



**APPLICANTS:**

Notice: These forms must be signed by the owner. Employee signatures are not acceptable.

- Fill out the ZG DEALER APPLICATION.
- Sign & date the ZG DEALER AGREEMENT.
- Read & initial the ZG TERMS & CONDITIONS.
- Read & initial the ZG RETURN POLICY.
- Fill out the ZG CREDIT CARD AGREEMENT.
  
- Read & initial the DOMESTIC DEALER DROP SHIP PROGRAM.
- Copy of business license.
- Copy of a business card or yellow page ad.
- Indicate if you have a retail showroom & business hours. [ ] Yes [ ] No Hours: \_\_\_\_\_
- California dealers must include a re-sale license.
- Mail to: Zero Gravity Corp. 912-A Pancho Road Camarillo, CA 93012

**TO QUALIFY AS A ZG AUTHORIZED DEALER, EACH APPLICANT SHOULD MEET THIS BASIC CRITERIA:**

1. Have a retail showroom dedicated to motorcycle parts & accessories.
2. Be open to the public during normal business hours.
3. Be licensed by the local or state agencies to operate said business.

New dealers are not required to be authorized dealers of new motorcycles but they must be a motorcycle oriented business. For example: An auto parts store is not considered a motorcycle oriented business just because it has the ability to order some motorcycle parts. If there is a question as to the eligibility of a certain business, please email.

**PAYMENT OPTIONS AVAILABLE FOR DEALERS:**

Once your application is received, it will be processed immediately. You will have two options for order payment, COD & credit card payment. If you desire to pay by COD, be prepared to list 3 current motorcycle industry trade references that we can contact to verify credit and payment information. This can take several days to complete; you may experience a delay in the event that COD is desired. If you wish to pay by credit card, your application may be approved the same day it is received.

[ ] COD Terms [ ] Credit Card Terms Acct. No.: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Ex: \_\_\_\_/\_\_\_\_ V-Code: \_\_\_\_\_

**DECLINED APPLICATIONS:**

In the event that your dealer application is declined, we will notify you in writing. The written notification will explain the basis of our decision. Any applications that are submitted & declined will be kept on file at ZG for review in the event that future applications are submitted by the same parties.

(FOR OFFICE USE ONLY)



Dealer Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contact: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Account ID: \_\_\_\_\_ Terms: [ ] Prepaid [ ] COD [ ] Net \_\_\_\_\_

Price Level: [ ] 1 – Retail Only [ ] 2 – Dealer [ ] Other – \_\_\_\_\_

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved    Declined   By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Enter in Peachtree    Make Invoice File    E-mail / Fax / Mail Dealer Price List and Discount Program

# Dealer Application



Order Payment Type: (Check One)

CREDIT CARD

C.O.D.

Dealer Name: \_\_\_\_\_ Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Parts Manager: \_\_\_\_\_

City: \_\_\_\_\_ State / Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### List Three (3) Industry Trad References With Whom You Have Accounts:

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ Contact: \_\_\_\_\_ Account#: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ Contact: \_\_\_\_\_ Account#: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ Contact: \_\_\_\_\_ Account#: \_\_\_\_\_

### Banking Information:

Dealer's Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

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

The applicant hereby authorizes the above named references and bank to release information to Zero Gravity, pertaining to the applicant's account(s), for the purpose of evaluating applicant's credit worthiness.

Signature X: \_\_\_\_\_ Date: \_\_\_\_\_

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|                                                                                                                                                                           |        |      |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------|----------|
| Dealership Name:                                                                                                                                                          |        |      | Phone:   |
| Owner's Name:                                                                                                                                                             |        |      | Fax:     |
| Dealership Street Address:                                                                                                                                                |        |      | Website: |
| City:                                                                                                                                                                     | State: | Zip: | E-Mail:  |
| CHECK ONE: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other-Specify: |        |      |          |

Zero Gravity, a California Corporation, 912A Pancho Rd, Camarillo, CA 93012, (hereinafter, the "Manufacturer") agrees to deliver certain merchandise to the above named dealership (hereinafter, the "Dealer") for the payment in full for such merchandise in U.S. currency, Dealer hereby agrees to the following terms and conditions:

