



S DIESEL, LLC
Driven Diesel / Strictly Diesel
2215 W Parkside Ln
Phoenix, AZ 85027
Tel : (623) 582-4404
Fax : (623) 582-4406

DEALER PROGRAM REQUIREMENTS

Thank you for your interest in becoming a dealer for Driven Diesel and/or Strictly Diesel products. Due to the number of New Dealer requests that we receive, and our need to very tightly control the distribution channel of our product line, we have established a two-tiered program for new dealer applications:

JOBBER LEVEL:

- In order to be considered for our "JOBBER Program", we will need the following:
 - Completed and Signed Dealer Program Application Form (last page of this document)
 - Copy of State Business License, Sales Tax License or Federal EIN Confirmation (business ID only)
(sales tax exemption certificates will be processed through our Avalara electronic system after approval)
 - Photographs of your "Brick and Mortar" Storefront with Signage - NO Exceptions!
 - Link to an existing/fully developed and operational e-commerce system on your website - if applicable
(see "Internet Sales" sub-section of the Terms and Conditions below)
 - Agreement with ALL of the following Dealer Program Terms and Conditions
 - Above can be E-Mailed to dealers@strictlydiesel.com or Faxed to 623-582-4406 (e-mail preferred)
Please Use Subject "New Dealer Application" and Attach All Documents/Images to one message

AUTHORIZED DEALER LEVEL:

- In order to be considered for our "AUTHORIZED DEALER Program", we will need the following:
 - Completed and Signed Dealer Program Application Form (last page of this document)
 - Copy of State Business License, Sales Tax License or Federal EIN Confirmation (business ID only)
(sales tax exemption certificates will be processed through our Avalara electronic system after approval)
 - Photographs of your "Brick and Mortar" Storefront with Signage - NO Exceptions!
 - Link to an existing/fully developed and operational e-commerce system on your website - if applicable
(see "Internet Sales" sub-section of the Terms and Conditions below)
 - **\$3000 Minimum Opening Order – NO EXCEPTIONS – (opening order may be spread over 90 days with prior approval of application and pre-authorized purchase instructions with payment details)**
 - **Must Maintain \$5000 Minimum Purchase Volume per Calendar Year (Jan-Dec)**
 - Agreement with ALL of the following Dealer Program Terms and Conditions
 - Above can be E-Mailed to dealers@strictlydiesel.com or Faxed to 623-582-4406 (e-mail preferred)
Please Use Subject "New Dealer Application" and Attach All Documents/Images to one message

Our Dealer Program was developed to help us establish a network of dealers that can **stock, install** and **support** our product line. We are **NOT** interested in adding additional "internet/mail order only" distribution channels and will not accept dealer applications from businesses that appear to be looking for more products they can drop-ship. We take the establishment of our dealer network as seriously as we do the development of our products and will only approve dealer applications from businesses we feel best represent our product line and the reputation we have established. We will not hesitate to drop any dealer from this program if they are found to be in violation of the Dealer Program Terms and Conditions or if we feel that our company/product(s) are not being properly represented or supported.

Shops that meet the requirements and become **AUTHORIZED DEALERS** will receive a deeper discount on our products, as well as a complete company listing on the Authorized Dealers page of the Driven Diesel website (www.drivendiesel.com).

DEALER PROGRAM TERMS AND CONDITIONS

• PRODUCT PRICING:

- Our Dealer Program is designed to benefit **STOCKING DEALERS** the most. As such, the best product pricing is given to dealers that meet our buy-in and purchase volume requirements.
- Our "Dealer Price List" will provide you with both the JOBBER and AUTHORIZED DEALER prices.
- Our "Dealer Price List" will also provide you with our MINIMUM RETAIL PRICE (MRP) and the MINIMUM WHOLESAL PRICE (MWP).
- The MRP and MWP policies have both been unilaterally adopted by S Diesel, LLC, effective 1/1/2011, and will be strictly enforced.
- The MRP, as listed on the Dealer Price List, is the lowest RETAIL price that Driven Diesel or Strictly Diesel products may be ADVERTISED and/or SOLD for, regardless of the sales medium (face to face, internet, telephone, etc). Dealers are free to set their own retail pricing for products under this policy as long as the products are **NEVER SOLD FOR LESS than our established Minimum Retail Price (MRP)**.
- The ONLY acceptable discounts with regard to S DIESEL MRP products are as follows:
 - Free or Discounted Shipping via a courier of the Dealers choice
 - Free or Discounted Installation of the product by the Dealer
 - Matching An Occasional/Authorized Sale Price as offered by S Diesel, LLC ("Strictly Diesel")

