

## To All Prospective Dealers:

We appreciate your interest in becoming an authorized dealer of HMD motorcycle parts. To protect our existing dealers, it is our policy to only offer our products at wholesale prices to legitimate businesses that meet our requirements.

### Requirements:

1. Operate a legitimate dealership with an aftermarket retail store.
2. Are located in a commercial zoned area.
3. Have a retail display area open to the public for the purpose of retail sales.
4. Maintain normal business hours.
5. We require an initial order of \$1000.00 to activate your wholesale account.
6. Must make at least 1 purchase per calendar year, to keep your dealer account and pricing.

### We need the following information:

1. A copy of your business license.
2. A current state sales tax/resale certificate.
3. A completed dealer application packet  
**(must be signed by an authorized signee for the business)**
4. Arizona Resale# **(Arizona based businesses only)**

**Discounts are given on HMD made products only (not all parts with a HMD part# are HMD made products. Please consult your price sheet for actual price/discount)**

Sincerely,

Mike Saenz  
**Heavy Metal Designz**

3231 S Dodge Blvd Tucson, AZ 85713 - Phone (520) 308-3759 – Fax (520) 393-8674 Website [HMD520.COM](http://HMD520.COM)

**DEALER APPLICATION**

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

Business Name: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

Date Business Started: \_\_\_\_\_ Sales Permit #: \_\_\_\_\_

Resale#: (Arizona Business Only): \_\_\_\_\_

Person of Contact: \_\_\_\_\_

**Business Address:**

\_\_\_\_\_ Street Address

\_\_\_\_\_ City State Zip

Business Phone: \_\_\_\_\_ Fax#: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

**Shipping Address:**

Same as above? (circle one) Yes No

\_\_\_\_\_ Street Address

\_\_\_\_\_ City State Zip

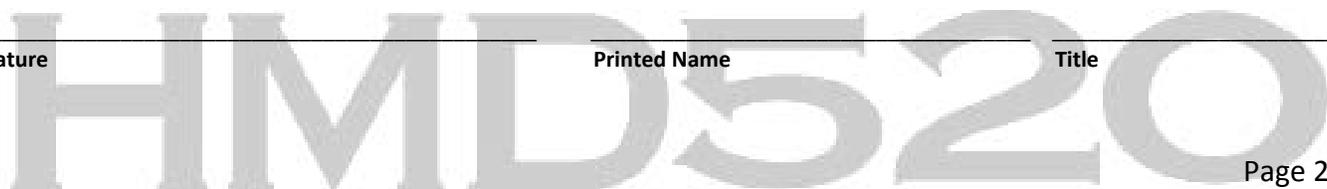
**3 Wholesale Account References**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

By completing this Application, and signing below, applicant hereby agrees to pay, in-full, for all products ordered and delivered. Applicant acknowledges that discounts are given on HMD made products only. Applicant affirms that all information set forth in the application is true and correct.

Date: \_\_\_\_\_ Dealership Name: \_\_\_\_\_

X \_\_\_\_\_  
Signature Printed Name Title



**Important:** Heavy Metal Designz is in no way, shape, or form, connected with Polaris or Victory Motorcycles, and any products with a trademark, name, or word used in our web store are strictly intended, solely as a reference as to that particular part. None of our parts are D.O.T approved. All of our parts are intended for custom applications. You, and only you, are ultimately responsible for determining the suitability of any product, and your intended use of that product, for your application. Therefore, you assume any and all responsibility for any outcome resulting from use or installation of any of our products in any manner. Heavy Metal Designz insists that you test fit any product prior to painting or cosmetic finishing. Modifying any Heavy Metal Designz product for your particular application voids all warranty. Heavy Metal Designz will not be held responsible for any paint or labor expenses under any circumstances and will not accept for return, any product that has been modified or damaged due to improper installation.

**Pricing:** We reserve the right to change prices, policies and terms at any time without prior notice.

**Backorders:** Every effort is made to keep all items in stock at all times. Occasionally some product may be backordered. We will make every effort to deliver backordered products as quickly as possible.

**Special Orders:** Special orders are exactly that... Special. We will try to fill all special orders as fast as possible. However, special orders take as long as they take and cost as much as they cost. There are often factors pertaining to these items that are out of our control. All special orders will require payment, up front, and Special Orders may not be cancelled for any reason. There are no refunds on Special Orders. Things that fall under the Special Order policy are: One-of-a-kind items, another manufacturer's item that we order specifically for you, and any stocked item that we modify at your request.