- 1. C.O.D. Shipment** – All C.O.D. payments to be paid by the Dealer's company check. No personal checks will be accepted. The Dealer agrees that in the event that payment is not so received by Manufacturer or if Dealer's check is returned unpaid for any reason due to no fault of the Manufacturer, interest shall be added to the balance owing at the rate of one and one half percent (1½ %) per month. Such interest shall be added to the balance owing and shall accumulate further interest until the entire balance is paid in full. In addition, a \$10.00 service charge will be due from the Dealer for any returned check.
- 2. Collection** – Dealer further agrees that if the services of a collection agency becomes necessary to collect any monies owing hereunder or if litigation becomes necessary to enforce this Agreement, the Dealer agrees to pay such collection agency fees, attorney's fees and court costs as may be reasonably necessary to collect such monies.
- 3. California Law** – Dealer acknowledges and agrees that the provisions of this Agreement shall be governed by the laws of the State of California, U.S.A. and shall include the terms and conditions disclosed in the attached Dealer Terms sheet, a copy of which has been received by the Dealer. Any lawsuit to enforce this Agreement may be filed in any competent court in the State of California including, but not limited to, small claims court, and the Dealer consents to the jurisdiction of said court(s).
- 4. Guaranty** – Dealer jointly and severally and unconditionally guarantees to the Manufacturer the prompt and full payment of all sums due hereunder and agrees to remain fully bound on this guaranty notwithstanding any extension, forbearance, or waiver, or release, discharge or substitution of any collateral or security for the debt. In the event of default, the Manufacturer may seek payment directly from the Dealer and/or above named owner(s). This guaranty shall be binding upon and insure to the benefit of the parties, their successors, assigns and personal representatives. The undersigned signatory represents and warrants that he/she is fully authorized to execute this Agreement and to bind the dealer to the terms and conditions of this contract.
- 5. Attachment** – The attached [ZG TERMS & CONDITIONS](#) page is made part hereof.

**This Agreement cannot be modified by any oral statement & is the entire agreement between the parties.**

AGREED: Dealer

By \_\_\_\_\_ Print \_\_\_\_\_

Name \_\_\_\_\_  
 Dealer's signature

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

Notice: This form must be signed by the owner. Employee signatures are not acceptable.



Business Hours: Monday to Friday from 8:30 AM to 5:00 PM PT  
Phone:1-805-388-8803 Fax:1-805-388-8285 Website: [www.ZeroGravity-Racing.com](http://www.ZeroGravity-Racing.com)

**Prices**

All prices are F.O.B. Camarillo, California and are subject to change without notice. Zero Gravity will make every effort to make its dealers aware of price changes before shipment.

**Shipping**

When in stock, orders are shipped within 48 hours via UPS ground unless otherwise specified. Orders too large or not serviced by UPS will be shipped by the most practical carrier of Zero Gravity's choice unless other arrangements are made prior to shipment.

**Claims**

All goods packaged by and shipped from Zero Gravity are scanned by bar code reader, packed carefully by experienced technicians and leave the factory in good condition. Any claims of short or incomplete orders will be compared to the scanner read-out. Ownership of the goods transfers to the customer when the carrier takes possession of such goods. The carrier is responsible for all claims for damage or missing goods. Customer is urged to always check the condition of the merchandise in the presence of the carrier. In the event goods are damaged in transit, the customer must notify Zero Gravity within 48 hours. Customer must keep the original box, all the packing material, and the damaged item(s) for inspection by UPS. Upon customer's request, Zero Gravity will send a replacement for the damaged item(s) and charge the customer. Customer will then be reimbursed for the original damaged item(s) when and if claim payment is received from UPS.

**Refused Orders**

In the event customer refuses an order, the customer will be responsible for the freight charges incurred to ship such order, including any COD charges, and a 20% restocking fee. Customer's account will be subject to "Do Not Ship" status until such charges and fees are paid.

