



## DEALER APPLICATION

### **IMPORTANT** PLEASE READ

Your Application **MUST** be filled out completely and items requested (photos, voided checks, Yellow Page ad, etc...) **MUST** be sent with the application.

Please use the Check List on the Dealer Application Cover page

Incomplete applications **CANNOT** be processed!

To expedite your application, please print clearly. PMG can not process your application if it is not legible.

Thank you,

Phillips Motorsport Group





LOCKHART  
PHILLIPS

OPTIONS  
ITALIA



151 Calle Iglesia • San Clemente, CA 92672 • (800) 221-7291 • FAX (949) 366-6511

## Dealer Application Cover Page

Thank you for considering Lockhart Phillips as your connection for sport bike products.

Lockhart Phillips products are sold to “legitimate motorcycle dealerships” and accessory dealers at wholesale prices. In order for Lockhart Phillips to protect these legitimate dealers, we do not sell to “backyard shops” that exist only to purchase accessories for personal use. For this reason, Lockhart Phillips requires all information on the following Dealer Application filled in and/or provided in its entirety.

To assist you, we have provided this Check List to insure all information is provided. You may e-mail photos to: [dsweigart@lockhartphillipsusa.com](mailto:dsweigart@lockhartphillipsusa.com)

### Check List:

1. A **completed** Lockhart Phillips Dealer Application
2. Photos of your (1) store front (2) store sign (3) parts counter (4) inside view of store
3. A copy of a voided business check with your business name on it
4. A copy of your advertisement in the local telephone directory
5. Be sure to sign the Terms & Conditions Page and return it with your application.

### Please note:

- Allow 3-5 business days for account set-up for “completed” applications.  
**Incomplete applications will be rejected and not processed.**
- Upon approval, you will be notified of your Dealer Account number.
- You will be sent via priority mail a Lockhart Phillips catalog and dealer price list (additional catalogs available at \$3.00 ea.)
- All new accounts are shipped C.O.D. Cashiers Check / Money Order, unless other arrangements are made. (Allow an additional 1-3 weeks for C.O.D. Company Check approval.) Net 30 terms may be requested for approval after your account purchases reach \$1,000 or more in a one year period.
- In order to maintain an active Lockhart Phillips Dealer account and receive your free annual Lockhart Phillips dealer catalog and price list, your account purchases must be \$500.00 or more annually.

Lockhart Phillips has our Dealers best interest in mind and once you obtain an account with Lockhart Phillips our high standards and policies will be in place to protect you as well.

**FAX# (949) 366-6511**



LOCKHART PHILLIPS

OPTIONS ITALIA



SEVENTY THIRTY

151 Calle Iglesia San Clemente, CA 92672 (800) 221-7291/(949) 366-6511 fax

PLEASE FILL OUT COMPLETELY AND LEGIBLY FOR APPLICATION TO BE PROCESSED

FOR COMPANY USE ONLY

ACCOUNT#
ASSIGNED

DATE:

(FOR "COMPLETED" APPLICATIONS, PLEASE ALLOW 3-5 BUSINESS DAYS FOR NEW ACCOUNT SET-UP PROCESSING)

APPLICATION FOR: .LPUSA NEW DEALER ACCOUNT .CHANGE OF OWNERSHIP .CHANGE OF TERMS

DO YOU HAVE A LOCKHART ACCOUNT UNDER ANOTHER BUSINESS NAME OR LOCATION?
YES BUSINESS NAME LPUSA ACCOUNT #
NO

PLEASE INDICATE BUSINESS TYPE:

MOTORCYCLE: OTHER (please specify):
EXPORTING: YES NO COUNTRIES:

ADDITIONAL INFORMATION AND DOCUMENTS REQUIRED TO APPROVE THIS APPLICATION

- 1. BUSINESS MUST BE IN THE MOTORCYCLE INDUSTRY AND SPORT BIKE ORIENTED.
2. BUSINESS MUST BE A RETAIL STORE AND HAVE A COMMERCIAL ADDRESS
3. PROVIDE PICTURES OF THE FOLLOWING: (1) STORE FRONT (2) STORE SIGN (3) PARTS COUNTER (4) INSIDE VIEW OF THE STORE
4. PROVIDE A PHOTOCOPY OF A VOIDED BUSINESS CHECK DISPLAYING YOUR BUSINESS NAME.
5. PROVIDE A COPY OF YOUR BUSINESS LISTING IN THE LOCAL TELEPHONE DIRECTORY

COMPANY INFORMATION

Legal Name Phone Number Fax Number
Business Street Address E-Mail Address (Not Web Site)
City State/Province Zip
Federal ID Number State Resale Tax ID Number Years in Business

SOCIAL SECURITY NUMBER

PRINCIPALS (Owners, partners and principal officers) REQUIRED FOR APPLICATION APPROVAL

Table with 3 columns: Name, Title, Social Security Number

The undersigned who is either a principal of the credit applicant or a sole proprietor of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the overall credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as needed, in the credit evaluation process.

This does not constitute a personal guarantee.

