



30402 Esperanza
Rancho Santa Margarita, CA 92688
Sales: 866-691-7750
Email: sales@rpgoffroad.com

Hello current and potentially new RPG dealers and thank you for your continued support. We are gearing up for a great year and would like to introduce many new products and dealer resources that are available to your company. Let's make this a great year!

Along with this letter you will find our new dealer packet. The **DEALER PACKET** outlines and explains all of the requirements for current and potential RPG dealers along with detailing how the different dealers work.

EMAIL – In order to provide you with fast service, please use the following email addresses for your questions:

- **Pricing, product information, orders and availability:** sales@rpgoffroad.com
- **Technical and installation:** corey@rpgoffroad.com

DEALER AGREEMENT - Included in the DEALER PACKET is the OFFICIAL AUTHORIZED DEALER AGREEMENT (**page 3**). In order for us to process new orders for this year, we will need a signed copy of this agreement which can be sent to RPG at 30402 Esperanza Rancho Santa Margarita, CA 92688 or emailed to sales@rpgoffroad.com.

DISCOUNT – sales levels will be used to determine future year discount levels and will be reviewed annually. Listed in the DEALER PACKET on the OFFICIAL AUTHORIZED DEALER LEVELS are the guidelines that outline our discount levels. These levels are based on calendar year shipped sales. Once your company has reached the shipped dollar amount please contact RPG so we can immediately update your dealer discount level.

We look forward to working with you to make this a financially rewarding year. Potential new RPG dealers, please see the following page.

RPG AUTHORIZED DEALER APPLICATION INSTRUCTIONS

Thank you for your interest in becoming an OFFICIAL AUTHORIZED DEALER of RPG products. We at RPG are dedicated to producing the highest-quality products on the market.

To become an official authorized dealer, we ask that you review the information below and follow the detailed instructions that follow. We use this information and criteria to ensure that our products are properly represented and accurately installed. Please remember that exclusive pricing only goes to qualified businesses.

If you are unable to meet the requirements or criteria outlined below but still would like to sell RPG products, please email us at sales@rpgoffroad.com. We will provide you with a list of our AUTHORIZED RPG DISTRIBUTORS who can assist you with no minimum buy-in or purchase.

You may always email RPG directly with your technical and service questions at corey@rpgoffroad.com.

POTENTIAL DEALERS: please read these notes:

BUY-IN: A \$10,000 minimum buy-in is required to become a Dealer.

DEALER LEVELS: Are based on calendar year sales and RPG Dealer criteria.

TERMS: All new accounts must pay by check, credit card or wire transfer and will not be eligible to be considered for discount terms until a minimum of \$25,000 is shipped.

INCOMPLETE APPLICATIONS WILL BE REJECTED

The following items will help us qualify your application:

- 1. Photo copy of your company's business license. California businesses will also need to provide us with a copy of your state resale tax card.**
- 2. COMPLETED CREDIT REFERENCE (very important).**
- 3. Copies of advertising materials such as Yellow Page listing, newspapers / magazine ads.**
- 4. Send completed pages 4-6 back to RPG.**

Please email photos to sales@rpgoffroad.com with "Dealer Application" written in the subject field.

We thank you for your interest in RPG Products!

RPG AUTHORIZED DEALER AGREEMENT

PARTIES: This RPG Dealer Agreement (“Agreement”) is entered and delivered at Irvine, California, by and between Engineering Innovations Inc. DBA RPG Off Road (“RPG”) and (“Dealer”).

CONSIDERATION: For and in consideration of the mutual promises and covenants set forth below, the parties hereby enter this Agreement effective as of final signing date.

DUTIES OF RPG: RPG shall make available for purchase its branded Ford and Chevrolet products to Dealer at a RPG determined discount tier price for RPG branded products purchased by Dealer for the purpose of resale. RPG will make available all necessary product information, product photos, application guides, installation manuals and electronic files for the use of promoting and sales of RPG branded products.

DEALER’S OBLIGATION: Dealer agrees to pay for all RPG products as agreed and to keep and maintain a first class retail sales, manufacturing, or distribution location and devote such time and capital as are required to successfully sell RPG products. Dealer agrees that all RPG products advertised in any form of media shall bear the “official RPG product name and product image” as provided by RPG. Dealer may only use official RPG logos (provided on request) in connection with its advertising of RPG products while this Agreement is in effect. Dealer shall not advertise RPG products, in any media, at prices less than 10% of RPG suggested retail price (MSRP) as provided by RPG. Any and all forms of media using the RPG logos, RPG product names, or RPG product images shall be presented to the RPG Marketing department before being made public. Examples of media: Print Ads, Web Sites, Price List, Written and or Image content.

