



AUTHORIZED NITRO SNOWBOARDS CANADA INC. RETAILER AGREEMENT

**Nitro Snowboards Canada Inc. reserves the right to be selective, and have full approval in its choice of retail locations.
Dealers must apply and be approved by Nitro Snowboards Canada Inc.
Dealers agree to comply with the terms and conditions, and brand standards provided by Nitro Snowboards Canada Inc.**

TERMS:

Nitro Snowboards Canada Inc. provides Net 30 days, or subject to Credit approval.
Nitro Snowboards Canada Inc. reserves the right to adjust payment terms and conditions without notice.
Nitro Snowboards Canada Inc. will ship products subject to product availability, and credit approval.

DISCOUNTS:

Nitro Snowboards Canada Inc. will apply discounts where applicable, terms must be met per category in order for discounts to apply.

ACCOUNTS:

The dealer agrees:

1. The dealer will provide Nitro Snowboards Canada Inc. immediate written notice for : Any change in location, change of name, or change of ownership.
2. Overdue accounts will be subject to interest at a rate of 1.5% per month, or 18% per year from the due date of payment.
3. A \$25.00 service charge will be charged for all cheques returned as a result of non-sufficient funds or stop payment. In order to secure payment for unpaid balances the retailer agrees that all property and title interest will be returned to Nitro Snowboards Canada Inc.
4. Nitro Snowboards Canada Inc. reserves the right to request financial statements as well as access to inventory levels.
5. Nitro Snowboards Canada Inc. reserves the right to terminate the agreement at any point without reason by providing the dealer with two weeks written notice.
6. Nitro Snowboards Canada Inc. will transfer ownership of merchandise to dealer based on invoice terms.
7. In the event of nonpayment by the dealer as per the payment terms and/or initiation of bankruptcy proceedings by the dealer, Nitro Snowboards Canada Inc. retains the right to repossess the product.
8. Nitro Snowboards Canada Inc. reserves the right to substitute product at their discretion based on inventory levels or product changes.

RETURNS:

Returns will only be accepted with an RA number, which will be provided by Nitro Snowboards Canada Inc. Returns are to be sent prepaid. A 15% restocking fee will be applied to all returns. Please send all returns to the below address:

Nitro Snowboards Canada
2415 Ellwood Drive SW
Edmonton, AB, T6X 0J6
1-866-362-5071

WARRANTY:

Warranties will only be accepted with an warranty number, which will be provided by Nitro Snowboards Canada Inc. Nitro Snowboards Canada Inc. has the right to approve or deny warranty requests. All warranty products must be shipped prepaid. Please send all returns to the below address:

Nitro Snowboards Canada
2415 Ellwood Drive SW
Edmonton, AB, T6X 0J6
1-866-362-5071

CLAIMS:

All product claims must be submitted within 72 after receiving the product. These claims include mis-shipped product, and short ship claims.

ORDERS:

Nitro Snowboards Canada Inc. reserves the right to accept orders. We reserve the right to ship complete, or partial orders.

SHIPPING METHOD:

Nitro Snowboard Canada Inc. reserves the right to choose shipping methods, unless otherwise agreed upon with dealer. In the case of refused product, the dealer will be charged a 15% re stocking fee.

OBLIGATIONS:

1. Promotional strategies utilized by retailer must comply with Nitro Snowboards Canada Inc. brand standards.
2. Nitro Snowboards Canada Inc. retailers must employ sales associates that are fully knowledgeable with Nitro products.
3. The dealer must keep all merchandise sold at its principal place of business until it is resold during the normal course of business. The retailer hereby grants access to Nitro Snowboard Canada Inc. representatives to investigate in person the retailer's inventory at any reasonable time.
4. All Nitro Snowboards Canada Inc. products are not to be sold exclusively at a retail level. The retailer agrees to reimburse Nitro Snowboards Canada Inc. for any/ all product not sold through retail locations.
5. The dealer will, at his own expense, insure and keep insured against loss or damage by fire or other insurable hazards of the product to the extent of its full insurable value.

_____ Signature of Nitro Snowboards Canada Inc. authorized representative	_____ Date
_____ Name of authorized retailer	_____ Address of retailer
_____ Signature of Officer of authorized retailer	_____ Date



AUTHORIZED NITRO SNOWBOARDS CANADA INC. CREDIT APPLICATION

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL AND WILL BE HELD IN THE STRICTEST CONFIDENCE.

RETURN TO: Ryan Willisko | ryan@nitrosnow.ca | 1-866-362-5071

PLEASE INCLUDE: Copy of business licence | Photo of retail location | Business Card

COMPANY INFORMATION:

COMPANY NAME: _____ DOING BUSINESS AS: _____

TYPE OF BUSINESS: _____ YEAR ESTABLISHED: _____

OWNER(S): _____ E-MAIL(S): _____

BUYERS(S): _____ E-MAIL(S): _____

ACCOUNTING: _____ E-MAIL: _____

STORE TYPE: BRICK & MORTAR BRICK & MORTAR + ONLINE ONLINE ONLY
(PLEASE CIRCLE ONE)

SHIPPING INFORMATION:

ADDRESS:(STREET) _____ (CITY) _____

(POSTAL CODE) _____ (PROVINCE) _____ (COUNTRY) _____

TELEPHONE: _____ E-MAIL: _____ WEBSITE: _____

BILLING INFORMATION: (ONLY FILL OUT IF IT IS DIFFERENT THAN SHIPPING ADDRESS)

ADDRESS:(STREET) _____ (CITY) _____

(POSTAL CODE) _____ (PROVINCE) _____ (COUNTRY) _____

REFERENCES:

1. NAME: _____ COMPANY: _____ TELEPHONE: _____

2. NAME: _____ COMPANY: _____ TELEPHONE: _____

3. NAME: _____ COMPANY: _____ TELEPHONE: _____

4. NAME: _____ COMPANY: _____ TELEPHONE: _____

FINANCIAL INFORMATION:

ACCOUNTING FIRM: _____ TELEPHONE: _____

ADDRESS:(STREET) _____ (CITY) _____

(POSTAL CODE) _____ (PROVINCE) _____ (COUNTRY) _____

I agree that the information above is correct:

Name of authorized retailer

Address of retailer

Signature of Officer of authorized retailer

Date