

MAGNUM PERFORMANCE TURBOS, INC.

Business Name _____

Billing Address _____

City _____ State _____ Zip _____

Shipping Address: _____

City _____ State _____ Zip _____

Business Phone: _____ Fax: _____

ORDER CONTACT

Name _____ Title _____ e-mail _____

PAYABLES CONTACT:

Name _____ Title _____ e-mail _____

Federal Tax ID: _____ Reseller's Certificate No.: _____

Does State, County, or City
require a License? ☐ YES ☐ NO If yes, Lic. No. _____

OWNERSHIP: ☐ Partnership ☐ Corporation ☐ Sole Proprietorship

PRINCIPLES:

Name _____ Title _____ Telephone _____

Home Address _____ City _____ State/Zip _____

Name _____ Title _____ Telephone _____

Home Address _____ City _____ State/Zip _____

Name _____ Title _____ Telephone _____

Home Address _____ City _____ State/Zip _____

Payment terms preferred: ☐ Credit Card ☐ PayPal ☐ Terms (available upon credit approval)

Number of employees: _____ Sales area: _____ Sq.Ft. Annual Sales; _____

TRADE REFERENCES

Company Phone # Fax #

Company Phone # Fax #

Company Phone # Fax #

BANK REFERENCE

Bank Name Contact Person

City and State Account Number

FOR CREDIT TERMS THE FOLLOWING MUST BE COMPLETED

Do you ☐ rent or ☐ own

Mortgage holder/Landlord: _____

Address: _____
Street City State Zip

Has the firm or any of its principals ever filed bankruptcy? ☐ YES ☐ NO

If yes explain: _____

Any misrepresentation in this application will be considered evidence of fraud, since this information is the basis for the extending of credit and dealer status. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. You are hereby authorized to investigate the credit references listed and to request credit reports on the firm and/or its principles.

In consideration for the extension of credit, said business promises to pay for all purchases within the term agreed and agrees to pay a service charge of 1.5% per month (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred. The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business applying.

(Name of Business)

(Date)

Printed Name Title Signature

PERSONAL GUARANTEE

In consideration for Magnum Performance Turbos, Inc. extending credit to the business identified below for any materials and/or after this date at the request of applicants for its agents, the undersigned individual hereby personally guarantees unconditionally and irrevocably the prompt payment of any sums now and hereafter owed to Magnum Performance Turbos, Inc. by the business identified below whether said sums are due under open account.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed estimated maximum credit limit required as stated in the credit agreement between Magnum Performance Turbos, Inc. and the business. Magnum Performance Turbos, Inc. shall not be obligated to notify the undersigned of the dated or amounts of any such credit and the undersigned waives demand, notice of default and any extensions of time or any other forbearance which may be extended by Magnum Performance Turbos, Inc..

This guarantee shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested is received by Magnum Performance Turbos, Inc.. Said notice shall specify the date on which the guarantee is to be terminated, said date not be less than seven (7) days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Date: _____ Name: _____
(Guarantor, NO TITLE)

Guarantor's Home Address: _____

City State Zip

Guarantor's Home Telephone: _____

Signature of Guarantor: _____

Name of Business whose account is guaranteed: _____

OFFICE USE ONLY

[] Application Denied Reason: _____

[] Application Approved by: _____ Date: _____

Terms approved: [] PIA – Cash, Credit Card, PayPal, Bank Transfer

[] Terms – Net 15 with Purchase Order

Comments:

MAGNUM PERFORMANCE TURBOS, INC.

Credit Card Authorization Form

In order to process your Credit Card orders, please complete this authorization and send with a copy of your PICTURE IDENTIFICATION and a copy of the front and back of the credit card via Fax to 1 (303) 496-3753 or email to sales@mpturbos.com

Para poder procesar su orden con Tarjeta de Crédito, favor de completar esta autorización y enviarla con una copia de su Identificación con Foto y una copia del frente y de la parte de atrás de su tarjeta de crédito vía Fax al 1 (303) 496-3753 o email a sales@mpturbos.com

Date (Fecha): _____

Invoice Number (Numero de Factura): _____

I (Yo), _____, hereby authorize Magnum Performance Turbos, Inc., to charge my credit card for the purchase of any product(s) and/or service(s) which correspond to the sales order submitted me, my firm, its principals, and/or its representatives. *(autorizo a Magnum Performance Turbos, Inc.. para cobrar a mi tarjeta de crédito por la compra de cualquier producto(s) y/o servicio(s) que correspondan a la orden de venta presentada por mí, mi firma, sus principales, y/o representantes.)*

