



# PowerCell Performance Dealer Application

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## MINIMUM ADVERTISED PRICE (MAP) POLICY & ENFORCEMENT PROCEDURES ACKNOWLEDGEMENT/NEW DEALER AGREEMENT

**I have read & understand the PowerCell Performance MAP Policy listed below and agree to all the terms and conditions. I understand that to violate the MAP Policy may result in permanent loss of my dealer status with PowerCell Performance and its Sub-brands.**

- PowerCell Performance lists all Manufacturer's Suggested Retail Pricing (MSRP) pricing on the corporate website ([www.powercellperformance.net](http://www.powercellperformance.net)) which can be amended at any time by PowerCell Performance at its sole discretion. Any priced advertisement in any media such as but not limited to internet or similar electronic media, radio, television, flyers, posters, catalogs, mail order catalogs, magazines, e-mail newsletters, e-mail solicitations, coupons, mailers, inserts, newspapers, and public signage must not be more than 10% below the current MSRP as indicated on the PowerCell Performance internet website. Any pricing advertised that is not 90% or greater than that shown on the PowerCell Performance website will be a violation of this MAP policy and subject to enforcement procedures as identified later in this document.
- Sales of any PowerCell Performance products listed on the current price list through third party retailing (such as EBay and Amazon) is allowed providing the listed price is no less than 90% of MSRP.
- This MAP Policy applies only to advertised prices and does not apply to the actual price that PowerCell Performance products are sold or offered for sale to an individual consumer. Resellers are free to sell PowerCell Performance products at any price they choose.
- The inclusion in advertising of any free or discounted products with a product covered by this MAP Policy would be contrary to this MAP Policy if it has the effect of discounting the advertised price of the included PowerCell Performance product below current MSRP as indicated on the PowerCell Performance website.
- This MAP Policy does not establish maximum advertised prices. Resellers may offer PowerCell Performance products at any price in excess of listed MSRP.
- Pricing listed on an internet site is considered an "advertised price" and must adhere to this MAP Policy. Once the pricing is associated with an intent to purchase (adding to shopping cart or order), the price becomes the selling price and is not bound by this MAP Policy. Statements such as "add to basket to see price," "we will match any price," "call for price" or similar phrases are acceptable as long as the price advertised or listed for the products is not below current MSRP. In addition, discounts applied at checkout to the customer's entire order based on customers purchasing history with the Reseller, such as discounts for "frequent shoppers," do not violate this MAP Policy.
- PowerCell Performance reserves the right to offer promotions on certain products. In such an event, we reserve the right to modify or suspend this MAP Policy in whole or in part by notifying all Resellers of the nature and duration of the change. PowerCell Performance further reserves the right to adjust the MSRP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all resellers.

### **Enforcement Procedures:**

PowerCell Performance has included its MAP Policy Enforcement Procedures in the Dealer Agreement to ensure any dealer representative signing the "acknowledgement" page is aware of the severity in which PowerCell Performance will deal with violators of this policy. Any determinations by PowerCell Performance under these enforcement procedures shall be binding upon the violator.

### **First Offense:**

Dealer will receive notification of the nature of the violation 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, internet sites, or other electronic media.

### **Second Offense:**

Dealer will receive a notification and the account will be placed on a non-ship basis for thirty (30) days from the date of notice.

### **Third Offense:**

Dealer will receive a notification and the account will be placed on a non-ship basis indefinitely.

All questions about this MAP Policy should be in writing and directed via U.S. Mail to: Dealer Relations 10347 Los Alamitos Blvd Los Alamitos CA 90720.



## PowerCell Performance Dealer Application

Name of Business:		Sales Volume Last Year:	
Street Address:		Projected Sales for this year:	
City:	State:	Zip Code:	Country:
Billing Address:			
City:	State:	Zip Code:	Country:
Phone:	Fax:	E-Mail:	
Web Site Address:		Business Hours:	
Sole Proprietorship: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	State of Corporation:
		Tax ID:	
		State:	

**NAME OF OWNERS, PARTNERS SHAREHOLDERS, OFFICERS**

	Name	Title	Home Address	City/State/Zip Code	Phone
1.					
2.					
3.					

**MAJOR INDUSTRY REFERENCES**

1.	Name:		Dealer Account #:		
	Address:		City:	State:	Zip Code:
	Phone:				
2.	Name:		Dealer Account #:		
	Address:		City:	State:	Zip Code:
	Phone:				
3.	Name:		Dealer Account #:		
	Address:		City:	State:	Zip Code:
	Phone:				

The undersigned jointly and severally if more than one, hereby unconditionally and absolutely guarantee to PowerCell Performance the prompt and full payment and performance when due of all indebtedness and obligations whether arising by orders, over limit, returned checks, refused shipments, or in any other manner which (business name) \_\_\_\_\_ may now or at any time hereafter owe PowerCell Performance, including without limitations interest and collection costs specified in any document evidencing securing or pertaining to any such indebtedness and obligations and for the purpose of securing payment of indebtedness now or hereafter owing from applicant to PowerCell Performance the applicant hereby grants a security interest to PowerCell Performance in and to inventory of parts, apparel, accessories and equipment including but not limited to those parts apparel, accessories and equipment received from PowerCell Performance

Legal Firm Name: \_\_\_\_\_

\_\_\_\_\_

Signature of Owner/Officer
Title
Date