**Freight:** Shipping is the responsibility of the purchasing party and all incurred shipping expenses will be added to the total purchase price at time of purchase or prior to shipping, unless other arrangements have been made at time of purchase. Normal delivery time runs between 4-10 business days. It takes 2-3 business days to process your order before we package your product for shipping. We are not responsible for shipping delays

**Returned Checks and Refused Shipments:** All returned checks and refused shipments will result in a \$45.00 processing fee. **No exceptions.**

**Merchandise Returns:** Once you have submitted your order, this becomes a binding legal contract between HMD520/Heavy Metal Designz, and you, the customer. NO RETURNS OR EXCHANGES ON CUSTOM MADE, SPECIAL ORDER, AIR RIDE, ELECTRICAL, OR ON INSTALLED PARTS. Under special circumstances, which are determined by HMD520/Heavy Metal Designz, cancellations/returns/exchanges may be allowed. We WILL NOT allow cancellation/returns/exchanges due to buyer's remorse. All pre-approved returns/exchanges must be post marked no later than 30 days from the date of delivery. Returns/exchanges must be in new condition and must include all instructions and original packing material. Customer pays all return shipping charges. PLEASE EMAIL [info@hmd520.com](mailto:info@hmd520.com) for a RMA number. Once the parts have been inspected by us, we will issue a credit to the original credit card. Original shipping and handling charges will not be credited. All returns without correct RGA information prominently displayed on the outside of the package will be refused or returned at the customer's expense. In the case of a return, or order cancellation, you will be charged 20% restocking fee. No freight or restocking fee will be charged on goods found to be defective or not as ordered. All defective or items not as ordered, will receive a repaired or replaced item at the discretion of Heavy Metal Designz, or a merchandise credit. **No refunds will be issued.**

# HMD520

**Web Store Contents:** We believe the contents and specifications of our web store to be accurate and 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, pricing and applications of any product at any time, without further notice and without further obligation. The reproduction of any material from our web store is forbidden without our written approval.

**Improper Care or Misuse:** Heavy Metal Desigz shall have no warranty obligation in the event that goods have been modified by any other person or organization, or where goods become defective in whole or in part as a result of improper installation, improper maintenance, improper use, abnormal operation, or any other misuse or mistreatment of the goods.

**Proof of Purchase:** Heavy Metal Desigz shall have no warranty obligation in the event the customer is unable to present a receipt evidencing the date on which the customer purchased the goods.

**Exhausts:** Exhaust systems are warranted for manufacturing defects only. There is no warranty on exhaust pipes or mufflers with regard to any discoloration. Discoloration (bluing) is caused by tuning characteristics, carburetor jetting, overheating, etc...It is not caused by defective manufacturing.

**Chrome plating/Powder Coating:** If after initial inspection a flaw is discovered in the chrome or powder coat, DO NOT INSTALL IT!! Please call Heavy Metal Desigz for an RMA, and we will replace the item at no charge. Please use caution when installing chrome plated components, the finish is fragile. Especially when mating two chrome components together. Always use anti-seize when using chrome hardware on chrome plated products. Heavy Metal Desigz recommends using a quality wax or polish on chrome to protect their finish.

**Consequential Damages:** Heavy Metal Desigz shall not be liable for any consequential or incidental damages arising from the breach of any warranties, the failure to deliver, delay in delivery, in non-conforming condition, or for any other breach of contract or duty between Heavy Metal Desigz and the customer. Heavy Metal Desigz cannot control any environment that our products may be subjected to and our warranty coverage only extends to our products in their original, un-installed/as purchased form. Heavy Metal Desigz will not under any circumstances warranty paint, or installation/removal labor, on any product, unless said product was purchased from Heavy Metal Desigz in an installed or painted form.

**We reserve the right to refuse to sell to anyone for any reason.**

**By signing below, you are agreeing to the Polices above:**

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

Dealership Name: \_\_\_\_\_

X \_\_\_\_\_  
Signature Printed Name Title

HMD520

## MINIMUM ADVERTISED PRICE POLICY

HMD (Heavy Metal Designz) has developed numerous products bearing the HMD name that it distributes under its own trade names and trademarks (collectively the "Trademarks"). HMD also holds copyrights to the material in all of its catalogs and advertisements ("Copyrighted Material"). In order to monitor the use of its trademarks and copyrights, HMD has adopted the following policies for its dealer network.

HMD is committed to maintaining the superior quality and integrity of its line of motorcycle parts and accessories.