• THIRD PARTY WHOLESAL SALES:

- Our Authorized Dealer Program has been developed primarily to provide additional retail/installation outlets for direct consumers to obtain our products. We are not currently seeking Wholesale Distributors for our product line, and we have no intention of doing so in the future. We do understand that some of our wholesale customers operate like we do and have "dealers" of their own. As such, we have a few conditions relating to the RESALE of our products to other businesses.
 - We have established a MINIMUM WHOLESAL PRICE (MWP) as part of our Unilateral Pricing Program for Authorized Dealers that have wholesale customers they sell our products to. The MWP price is listed on the Dealer Price List with our Authorized Dealer and Minimum Retail Prices.
 - The MWP is equal to the JOBBER pricing level, and is intended to provide for more profit for our Authorized Dealers that purchase higher stocking quantities.
 - The MWP is not negotiable and applies to ALL Authorized Dealers selling to wholesale customers.
 - In order to protect the integrity of our brand and the reputation of our products and Authorized Dealers, any shop or business purchasing enough of our product to qualify for a deeper wholesale discount than our MWP provides is required to do so directly with S Diesel, LLC. We must strictly enforce this policy to ensure that our product is promoted and represented primarily by companies that have been directly authorized by S Diesel, LLC through our application and approval process.
 - Authorized Dealers are expected to monitor their wholesale customers to ensure that S Diesel, LLC Minimum Retail Price policies are being strictly followed. Unaddressed MRP Violations by wholesale customers of Authorized Dealers may result in action against the Authorized Dealer.

• PAYMENT METHODS:

- S Diesel, LLC requires PAYMENT IN FULL for all product orders BEFORE the order will ship.
- Acceptable payment methods include credit cards (Visa, MasterCard, American Express or Discover), bank cashiers check or postal money order.

- **DROP-SHIPMENTS:**

- We do not mind **occasional** drop-shipment orders for Authorized Dealers that **regularly place stocking orders**. Drop-Shipment orders will be billed at the same discount rate as recent stocking orders.
- Excessive Drop-Shipment requests from Authorized Dealers that have not been regularly ordering our product for stock will be subject to a \$15 "drop-ship fee" for each shipment, in addition to the actual freight charges.
- Application of the "drop-ship fee" to any particular order will be solely at the discretion of S Diesel, LLC.

- **SALES TAX (Exemption Certificates / Nexus / Etc.)**

- At this time, Strictly Diesel has established "Economic Nexus" in, and therefore must charge sales tax for all orders that are shipped to: **AZ, NC & WA**. This list is subject to change at any time. See below for information on how maintain proper Sales Tax Exemption Status for your orders as a dealer.
- **ALL** Dealers will be expected to complete an Electronic Sales Tax Exemption Certificate for the **Dealers Home State** using the Avalara ExpressCert system. Upon approval as a Dealer, your contact information will be added to our Avalara system and a certificate request sent to your e-mail.
- Dealers that indicate on their application that they will be selling online or requesting drop-shipments will be asked to complete additional Electronic Sales Tax Exemption Certificates for all states in which S Diesel, LLC currently has Nexus/Sales Tax Liability.
- Dealers will **ONLY** be Exempted from paying the sales tax after properly completing the Avalara Electronic Sales Tax Exemption Certificates. Fax/PDF copies of paper certificates will **NOT** be accepted.
- Dealers are solely responsible for completing their own Sales Tax Exemption Certificates. When Electronic certificates expire, the Avalara system will request new ones by e-mail.
- S Diesel, LLC will make every attempt to help dealers remain tax exempt. Once an order is processed and credit card charged, we will **NOT** go back and refund the sales tax.
- Yes...this SUCKS! Blame the Supreme Court, South Dakota and Wayfair!

