



DEALER APPLICATION

Phone: 530.894.9082 | Fax: 530.894.9049

Web: www.AMainDistributing.com | Email: dealers@amaindistributing.com

424 Otterson Dr. Chico, CA 95928

CONTACT LIST	NAME/TITLE	LOCAL PHONE #	EMAIL
Accounting	Bryan Delorey	(530) 894-0797	invoices@amaindistributing.com
Sales Manager	Jason Sams	(530) 894-9082 ext. 7036 Cell: (530) 592-6144	jasons@amain.com
Account Manager (RC)	Shane Mouton	(530) 894-9082 ext. 7032 Cell: (530) 720-6504	shanes@amain.com
Account Manager (RC)	Austin Jones	(760) 937-1034	austinj@amain.com
Account Manager (Bikes)	Derek Embry	(530) 894-0797	dereke@amain.com
Marketing Manager	Brandon Aldred	(530) 894-0797	brandona@amain.com
Service/Support	Please contact rep.	(530) 894-0797	dealers@amain.com

Application Process: A dealer may find the application for an account at:

https://www.amaindistributing.com/dealer_account.pdf

Annual Minimums: To ensure we can provide the best possible service for our stocking dealers, it is necessary that each retailer maintain a minimum annual volume of at least \$6,000 to keep their account open. Accounts will be evaluated at the end of the calendar year and those who do not meet this requirement may be de-activated. Should you find your account has not met this requirement, you will be required to re-submit an application for us to consider re-establishing your account.

Buy-In Requirement: If you are a new store that has yet to open we require an initial first order of \$6,000. This meets our "stocking shop" requirement to ensure that you have a good mix of products to service the customers in your area. We also require this "buy-in" for existing shops looking to expand into RC or cycling.

Retail Location Requirements: To do our part to preserve the RC and cycling industries and those businesses that have invested in a retail location, AMain Distributing requires that all of its dealers have a brick and mortar store. There are no exceptions for this policy. We need photos of your storefront, sales floor and service area. Dealers will also need to have a Google business listing to verify the retail space, which will also allow your customers to find you online.

Price Lists: Current pricelist in excel format may be downloaded by logging into your dealer account at <http://www.amaindistributing.com> and clicking the "Download Pricelist" link, under the My Account section of the website. Pricelists are sorted by most recently added item, with the most recently added item at the top of the pricelist. Pricelist will also be included in the monthly AMain Distributing newsletter.

Ordering: Place orders by logging into <http://www.amaindistributing.com>. The AMain Distributing website operates as a commerce platform for approved dealers. If you need any assistance or have questions regarding an order or potential order, please contact your account manager.

Shipping: Shipping will be charged on all orders under \$300 or on cross-shipped orders less than \$500. Shipping costs are immediately reflected in your online shopping cart. Orders more than \$300 (\$500 for cross-shipped) qualify for free shipping. When your order reaches \$300, shipping will be immediately discounted and in most cases free for domestic orders. Some orders with large or heavy items may incur shipping fees regardless of order size.

Missing Items from Invoice: AMain Distributing will research orders that are missing products. Through a process of verifying shipment weights, product scans, inventory levels and surveillance video, AMain is able to determine if the order was accurate when it left one of our warehouses. Order claims vetted and found to be accurate when they were shipped may be denied.

Backorders: AMain Distributing does not require payment for backorders. We maintain a list of all products put on backorder and will notify you as soon as your backorder is available for purchase. After you receive notification that your backorder has arrived, you have seven days to log into your account and complete the purchase of your backordered products. If you do not complete your backorder purchase within seven days, your order will be cancelled.

Photography & Use of Marketing Materials: Dealer may use AMain Distributing Photography and approved marketing materials on any brands purchased directly through AMain Distributing. Lines not purchased through AMain Distributing are not eligible.

Warranty Information: Warranty information varies by brand and category. Warranty information for all distributed products is included in this packet. Taking care of the customer is our primary concern. If you are able, we ask that you immediately handle any valid warranty and replacement claims. If you are unable to handle a claim, please have the customer contact us.

At the end of each month we request that you contact us to process all replacement and warranty claims. We require information on all returned product and original proof of purchase. Once approved, credits will be approved within 10 business days. Please pack the items securely and do not over pack the boxes. AMain Distributing will take possession of inventory only once it has reached our warehouse docs and has been verified.

Product Returns: AMain Distributing expects dealers to have a knowledgeable staff who can diagnose defective warranty issues and handling all customer returns in the store. All ordering error products or overstock returns will need to be assigned to an RMA. Overstock and order error return shipping will be paid for by the dealers and the items will incur a 15% restocking fee. New in box returns will subject to limits based on annual order volume.

