vehicle crash, or by any other type of impact.

5. In no event shall Spyder Auto be liable for any damages (including, without limitation, consequential damages, incidental damages, or damages for loss of use, loss of business profits, business interruption, loss of business information, loss of time, inconvenience, or other losses) arising out of the use, misuse, or inability to use a Spyder Auto product. Spyder Auto reserves the right to change the design of its product without any obligation to modify any previous product.

Black Powder Coat Warranty

1. Spyder Auto offers the original purchaser a 3 year warranty from defects in material and workmanship on all powder coat finishes from the original date of purchase.

2. This warranty does not cover shipping damage, misuse, mishandling, road hazards, or product modifications. This warranty does not cover cost for installation, removal, labor or shipping. This warranty only applies to new products installed on the original vehicle.

3. Warranty claims cannot be determined until returned goods are inspected and approved.

4. Spyder Auto's warranty specifically excludes defects resulting from misuse, abuse, neglect, alteration, modification, improper installation, unauthorized repairs, submersion, theft, vehicle crash, or by any other type of impact.

Credits

1. Credits will be issued within 45 days from receipt of returned goods.

2. Credits must not be taken until authorized and issued by Spyder Auto.

3. Credit will be issued only after inspection of returned product.

4. Credit will be issued at the lowest billed net acquisition price for the previous year. If the item does not show as ever being purchased, the customer will receive no credit.

5. Spyder Auto will only issue credit (no refund) to accounts in good standing.

I hereby agree to the terms & conditions set forth above.

Signature Acknowledgement: _____ Date: _____

Print Name: _____ Title: _____