



DEALER APPLICATION

MaxTow Performance, LLC
444 COMMERCE LANE, SUITE C | WEST BERLIN, NJ 08091
856-336-8100 EXT 123
DEALERS@MAXTOW.COM



MaxTow Performance, LLC
444 Commerce Lane, Suite C
West Berlin NJ, 08091
856-336-8100 Ext 123

Welcome,

Thank you for your interest in becoming a Dealer or Distributor with MaxTow Performance, LLC.

Please carefully review the information in the following packet outlining our dealer agreement, terms and conditions, warranties and other important information. After you have finished reviewing this packet, please review, sign, and email or fax the included application to our Wholesale Department.

Once your application has been received and approved by our Wholesale Department, we will create an account under your Business name to be used when ordering. After submitting your initial buy in order you can begin to place orders with your new account over the phone or you may submit your order via email using the Dealer email address.

We look forward to creating a long-term business relationship with you.

Thank you!

Sandy K.

856-336-8100 Ext 123

Email: Dealers@MaxTow.com

Fax: 856-324-9014



Dealer Application

| | |
|-------------------|--------------------------|
| Business Name: | DBA (doing business as): |
| Business Phone #: | Fax: |
| Email: | |
| Address: | City: |
| State: | Zip Code: |

Entity Type: Corporation Limited Liability Co. Limited Partnership Partnership Sole Partnership

Business Type: Retail Store Internet Retailer Installer (products installed on premises)

| | |
|--|-----------------------|
| Description of your Business: | |
| Website Address(s): | |
| Do you sell products on eBay or Amazon? IF YES list your seller ID(s) below: | |
| Principal owner: | Date Established: |
| Federal Tax ID: | Store Square Footage: |
| Annual Revenue : | Authorized Buyer(s): |

Would you like to receive catalogs and emails regarding our products? Yes No

Shipping Information

| | | |
|---------------------------------|--------|-----------|
| Shipping Address #1: | Attn: | |
| City: | State: | Zip Code: |
| Phone number: | Fax: | Email: |
| Shipping Address #2 (optional): | Attn: | |
| City: | State: | Zip Code: |
| Phone number: | Fax: | Email: |



Credit Card Information

| | | |
|----------------------|--------|---------------------|
| Name On Credit Card: | | Credit Card Number: |
| Expiration Date: | | Security Code: |
| Billing Address: | | |
| City: | State: | Zip Code: |

ALL APPLICATIONS MUST BE COMPLETELY FILLED OUT OR IT WILL BE REJECTED

TERMS & CONDITIONS:

In order to become a GlowShift Gauges, LLC (“GlowShift”) dealer (“Dealer”) or distributor (“Distributor” and with Dealer collectively “Reseller”), Reseller must establish a dealer account (a “Dealer Account”) or distributor account (a “Distributor Account”) through a one-time buy-in order of at least Five Hundred Dollars (\$500.00) (a “Dealer Buy-In”) or Two Thousand Five Hundred Dollars (\$2,500.00) (a “Distributor Buy-In”) respectively. Please read the Dealer Account and Distributor Account requirements in the opening paragraphs of the Dealer and Distributor Account Agreement. This Distributor and Dealer Application (the “Application”) incorporates by reference the Dealer and Distributor Account Agreement (the “Dealer Agreement”) and GlowShift Reseller Warranty and Disclaimers (the “GlowShift Reseller Warranty” and with the Application and the Dealer Agreement collectively the “Agreement”) as if restated fully in this Application. Reseller agrees to be bound by the terms and conditions of the Agreement upon GlowShift’s approval of the Agreement.

Marketplace policy: GlowShift’s Marketplace Policy outlines restrictions for selling GlowShift products on third party websites. Distributing GlowShift products on the Amazon Marketplace, eBay, or any other third party marketplace that **is not wholly owned and operated by Reseller (a “Third Party Marketplace”) is prohibited**. All Resellers must receive written approval from GlowShift, which may be withheld at GlowShift’s sole discretion, to distribute GlowShift’s products through a Third Party Marketplace. Upon GlowShift’s written approval for Reseller’s sales through a Third Party Marketplace, Reseller must clearly represent itself as an Authorized GlowShift Reseller in all online advertisements and sales material. Any Reseller distributing through a Third Party Marketplace without written approval from GlowShift will be immediately terminated.