Return Process:

1. Contact AMain Distributing representatives to request an RMA and call tag.
2. Package the defective items.
3. Include information on each defective item.
4. Reason for Return.
5. Ship the package back to one of our warehouses:

California (CA)

ATTN: Returns Department RMA#
424 Otterson Drive
Chico, CA 95928 USA

North Carolina (NC)

ATTN: Returns Department RMA#
9348 Duck Lane
Charlotte, NC 28273

Compliance With Laws: Reseller agrees that all products purchased from AMain Distributing fully comply with all applicable provisions of international, federal, state, and local laws, rules and regulations.

Indemnification: Reseller agrees to defend, indemnify and hold AMain Distributing their regents, officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of these guidelines.

Policy Modifications: AMain Distributing reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. It shall be Resellers' responsibility to be apprised of the current requirements of the Map Policy, if any. AMain Distributing sales personnel have no authority to modify or grant exceptions to the MAP Policy or have any communications with Resellers regarding violations of the MAP Policy.

Failure to Comply: AMain Distributing will monitor compliance with this policy. It is the Resellers' responsibility to monitor its own advertisements. Violations of the MAP Policy and consequences thereof will be determined by AMain Distributing in its sole discretion. AMain Distributing may, at its own discretion, stop supplying product to any Reseller found to be in violation of the MAP Policy. AMain has no obligation to provide prior notice or issue warning before taking action under this MAP Policy. I have read, understand, and am authorized to agree to and accept the above MAP policy.

Third Party Online Selling Restrictions: AMain.com, Inc. ("ProTek"), are the proprietary owners of the ProTek and EcoPower brands and products. AMain Distributing has been authorized by ProTek to be the exclusive distributor of ProTek brand products for North America, Europe and the UK, and the non-exclusive distributor through existing global accounts.

This exclusive distribution agreement permits AMain Distributing to market, advertise, sell, and distribute ProTek products on AMain Distributing and its affiliates' corporate and/or official websites including its authorized dealers' registered official websites.

We feel that companies like have Amazon have no interest in the future growth of our brands or our industry and that short-term gains distributors are gaining today by selling to and through Amazon will have negative long-term implications on retailers and tracks who support new customers and longevity of our hobby. Therefore, ProTek specifically prohibits individuals or third parties, from utilizing any and all third-party websites. Retailer is permitted to sell online on the Retailer's corporate brand site, but may not sell or list the Product on third party retail sites, affiliate sites, auction sites or marketplace sites, including but not limited to Amazon and eBay, without prior written authorization. Retailer must provide all website names that Retailer uses to sell Product prior to posting on the internet. It is ProTek's unilateral policy to cease supplying products to any Reseller who offers any ProTek products on internet auction sites. Action will be taken by ProTek against violators, including but not limited to cancelling dealership, stopping online sales, and pursuing compensation for the loss caused by unauthorized sales.

1. Dealer Application - must be signed and filled in completely
2. A copy of your State Retail Sales Permit
3. A picture of your store front or building
4. Completed California Resale Certificate if you plan to resell product in California

DEALER APPLICATION



BUSINESS INFORMATION

Business Name:			
Address:			
City:	State:	ZIP:	Country:
Business Phone:		Fax:	
Website:		Email:	
Federal Tax ID Number:			
State Tax ID Number:			
Business Type: __ Sole Proprietor __ Partnership __ Corporation __ LLC			
How Long in Business:		Number of Employees:	
Purchasing Manager:		Phone:	
Building Rent:		__ Lease __ Own	
Property Manager:		Phone:	

TRADE REFERENCES (3 MINIMUM)

Business Name:	
Address:	
Contact Name:	Phone:
Business Name:	
Address:	
Contact Name:	Phone:
Business Name:	
Address:	
Contact:	Phone:

Your application must include:

- Dealer Application Form, signed and filled in completely
- A copy of your State Retail Sales Permit
- A picture of your store front or building
- Completed California Resale Certificate, if you plan to resell products in California

All application materials can be sent via Email: dealers@amain.com or Fax: 530.894.9049

SIGNATURE

PRINT NAME

DATE

CALIFORNIA RESALE CERTIFICATE

I HEREBY CERTIFY:

1. I hold a valid seller's permit number: _____
2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from **AMain Distributing** of the item(s) I have listed in paragraph 5 below.
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale.

6. I have read and understand the following:
For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER OR AUTHORIZED REPRESENTATIVE

PRINTED NAME

DATE

PHONE NUMBER

DATE