X Signature Title Signer's Printed Name Date

EMAIL ADDRESS:





## Resale Certificate

In compliance with Sales and Use Tax Laws it is necessary that we have all of our dealers submit a completed re-sale certificate with their State Sales Tax Permit Number, to show that the merchandise has been purchased for resale.

The good faith of the seller will be questioned if he has knowledge of facts which give rise to a reasonable interference that the purchaser of particular merchandise is not engaged in the business of selling that kind of merchandise.

Under "Description of Property to be Purchased" there may appear:

- (1) Either an itemized list of the particular property to be purchased for resale, or
- (2) A general description of the kind of property to be purchased for resale. Such certificate is good until revoked in writing.

Please insert your SALES TAX PERMIT NUMBER, WITH YOUR SIGNATURE AND ADDRESS ON THE ENCLOSED RE-SALE CERTIFICATE AND SUBMIT WITH YOUR DEALER APPLICATION FOR PROCESSING.

\_\_\_\_\_  
(NAME OF PURCHASER)

\_\_\_\_\_  
(ADDRESS OF PURCHASER)

I HEARBY CERTIFY: That I hold valid seller's permit No. \_\_\_\_\_  
Issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling:

That the tangible personal property described herein which I shall purchase from: \_\_\_\_\_

Will be resold by me in the form of tangible personal property; provided, however that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property. Description of property to be purchased:

\_\_\_\_\_

\_\_\_\_\_  
Date Printed name of Purchaser or Authorized Agent and Title

\_\_\_\_\_  
Phone Number Signature of Purchaser or Authorized Agent



## DEBIT CARD DISCLAIMER

We do accept Debit Cards bearing the Visa and Master Card logos. These *are not* the same as the bank ATM debit cards.

***We do not accept bank ATM debit cards.***

Because of the way that debit cards are processed, your account may appear to be debited twice temporarily. This is done by your bank.

This happens because we will first obtain an authorization (*hold*) for the sale amount. Your bank will put a hold on that amount for up to 10 days. When we actually *charge* your debit card, the amount of the charge is then taken out of your account.

If we charge the amount before the hold amount expires, it may appear that your account has been charged twice. However, the (*hold*) amount will be released by the end of the 10<sup>th</sup> day.

Please sign and date below, stating that you have read this disclaimer, and that you are authorizing a purchase on your Visa/Mastercard Debit Card.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Terms and Conditions



## **BUSINESS HOURS**

7:30 a.m. to 4:30 p.m. M-F PST. Sat. 8:00 a.m. to 2:00 p.m. for orders only. 24 hr fax ordering.

## **DEALERS**

We sell only to legitimate businesses in our industry serving the public. We reserve the right to refuse to sell to any account not meeting our requirements.

## **ORDERING INFORMATION**

When ordering, please have the following ready: Your customer number (zip code plus one digit), dealership name, purchase order number if required, part number(s) and quantity.

## **FOREIGN ORDERS**

All foreign orders are payable in U.S. dollars only. All orders must be paid in advance and will be shipped freight collect, F.O.B. San Clemente, CA.

## **PAYMENT**

Visa, Mastercard and Discover may be accepted after processing of a dealer credit card agreement. This will eliminate C.O.D. charges. For C.O.D. shipments you may request a dealer "Company Check" form. Upon its return and approval, you may then pay with a company check. Net 30 terms are available to dealers who qualify. Open account payment is due within 30 days of invoice date. A reminding statement will be sent at the beginning of each month. A late charge of 1.5% per month (18% annum) will be added to all past due balances on a monthly basis. Free freight will not apply to any account past 60 days. We reserve the right to hold orders on any past due account over 30 days and place that account on credit hold until current. If collection action becomes necessary, the customer will be responsible for any and all court costs and attorney fees. All California and Maryland dealers must furnish us with a complete State Resale card or be charged sales tax.

## **RETURN CHECKS**

Any returned check will place that account on a 'Prepaid Only' status. Account must be cleared in full and reevaluated before being returned to company check status. A \$20.00 fee will be assessed.

## **REFUSED SHIPMENTS**

Refused shipments will be assessed a 20% restocking fee. Restock fee, freight and COD fees will be added on the account. Account will be placed on 'Do Not Ship' until paid. Terms may be converted to 'Prepaid Only' for all future shipments.

## **MINIMUM ORDER**

Lockhart Phillips USA does not have a minimum order. A \$2.00 handling charge will be assessed on orders under \$40.00.

## **FREIGHT POLICY**

Free Freight. Shippable orders of \$300.00 or more from either or both the East and West warehouses will be shipped ground freight paid. Dealers with previous year sales of 35k (Titanium Dealers) will qualify for free ground freight on orders over \$100. When express shipping is requested, the order will be credited for ground freight. Orders to Alaska, Hawaii and Puerto Rico will be credited for zone 8 ground when qualified for free freight. (FF does not apply to orders of more than 10 catalogs, large tie-down orders, chemicals, oil, and "oversized" items). On split shipments, LP USA will pay one COD charge when FF applies. Method of shipment is our option. Back orders that initially qualified for FF are eligible for FF when shipped. FF does not apply to international orders. Past due accounts over 60 days are not eligible for FF.

