



Applicant Contact Information					
Company Name ("Applicant"):				Phone:	
Doing Business As:				Fax:	
<i>If Applicant operates at more than one (1) store location and/or under a DBA, please attach a separate sheet listing all such store locations, DBAs and storefront names. Applicant hereby agrees to forward to FOUNDRY DISTRIBUTION all changes to such list (including new stores / addresses/additional DBAs, etc.) before stocking FOUNDRY DISTRIBUTION products at any new or revised store locations/names, as applicable.</i>					
Primary Contact:				Email:	
Store Address:					
City/State/Zip:				Phone:	
Store Web URL:					
Company Description:				# of Locations/Stores:	
Annual Gross Sales:	Internet Sales:	Brick/Mortar Sales:	Other Sales: (specify)	Year Business was Established:	
Credit Application Information (for new dealer applications only)					
Applicant Principals/ Owners:				SSN(s): or Date of Birth	
Primary Financial Institution:				Address: Phone:	
Financial Manager/ Contact:				E-Mail:	
State Resale Certificate #: <i>(if a reseller, please attach a copy of certificate)</i>				Issuing State:	
Business Credit Reference 1: <i>(a company with which Applicant has an existing line of credit)</i>				Account Numbers/ Payment Terms:	
Contact Person:				Phone:	
Business Credit Reference 2: <i>(a company with which Applicant has an existing line of credit)</i>				Account Numbers/ Payment Terms:	
Contact Person:				Phone:	
Purchasing and Billing Information					
Accounts Payable Contact:				Phone:	
				Email:	
Purchasing Contact:				Phone:	
				Email:	
Requested Payment Terms: <i>(To be determined by credit)</i>		COD by Company Check		Shipping Terms:	FOB – FOUNDRY DISTRIBUTION
		Net Account.			
		Credit Card Charged on Order.			
Preferred Method of Receiving Invoices (Check One):	Snail Mail:		Email:	Fax:	

In the event FOUNDRY DISTRIBUTION authorizes Applicant to be an Authorized NITRO Dealer (an “*Approved Dealer*”), Applicant acknowledges and agrees that the following terms and conditions (these “*Terms*”) shall govern:

____ (INITIAL) 1. Term. The term of the relationship between the parties hereto (the “*Term*”) shall commence on the date FOUNDRY DISTRIBUTION notifies Applicant that it is an Approved Dealer and shall terminate at any time by either party hereto upon thirty (30) days prior written notice. In addition, FOUNDRY DISTRIBUTION may terminate its relationship with Applicant without advance notice if Applicant (a) files a voluntary petition in bankruptcy, (b) makes an assignment for the benefit of its creditors or (c) breaches any of these Terms and such breach is not remedied within ten (10) business days upon receipt of written notice of such breach. In the event of termination of the Term, Sections 2-13 together with any payment obligations incurred prior to the effective date of termination shall survive.

____ (INITIAL) 2. No Resellers. Applicant agrees not to sell NITRO products through any third-party resellers, auction houses, or online sellers (including, but not limited to, eBay, Amazon Marketplace, or others).

____ (INITIAL) 3. Sales are Final. Unless otherwise specified in writing by FOUNDRY DISTRIBUTION, all sales from FOUNDRY DISTRIBUTION to Applicant are final. Warranty returns shall be handled by FOUNDRY DISTRIBUTION with a pre-assigned return authorization number that applicant requests. Applicant shall not offer product warranties to its customers that exceed in any manner (time, amount, other) the warranties provided by FOUNDRY DISTRIBUTION to Applicant. Questions regarding warranties should be directed to a FOUNDRY representative.

____ (INITIAL) 4. Authorization to Obtain Information. Applicant agrees to authorize its financial institution and any references listed herein to release information to FOUNDRY DISTRIBUTION for the purpose of evaluating Applicant’s suitability as an Authorized Dealer including, but not limited to, decisions regarding payment terms. Applicant acknowledges that the information provided herein is true and correct, and agrees to a monthly finance charge of 1.5% on any past due amounts and all reasonable collections fees relating to past due amounts (including, but not limited to, court costs and attorney fees).

____ (INITIAL) 5. Product. FOUNDRY DISTRIBUTION reserves the right to limit NITRO products Applicant may carry, market and sell.

____ (INITIAL) 6. Use of the Company’s Trademarks. During the Term, Applicant may only use the name, trademarks, trade names and logos of NITRO with the prior written consent of FOUNDRY DISTRIBUTION. Nothing herein shall grant Applicant any right, title or interest in NITRO’s name or trademarks.

____ (INITIAL) 7. Product Pricing. FOUNDRY DISTRIBUTION will provide Applicant with a price list, within thirty (30) days of the commencement of the Term and updated by FOUNDRY DISTRIBUTION as needed, including a manufacturer’s suggested retail price, which is **also** the minimum advertised price (the “*MAP*”). The MAP shall remain in effect for all products through February 1st of the year following the product’s model year. After February 1st, Applicants may advertise discounts, not to exceed 20% off, on previous-year products with such product’s model year listed in legible font next to the actual product in any literature, markings, advertisements, or websites, with a price below the MAP. After March 1st, a discount of 30% off will be allowed. After April 1st, a discount of 40% off will be allowed. Please don’t deviate from this structure. In addition to following the MAP as outlined above, **Dealer must exclude all NITRO products from Internet Dealer Website discounts, coupons, and sale offers or any other offers that reduces the price of the NITRO product at the time of the consumer purchase**. Discounted/free-shipping offers are permitted. Gift with purchase promotions are allowed with pre-approval by NITRO in writing. The following internet discounting and sales methods are strictly prohibited unless specifically authorized by NITRO. Such prohibited

discount and sales methods shall include, but not be limited to portal shopping, co branding, broken cart discounting, web portal sales or auction sales (ebay, craigslist, amazon or yahoo shopping), live chat discounting, promotional codes, package deal discounting. FOUNDRY DISTRIBUTION understands the importance of consumer satisfaction, and will discuss ideas and opportunities that will enhance the consumer shopping experience, and enhancing the consumer's recreational experience as well. Please help us keep the NITRO brand legitimate and demanded.

____ (INITIAL) 8. Assignment. Applicant's rights as an Approved Dealer shall not be assigned by Applicant without the express prior written consent of FOUNDRY DISTRIBUTION.

____ (INITIAL) 9. Attorneys' Fees. If any arbitral or other proceeding is initiated by either of the parties hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees in addition to any other relief that may be awarded.

____ (INITIAL) 10. Governing Law. These Terms shall be governed by and construed and interpreted in accordance with the laws of the State of Utah applicable to contracts entered into and to be performed within such State as in effect on the date hereof and as may be hereafter amended. Any dispute arising between Applicant and FOUNDRY DISTRIBUTION will be settled by binding arbitration. Nothing herein shall be construed or deemed to prevent either party hereto from seeking injunctive relief pursuant to these Terms in a court of appropriate jurisdiction. In any action or proceeding arising out of or related to these Terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding, and including fees and costs incurred for collecting or attempting to collect any judgment or award.

As an authorized agent of the Applicant, I, _____ (*Print Name*), have read the terms and conditions contained herein and authorize FOUNDRY DISTRIBUTION to perform a background and credit check:

Signed	Date

(Please attach a copy of your States Sales Tax/Resale Certificate)

Acceptance of Application and Agreement by FOUNDRY DISTRIBUTION Representative	Date