HMD has developed the following minimum advertised price ("MAP") policy for its Dealers in order to promote advertising practices that preserve and enhance the reputation of HMD for superior quality, and thereby encourage the long term success of HMD and its distribution network. The policy will become effective Jan 9, 2011.

Authorized dealers/distributors may sell any HMD product at any price in their sole discretion. However, HMD believes that marketing products bearing the Trademarks below the suggested retail price undermines HMD's reputation, the industry reputation and the image of the Products. Therefore, HMD does enforce an Advertising Policy, which is intended to preserve the goodwill, market value, reputation and image of HMD, the Products and its Trademarks.

**"No HMD Product, Trademark or Copyrighted Material may be used in any advertisement, catalog or publication, whether printed, audio, video or electronic unless the price used is within a 10% margin of error of the current suggested retail prices as published by HMD."**

Advertising practices that have the effect of reducing the advertised price below the level in the above Advertising Policy, such as for example, combining a product bearing an HMD Mark or trade name with a "free" product or in a "package" with other products or in with a discount coupon or promotional code and discounts with membership also violate the Advertising Policy. Advertisements containing phrases such as "click for price," "email for price," "email best offer" or "call for price" or other similar phrases implies that the price will be below the allowed 10% margin of error of the suggested retail price and is a violation of the Advertising Policy. Advertisements that offer discounts must specifically and conspicuously exclude the Products. An advertisement that offers or implies a price outside of the allowed 10% of suggested retail price on any HMD product will be a violation of the Advertising policy. This Advertising Policy is not applicable to any in store advertising such as in-store displays or signs.

For purposes of this Advertising Policy, "advertisement" is defined as any advisement, announcement, information, publication or notice given or made by a Dealer/Distributor in connection with the solicitation of business or sales of the products covered by HMD Advertising Policy in whatever medium is now know or hereafter developed including: print, radio, newsletter, television, handbill, sign (except signs inside the Dealer's/Distributor's retail store), catalog, letter (including e-mail), electronic media, telecommunication, internet or online auction. For purposes of Internet sales, the entire web site, including, the "shopping cart" or similar web site location, will be considered part of the "advertisement" if it can be accessed by links contained on or within the web site.

It is a violation of the Advertising Policy for any Dealer/Distributor to support, supply or in any way facilitate other dealers, distributors or retailers who advertise in violation of the Advertising Policy.

If HMD discounts its dealer price on any product it will also reduce the suggested retail price on that product and the Dealer can advertise using that reduced suggested retail price. If a Dealer/Distributor violates the Advertising Policy, HMD will enforce this Policy in the following manner:

**First Offense:** Dealer/Distributor will receive a documented notice of violation ("Notice") and will be given thirty (30) calendar days to remove the offending print advertisements from publication and distribution and three (3) business days to remove any offending electronic advertisements from web pages or Internet sales sites.

**Second Offense:** Dealer/Distributor will receive a Notice and will be placed on a non-ship basis for a period of thirty (30) days from the date of the Notice with regard to all products sold by HMD.

**Third Offense:** Dealer/Distributor will receive a Notice and will be placed on a non-ship basis for a period of ninety (90) days from the date of the Notice with regard to all products sold by HMD. Dealer/Distributor will not be permitted to use HMD's Copyrighted Material including, but not limited to, product images.

**Fourth Offense:** Dealer will receive a Notice and will be placed on a non-ship basis indefinitely

Any violations of this Policy and/or any apparent unauthorized use of the Trademarks or Copyrighted Materials should be reported to the HMD.

### Acknowledgement:

I have received a copy of the HMD Advertising Policy and I have read and understand the Advertising Policy requirements.

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

Dealership Name: \_\_\_\_\_

X \_\_\_\_\_

Signature

Printed Name

Title

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# HEAVY METAL DESIGNZ/HMD520

## Optional Credit Card/eCheck Form (please print all information)

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Business Name: \_\_\_\_\_

Business Contact's Telephone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Credit Card# \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Street Address, City, State, Zip

Card Holder Signature: \_\_\_\_\_

OR

Name on Check: \_\_\_\_\_

9 Digit Routing # on Check: \_\_\_\_\_

Checking Account #: \_\_\_\_\_

Account Holder Signature: \_\_\_\_\_

By signing this document, I consent for my Credit Card or Checking account listed, be charged whenever I place an order with Heavy Metal Designz. An itemized invoice will be included with your shipment.