- **INTERNET SALES:**

- Sale of any Driven Diesel or Strictly Diesel branded products on eBay, Amazon or any similar platform is permitted...**IF AND ONLY IF**...the product is **NEVER SOLD BELOW OUR ESTABLISHED MINIMUM RETAIL PRICE** and **THE PRODUCT IS PROPERLY REPRESENTED AND SUPPORTED** and **THE ADVERTISEMENT MEETS THE SAME REQUIREMENTS SET FORTH BELOW FOR PRIVATE E-COMMERCE SITES**. Dealers selling on these platforms are still responsible for first level support of the product for their customers.
- Dealers are permitted to sell S Diesel, LLC products on their established private e-commerce websites under the following conditions:
 - Prior to placement of any Driven Diesel or Strictly Diesel product, Dealers will provide S Diesel, LLC with a link to their established e-commerce website. S Diesel, LLC will review the e-commerce website to ensure that our product is a good fit and will be properly represented.
 - Dealers agree to provide accurate and adequate information about Driven Diesel or Strictly Diesel products listed on their website.
 - Dealers will not use the placement of Driven Diesel or Strictly Diesel products on their e-commerce website simply as a way to draw in customers and steer them to other products. The listing of our products on any Dealers website will be done solely for the promotion and sale of Driven Diesel or Strictly Diesel branded products.

- **PRODUCT IMAGE AND COMPANY LOGO USE:**

- Dealers are permitted to download and use product images from S Diesel, LLC website(s) under the following Terms and Conditions:
 - Dealer agrees that Images downloaded from S Diesel, LLC website(s) remain the sole property of S Diesel, LLC and that usage of these images can be revoked at any time, for any reason.
 - The use of the image(s) is for promotion of a Driven Diesel or Strictly Diesel product only.
 - The only permitted modification to the downloaded images is resizing, as needed for use on the website or in print advertising for the Dealer. Modifications that alter the content of the image or that distort/blur or otherwise block any part of the original image are not permitted.
 - The use of the image(s) is granted only to the direct Dealer, and does NOT extend to any third party the Dealer may sell the product to.
- Dealers are permitted to shoot and edit their own product images, which are not subject to any of the above Image Terms and Conditions.
- Dealers are expected to maintain accurate and up-to-date photographs of Driven Diesel and/or Strictly Diesel Products and Logos on their websites and in their advertisements at all times. If a product or logo changes significantly, Authorized Dealers shall have 60 days to update the image in their advertising or website.

- **OTHER GENERAL TERMS AND CONDITIONS**

- ALL Dealers are expected to provide pre-sale and post-sale technical support for Driven Diesel / Strictly Diesel products which they sell. Every attempt to resolve technical problems, including communication between the Dealer and a representative of S Diesel, LLC, should be made BEFORE referring customers directly to S Diesel for assistance.

- **CHANGES TO OUR DEALER PROGRAM OR PRICING:**

- S Diesel, LLC reserves the right to change the Requirements and/or Terms and Conditions for the "Dealer Program" at any time, for any reason.
- S Diesel, LLC reserves the right to change the Minimum Retail Price and/or Dealer Discount Price at any time, for any reason.
- S Diesel, LLC will notify all Dealers **BY E-MAIL** of any changes to either the "Dealer Program" or the "Dealer Price List".
- Any changes to the Dealer Discount Price will be effective on the date specified in the notification.
- Compliance with changes to the Requirements or Terms and Conditions of the S Diesel, LLC "Dealer Program" is required to maintain status as a "Dealer".
- Dealers will have 10 business days from the date of notification to comply with any MRP changes unless otherwise noted in the specific price change notification.
- We understand that certain "Print Advertising" media can take somewhat longer to correct due to publishing cycles, but Dealers are expected to make every effort to correct print ads as quickly as possible.
- Failure to comply with any of the Requirements or Terms and Conditions of the "Dealer Program", or with changes in the "Minimum Retail Price" or "Minimum Wholesale Price" programs, will result in action ranging from written warning to cancellation of "Jobber" or "Authorized Dealer" status. This action will be solely at the discretion of S Diesel, LLC.