Credit Card: () VISA () MasterCard () Discover

Credit Card Account Number: _____

Número de Cuenta de la Tarjeta de Crédito

Expiration Date: ____ / ____ CVV Code: ____ Amount to be Charged: ____

Fecha de Vencimiento

Código de Seguridad

Cantidad para Cobrar

Credit Card Billing Address / (Dirección Postal de la Cuenta de la Tarjeta de Crédito):

Street: _____

City: _____ State: _____ Zip Code: _____

Country: (if not US) _____ Telephone: (_____) - _____

Requested Shipping Address / (Dirección para Entrega):

Street: _____

City: _____ State: _____ Zip Code: _____

Country: (if not US) _____ Telephone: (_____) - _____

The information herein is true and accurate to the best of my knowledge. I accept the terms and conditions set forth in the corresponding Credit Card Agreement and Magnum Performance Turbos, Inc.. sales policies. Please be advised that Magnum Performance Turbos, Inc.. may call to confirm your credit card with your bank. This is done for the protection of your card. *(La información contenida aquí es verdadera y exacta de mi conocimiento. Acepto los términos y condiciones en el Acuerdo de Tarjeta de Crédito correspondiente y las políticas de ventas de Magnum Performance Turbos, Inc.. Por favor, tome en cuenta que Magnum Performance Turbos, Inc.. puede llamar para confirmar su tarjeta de crédito con su banco. Esto se hace para la protección de su tarjeta).*

I am the authorized signer of the above card and hereby give Magnum Performance Turbos, Inc.. permission to bill the Credit Card. *(Soy el firmante autorizado de la susodicha tarjeta y por este medio doy permiso a Magnum Performance Turbos, Inc.. de facturar el monto correspondiente de esta autorización a la Tarjeta de Crédito).*

Cardholder Signature: _____

Firma Autorizada

Date: _____

Fecha

Print Name / Nombre en Letra de Molde: _____

Authorize Dealer and Warehouse Distributor Terms and Conditions

Effective: November 1, 2010

Business Conduct

We at **Magnum Performance Turbos, Inc.** believe that customers are the focus of our business and we strive for an environment of fair and simple transactions with our company. Fairness is a doctrine we consider paramount and we strive to be consistent in administering our policies and procedures. Our mission is to distribute superior products of exceptional quality and value.

Authorized Dealer & Warehouse Distributor Program

Magnum Performance Turbos, Inc. offers Authorized Dealer (AD) programs to authorized distributors that purchase sufficient quantities of products to merit price discounts below Jobber prices. AD's are required to place a minimum opening order of \$1,500. In addition, AD's shall maintain a minimum annual purchase volume of \$6,000. For higher volume accounts, **Magnum Performance Turbos, Inc.** offers a Warehouse Distributor (WD) program that provides additional discounts below AD prices. WD's are required to place a minimum opening order of \$5,000. In addition, WD's shall maintain a minimum annual purchase volume of \$15,000. Purchases are billed at appropriate prices, regardless of the order size or shipment quantity. No special handling charges are normally applied. **Magnum Performance Turbos, Inc.** may cancel AD or WD status upon failure to meet the minimum purchase requirements. **Magnum Performance Turbos, Inc.** reserves the right to modify, make exceptions or discontinue the AD and WD Distributor program at any time without further notice.

Pricing

Prices identified on the **Magnum Performance Turbos, Inc.** AD and WD Price Schedules are F.O.B. St. Petersburg, Florida, stated in U.S. dollars and subject to change without notice. Please consult with your Sales Manager at **Magnum Performance Turbos, Inc.** for additional information. **Magnum Performance Turbos, Inc.** reserves the right to change prices at any time without notice. **Purchase Orders** Purchase order number(s) and complete shipping information are required on all purchase orders and shall be sent to the following address.

Magnum Performance Turbos, Inc.
200 2nd Ave. South, Suite: 326
St. Petersburg, FL 33701

Payment Terms

Payment terms are net 15 days from the invoice date and are effective after credit application approval. All others must pay in advance. We accept American Express, Master Card, Visa and PayPal. We do not ship COD.

*Delinquent Accounts - Accounts are delinquent if not paid as provided in the payment terms above. **Magnum Performance Turbos, Inc.** will not ship to customers that are delinquent more than 30 days until payment is made and satisfactory credit established. Repeated delinquency will result in forfeiture of AD or WD program eligibility and shipment of product will cease.*

Drop Shipments

Magnum Performance Turbos, Inc. will honor drop shipments at an additional charge of \$5.00 per unit to the customer, unless otherwise noted. Orders for drop shipments are subject to the following conditions:

1. No C.O.D. shipments shall be allowed.
2. All freight charges will be made collect, unless prepaid and is the responsibility of the Distributor.