## **DROP SHIP PROGRAM**

We offer a drop ship program to your customer. The billing is sent to you and the product is sent to your customer. For orders that are under \$100, a \$5.00 handling fee will be charged. Drop shipment orders are not eligible for free freight.

## **SHIPPING**

Phone Orders received by 3:30 p.m. PST are usually shipped the same day from the West Coast. We ship UPS Ground unless otherwise instructed. UPS 3 day, UPS 2 day and UPS Next Day shipping are available. Saturday delivery is available upon request with an additional charge. Saturday orders are shipped the following Monday.

## **BACK ORDERS**

Unless otherwise specified, out of stock items will be held on back order for 60 days. Dealers will be contacted prior to shipping back orders. Please reorder after 60 days. Back orders that initially qualified for FF are eligible for FF when shipped.

## **PRICES**

All prices F.O.B. San Clemente, CA. Prices are effective January 1, 2006. We reserve the right to increase prices between catalog printings if we receive price increases.

## **CLAIMS**

For damages, indicate damaged when you sign for the product. KEEP the carton. HOLD the goods. NOTIFY US by toll free phone for instructions. Any damaged goods, shortages or overages must be reported within 3 days of receipt.

## **PRICING**

Computerized pricing available on disc

## **RETURNS**

All returned goods MUST have a Return Authorization number and be returned in original packaging. A copy of the invoice must accompany the return. The RA number must appear prominently on the outside of the box or it will be refused. Returned merchandise, (except for defects in manufacturing) must be returned within 30 days of invoice, be suitable for resale, and will be assessed up to a 20% restock fee. Discontinued merchandise and goods returned 30 days or more from the invoice date will not be accepted. Defective merchandise received beyond (30) thirty days from invoice date will be processed as an exchange for same product only. All close-out sales are final. To obtain a RA number, please contact our Customer Service Department at (949) 498-9090 ext. 237. Be prepared to provide the original invoice number and the reason for the return. Final determination for disposition of returned product is made at the time of inspection. RA numbers are only for the parts specified at the time the RA was given. Authorized returns will be settled by exchange or refund check (C.O.D. Company Check), credit (open accounts, credit cards), repair or replacement, at our discretion. Damaged fiberglass is subject to a repair or repaint fee. Refunds or credit will not be issued for less than \$5.00. Please allow 4-6 weeks for processing.

## **WARRANTIES AND GUARANTIES**

We do not guarantee the items sold by us or warranty the merchantability and fitness of purpose. Manufacturers supply their own warranties and guarantees and most of them do not permit a wholesaler or distributor to make any adjustment, replace any part, accept product for return, or exchange any defective or unsatisfactory item. Please follow the guarantee instructions when provided by the manufacturer. Any damages arising from the design or manufacturing of any item are the sole responsibility of the manufacturer.

## **CATALOG CONTENTS**

We believe the contents and specifications of this catalog are correct. We assume no liability for any errors in listings, specifications, part numbers, prices or model applications. We reserve the right to change specifications, product descriptions, product quality, pricing and application at any time without notice and without further obligation. The reproduction of any material from this catalog is forbidden without our written approval.

**The above terms & conditions have been read and acknowledged: Date: \_\_\_\_\_**

Dealer Name: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**PLEASE FILL IN THE INFORMATION ABOVE AND FAX BACK WITH DEALER APPLICATION**



## **STANDARD TERMS AND CONDITIONS FOR ONLINE PURCHASES**

**This Agreement governs your online purchase of products from Phillips Motorsport Group. Please read it carefully. No other terms and conditions apply. By clicking on the “I agree to the Terms and Conditions listed below” button prior to submitting your order, you are agreeing to these Standard Terms and Conditions for Online Purchases, which shall form the contract between you and Phillips Motorsport Group if an order is accepted by Phillips Motorsport Group (“Standard Terms”).**

### **1. Terms and Conditions**

Phillips Motorsport Group is offering for sale certain PMG products to the purchaser (“**Purchaser**”) as selected by the Purchaser on the PMGDealer.com (“**Seller**”). These Standard Terms shall apply to all sale transactions with Phillips Motorsport Group made through the Internet Website.

Phillips Motorsport Group reserves the right to refuse any orders for any reason. The terms and conditions of the Agreement between Purchaser and Phillips Motorsport Group shall be those stated in these Standard Terms, without any alteration and any inconsistent order information from Purchaser (the “**Agreement**”). Phillips Motorsport Group hereby rejects any additional or different terms and conditions proposed by Purchaser in any other purchase documentation. Orders received on Saturday, Sunday or public holidays usually will be processed on the next business day. Only orders not yet processed and shipped can be canceled by contacting Customer Service by phone during normal business hours.

It is the “Purchasers” responsibility to cancel all terminated User ID’s by contacting Customer Service by phone.

### **2. Prices and Payment.**

Prices are subject to change without notice. Unless otherwise indicated, the price will be billed in full and charged to your credit card at the time the order is processed. Purchases through pmgdealer.com may be made only by those credit cards or such other means as indicated on the website.

### **3. Shipping.**

Shipping charges are to be determined at the time order is processed.