DRIVEN DIESEL / STRICTLY DIESEL - DEALER PROGRAM APPLICATION

(Please **PRINT NEATLY**...we will not approve applications we cannot read!)

SECTION A : COMPANY INFORMATION

COMPANY NAME : _____ DATE : _____
COMPANY TYPE (CHOOSE ONE) : CORPORATION LLC PARTNERSHIP SOLE PROPRIETOR OTHER
OFFICE TELEPHONE NUMBER : _____ OFFICE FAX NUMBER : _____
PRIMARY CONTACT : _____ E-MAIL ADDRESS : _____
COMPANY WEBSITE : _____ E-COMMERCE SITE? : YES NO
REQUESTED DEALER LEVEL : JOBBER (NO BUY-IN) AUTHORIZED DEALER (\$3000 BUY-IN / \$5000 YEARLY)

SECTION B : BILLING ADDRESS / INFORMATION

BILLING ADDRESS : _____
BILLING CITY : _____ BILLING STATE : _____ BILLING ZIP : _____
BILLING CONTACT : _____ E-MAIL ADDRESS : _____
SALES TAX EXEMPTION CERTIFICATE REQUEST E-MAIL ADDRESS : _____

SECTION C : SHIPPING ADDRESS / INFORMATION

CHECK HERE IF YOU WILL BE SUBMITTING **DROP-SHIPMENT** ORDERS (ORDERS **NOT** SHIPPED TO YOUR SHOP)

CHECK HERE IF YOUR SHOP SHIPPING ADDRESS IS SAME AS BILLING ADDRESS ABOVE

SHIPPING ADDRESS : _____
SHIPPING CITY : _____ SHIPPING STATE : _____ SHIPPING ZIP : _____
SPECIAL SHIPPING INSTRUCTIONS : _____

SECTION D : TRADE REFERENCES

REFERENCE #1 – COMPANY NAME : _____ CONTACT : _____
ADDRESS : _____ TELEPHONE : _____
REFERENCE #2 – COMPANY NAME : _____ CONTACT : _____
ADDRESS : _____ TELEPHONE : _____

SECTION E : CREDIT CARD PAYMENT AUTHORIZATION

CREDIT CARD NUMBER (LAST 4 DIGITS ONLY!) : _____ WE WILL CONTACT YOU FOR FULL CARD INFO
EXACT NAME AS IT APPEARS ON CARD : _____
AUTHORIZED CREDIT CARD SIGNATURE : _____ DATE : _____

YOUR SIGNATURE AUTHORIZES "S DIESEL, LLC" TO USE THE ABOVE REFERENCED CREDIT CARD TO COMPLETE PURCHASES MADE IN THE NAME OF THE COMPANY REPRESENTED BY THIS APPLICATION. CHANGES TO THIS PAYMENT METHOD MAY BE MADE BY CONTACTING "S DIESEL, LLC" AND PROVIDING UPDATED INFORMATION. SUCH CHANGES MAY REQUIRE A NEW CREDIT CARD AUTHORIZATION DOCUMENT BE SIGNED.

SECTION F : SIGNATURE

PRINTED NAME : _____ TITLE : _____
AUTHORIZED SIGNATURE : _____ DATE : _____

YOUR SIGNATURE ABOVE INDICATES THAT YOU ARE AUTHORIZED TO REPRESENT THE COMPANY INDICATED IN SECTION A, AND THAT YOU HAVE READ, UNDERSTAND AND AGREE WITH THE DEALER PROGRAM TERMS & CONDITIONS. YOUR SIGNATURE ALSO AUTHORIZES "S DIESEL, LLC" TO CONTACT THE TRADE REFERENCES LISTED IN SECTION D AS NECESSARY. YOU ALSO AGREE THAT THE COMPLETION OF THIS FORM IS NOT A GUARANTEE OF ACCEPTANCE INTO THE DEALER PROGRAM AND THAT SUCH ACCEPTANCE IS SOLELY AT THE DISCRETION OF "S DIESEL, LLC".