TERRITORY: Dealer is authorized to make and deliver sales worldwide. No territory is exclusive to any one Dealer.

TERM AND TERMINATION: This Agreement shall renew on each successive calendar year. Either party may give written notice to the other, thirty (30) days in advance of any termination. Dealer discount tier level is based on calendar year annual shipped sales and Dealer tier level requirements. Dealer discount tier level shall continue into each qualifying succeeding year. RPG reserves the right to reassign Dealer’s discount tier level at anytime without giving prior notice to Dealer.

MISCELLANEOUS: This Agreement may only be modified in writing. This Agreement shall be enforced and construed in accordance with the laws of the State of California. Any action arising out of or relating to this Agreement shall be arbitrated in accordance with the then existing commercial rules of the American Arbitration Association at Orange County, California. Any provision that is void or voidable may be excised, but the balance of the Agreement shall remain in full force and effect.

Dealer

Name _____

Signed _____ **Print** _____

Date _____

OFFICIAL AUTHORIZED DEALER LEVELS

Dealer

Requirements

- ___ Adhere to MAP pricing
- ___ Brick & mortar retail location
- ___ Product display
- ___ Except returns & warranty claims

Discount Levels (discount off of MSRP)

- ___ Bronze 15% - minimum buy in - \$10k
- ___ Silver 17% - \$10k - \$20k
- ___ Gold 20% - \$20k +

Builder (kit or vehicle manufacture)

Requirements

- ___ Adhere to MAP pricing
- ___ Brick & mortar manufacturing location
- ___ Assist RPG in vehicle set-up
- ___ Advertise RPG – Built-in CO-OP
- ___ Promote RPG at races & events

Discount Levels (discount off of MSRP)

- ___ Bronze 15% - minimum buy in - \$10k
- ___ Silver 17% - \$10k - \$20k
- ___ Gold 20% - \$20k +

RPG OFFICIAL AUTHORIZED DEALER APPLICATION

STEP 1: GENERAL INFORMATION

What is your business emphasis in each of the following categories? Please place a value in each field totaling 100%.

TRUCK & SUV _____ JEEP _____ 4x4 _____ SAND _____ MUD _____
OFFROAD(sport) _____ OFFROAD(race) _____ ATV _____ UTV _____ MX _____
Other _____

Do you have a Service Center? Yes _____ No _____

STEP 2: MAIL ORDER / INTERNET SALES INFORMATION

Are you active with Mail Order Sales or Internet Sales? Yes _____ No _____

If yes, provide all Web Site domain names and mail order business names that you are operating or in partnership with.

Title _____

Date _____

Company

Name _____

Principle

Address _____

City _____ St. _____

Zip _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Email _____

Website _____

STEP 3: DEALER INFORMATION

Company

Name _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Principle
Address _____

City _____ St. _____

Zip _____

Email _____

Website _____

Type of ownership: Corporation _____ Partnership _____ Sole Ownership _____

Principle Owners

name: _____

Principle

Address _____

City _____ St. _____

Zip _____

Phone # (____) _____ - _____ Email _____

Names of other authorized buyers _____ ,

STEP 4: Bank information

Bank Name _____ Phone # (____) _____ - _____

Bank Officers

Contact _____

Bank

Address _____

City _____ St. _____

Zip _____

Checking Acct# _____ Savings

Acct# _____

STEP 5: Trade References

1) Company Name _____

Acct# _____

Principle

Address _____

City _____ St. _____

Zip _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Email _____

Website _____

2) Company Name _____

Acct# _____

Principle

Address _____

City _____ St. _____

Zip _____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Email_____

Website_____

3) Company Name_____

Acct#_____

Principle

Address_____

City_____ St._____

Zip_____

Phone # (____) _____ - _____ FAX # (____) _____ - _____

Email_____

Website_____

Please feel free to give any other information which will aid in accessing your application, use additional paper if necessary.

The above information is herewith submitted for the purpose of opening an account and I hereby certify this information is accurate.

Preferred method of Payment:

COD Company Check

Visa/MC

Card # _____ Exp. Date _____ CSC # _____

Signed _____ **Print** _____

Date _____

Incomplete applications will not be considered. Allow two to three weeks for processing.

RPG use only: Sales Person: _____ Terms _____