Trademark policy: GlowShift’s Trademark Policy sets forth general guidelines for the use of trademarks owned by GlowShift or its affiliated entities in conjunction with the promotion, distribution or sale of GlowShift’s products and services. Proper use of trademarks can be determined only by GlowShift. These trademarks are registered by GlowShift in the Principal Register of the U.S. Patent and Trademark office, as well as in other countries around the world. As the owner of its trademarks, GlowShift has the exclusive right to use its trademarks, as well as the right to stop others from using its trademarks, or designations that are misleadingly similar to GlowShift trademarks, improperly or without GlowShift’s authorization. Use or alteration of any images that are owned by GlowShift without GlowShift’s prior written approval is prohibited. This list of impermissible uses of GlowShift’s trademarks and logos is not exhaustive, and GlowShift will enforce its legal rights against those who engage in any of the aforementioned activities or any other activities which infringe on GlowShift’s trademark rights.

MAP policy: GlowShift’s Minimum Advertised Prices Policy (the “GlowShift MAP Policy”) is non-negotiable, and will not be altered for any Reseller. GlowShift’s MAP Policy applies only to minimum resale prices, established by GlowShift, which are subject to change at any time. GlowShift’s MAP Policy does not establish maximum advertised prices and all Resellers may offer GlowShift products at any price in excess of those indicated on GlowShift’s Dealer Pricing Sheet, which contains the current listing of products and applicable prices available. The products and GlowShift’s MAP Policy are subject to change at GlowShift’s sole discretion. GlowShift’s MAP Policy applies to all advertisements specific to GlowShift products and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, the Internet or similar electronic media, television, radio and public signage. GlowShift reserves the right at any time to modify, suspend, or discontinue GlowShift’s MAP Policy in whole or in part.

One Year Non-Transferable Limited Warranty & Disclaimers: Reseller acknowledges no warranty is expressed or implied by GlowShift except those explicitly made herein. GlowShift warrants to the original retail customer purchaser, and not to any other purchaser or subsequent owner, that the product will be free from defects in material or workmanship for a period of one (1) year from the purchase date. **This warranty does not cover any product that is (1) installed incorrectly, (2) damaged by collisions, vandalism, or other accidents, or (3) improperly or incorrectly used, or damaged by similar causes.** Purchaser’s sole and exclusive remedy for damages against GlowShift shall not be greater than the actual purchase price of the product for which the claim is made.



Reseller Not A Franchisee: Reseller acknowledges this Agreement is not an offer to sell, solicitation of an offer to purchase, or assignment of a franchise in or on behalf of GlowShift. Nothing in this Application shall be construed as a waiver of any applicable exemption that may be available to GlowShift under New Jersey Stat. 56:10-1 *et al.* or any other applicable laws.

Jurisdiction; Conflicts: A) Controlling Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of New Jersey, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any custom or rule of law requiring construction against the draftsman. **B) Consent to Jurisdiction:** Each party hereby irrevocably and unconditionally to the exclusive jurisdiction of the applicable state or federal courts sitting in the State of New Jersey, Camden County, for purposes of all legal proceedings arising out of or relating to this Agreement, and each party agrees not to commence any legal proceeding related thereto except in such courts. Each party irrevocably waives, to the fullest extent permitted by law, any objection that he or it may now or hereafter have to the venue of any such court or that any such action has been brought in an inconvenient forum.

Your Signature Constitutes that you acknowledge you have received, read, and accept all terms and conditions and if applicable other agreements that you have received, read, and agreed to all applicable terms and contritions, which are available at <https://www.glowshiftdirect.com/Dealers/GlowShift-Dealer-Terms.pdf> and that you are authorized to sign the agreements on behalf of the customer identified above.

Please Read and Attach Additional Requirements below:

In addition to the completed dealer application, sufficient proof of business must be provided at the time of the application submission. This includes; pictures of the storefront or shop, state or local business registration, and sales tax ID. All dealers are required to provide a Sales Tax Exemption/State Resale Certificate unless the state of resale is a Non-Sales Tax state.

Required Documents:

Signed Dealer Application

State Business License

Photographs of Retail Location Sales

Sales Tax Exemption/State Resale Certificate

Applicant Signature: _____ Date: _____

Title: _____ Printed Name: _____

Co-Applicant Signature: _____ Date: _____

Title: _____ Printed Name: _____

Applications can be emailed or faxed to Dealers@MaxTow.com or 856-324-9014.