3. All drop shipments are subject to approval by **Magnum Performance Turbos, Inc.**, prior to shipment.

Freight Policy

Magnum Performance Turbos, Inc. will pre-pay freight on orders that exceed \$10,000. AD's and WD's with pre-established third party freight billing arrangements will be required to provide **Magnum Performance Turbos, Inc.** with the shipper's name and third party account number. AD's and WD's may, however, specify a particular trucking line or shipping method but may incur additional shipping charges (i.e., 2nd Day, Overnight, etc.). Freight is the responsibility of the customer, regardless of size. Special promotional programs during the year may offer freight coverage. Orders for shipments outside the contiguous United States will be prepaid to a domestic port of embarkation (P.O.E.).

Damaged Shipments, Shortages

All **Magnum Performance Turbos, Inc.** shipments are F.O.B. St. Petersburg, FL. Carton shortages and damages must be claimed against the carrier within 48 hours of receipt of goods. To expedite processing of claims against the carriers, the customer must note damages on the bill of lading at the time of delivery, and promptly request an inspection by the carrier or the claims agent. If a shortage is found with the shipment, it must be reported to **Magnum Performance Turbos, Inc.** in writing within five (5) business days of receipt of shipment. Claims not received within this time frame will not be honored. Claims must include the order number, invoice number, date of invoice, and date of shipment, part number, description and carton count.

Backorders

Unless instructed otherwise, out-of-stock items will be placed on backorder. Every effort is made to ship orders as soon as possible and complete. Partial shipments are made to provide product as soon as possible. For special-orders or drop-ship orders that encounter an out of stock item, customers are notified and given the option to cancel the order or have the item placed on priority backlog.

Promotional Allowances

WD's may qualify for 30% promotion and advertising allowances (per event, ad, or other promotional ideas) based on 3% of their year's purchases. Allowances are available for promotions or advertising campaigns where **Magnum Performance Turbos, Inc.** brands are the only products advertised (no competitor products allowed). Promotional allowances are not automatically available and **require pre-approval by Magnum Performance Turbos, Inc.** Marketing Manager. Allowances do not apply to any promotion or advertisement that inaccurately represents **Magnum Performance Turbos, Inc.** or its products. Approved allowances are paid via credit to open accounts, and **will not be credited off invoice.**

MAP (Minimum Advertised Price) Policy

As part of its strategy to market Magnum Performance Turbo & MPT (the "Products") products, Magnum Performance Turbos, Inc. has adopted a Minimum Advertised Price Policy (MAP Policy) sold through ecommerce channels of distribution or retail.

The policy is as follows:

Advertised prices of Products may not appear on the Internet at a discount of more than twenty-five percent (25%) off of Magnum Performance Turbos, Inc. then current list price for the Products. Net price shall mean the stated list price less all discounts, coupons, or allowances. Magnum Performance Turbos, Inc. reserves the right to change the applicable Minimum Advertised Price upon thirty days notice. In addition, customers of Magnum Performance Turbos, Inc. are responsible to distribute this policy, or otherwise apprise, their customers (resellers) of the terms of this policy.

Consequences of Violation of this MAP Policy:

First violation – Magnum Performance Turbos, Inc.. will remove the customer from all links and listings on Magnum Performance Turbos, Inc. web sites for a period of 30 days.

Second violation – Magnum Performance Turbos, Inc. will suspend the customer's purchasing status for a period of sixty (60) days.

Third violation – Magnum Performance Turbos, Inc. will suspend the customer's dealer status indefinitely.

Authority

Magnum Performance Turbos, Inc.. has adopted this MAP Policy unilaterally in furtherance of its independent business strategy and reserves, at its sole discretion, the right to change its MAP Policy and to interpret, enforce and otherwise handle all questions and issues related to the policy. No sales representative or employee of Magnum Performance Turbos, Inc. has the authority to discuss, change, or enforce this MAP Policy.

I hereby agree that I have read and accept the Authorize Dealer and Warehouse Distributor Terms and Conditions stated above.

Business Name: _____

Authorized Signature: _____ Title: _____

Date: _____

Magnum Performance Turbos, Inc.

Authorized Signature: _____ Title: _____

Date: _____