**Returns**

ALL returns must have a Return Authorization # (RA) which may be obtained by calling Zero Gravity and explaining the reason for the return. Please have your invoice number ready when calling. Returns without a valid RA # are subject to a 20% processing fee. Write the RA # clearly on the outside of the box and include a copy of the invoice with the returned screen/s. No freight or restocking fee will be charged on returned goods that were not as ordered or are found to have a manufacturer's defect. No return will be accepted after 10 days from the customer's receipt of the merchandise or if such merchandise has been altered or damaged in any way.

**Liability**

The acceptance and/or use of such merchandise received by the customer from Zero Gravity shall release the manufacturer of such merchandise and Zero Gravity Corporation from any and all liability pertaining to the use of such merchandise. The customer recognizes that any alteration or modification to any motorcycle may void its original equipment manufacturer (OEM) warranty and may also render the motorcycle illegal for use on public roads. Zero Gravity products are intended for off-road or show use only and Zero Gravity hereby disclaims all warranties, express or implied, as to the use or merchantability of its products.

**Dealer's Initials**\_\_\_\_\_



## **RETURN POLICY – DOMESTIC DEALER or DISTRIBUTOR**

Zero Gravity Corp. takes pride in our reputation for products of high quality and reliability. If you are experiencing a problem with one of our windscreens, or other products, please read the following carefully before calling your Zero Gravity sales representative. This return policy pertains only to the direct customer(s) of Zero Gravity Corp.

1. Inspect the shipping box/es immediately upon receipt. If there is obvious damage to a box, please refer to our Shipping Damage/Discrepancy Claim Policy.
2. A Return Authorization # (RA) MUST be obtained prior to returning any product for any reason and is valid for 30 days; any returns after this period will be refused.
3. Non-warranty returns will NOT be accepted after 30 days of receipt of screen/s.
4. Return of screen/s for personal reasons (i.e. color preference), and orders that are cancelled after shipment from Zero Gravity are subject to a 20% restocking fee.
5. Please clearly mark the RA# on the outside of the box. Returns without a valid RA# are subject to a 20% processing fee.
6. Returned merchandise must be in new or sellable condition to be considered for a refund. In addition, the original packaging and a copy of the original invoice must be included. If these two items are missing, the returned screen/s may be eligible for exchange only.
7. All returns are subject to inspection by Zero Gravity for any claimed damage or defect. Any credit allowed will be given at the sole discretion of Zero Gravity Corp.
8. No freight or restocking fee will be charged on returned items that were not as ordered or are found to have a manufacturer's defect.
9. Any credit due will be deducted from the replacement order or credited to your account. Refunds will be issued via the same method the original order was paid.



**Zero Gravity Return Policy**

Zero Gravity Corporation takes pride in our reputation for products of high quality and reliability. If you are experiencing a problem with one of our windscreens, or other products, please read the following carefully before calling your Zero Gravity sales representative. This return policy pertains only to the direct customer(s) of Zero Gravity Corporation.

1. Inspect the shipping box/es immediately upon receipt. If there is obvious damage to box/es, please refer to our Shipping Damage/Discrepancy Claim Policy.
2. A Return Authorization # (RA) MUST be obtained prior to returning any product, and is valid for 30 days; any returns after this period will be refused.
3. Non-warranty return will NOT be accepted after 30 days from receipt of screen/s by the buyer.
4. Return of a screen/s for personal reasons (i.e. color preference), and orders that are cancelled after shipment from Zero Gravity are subject to a 20% restocking fee.
5. Please clearly mark the RA# on the outside of the box. Returns without a valid RA# are subject to a 20% restocking fee.
6. Returned merchandise must be in new or sellable condition to be considered for a refund. In addition, the original packaging and a copy of the original invoice must be included. If these two items are missing, the returned screen may be eligible for exchange only.
7. All returns are subject to inspection by Zero Gravity for any claimed damage or defect. Any credit allowed will be given at the sole discretion of Zero Gravity.
8. No freight or restocking fee will be charged on returned goods that were not as ordered, or are found to have a manufacturer's defect.
9. Any credit due will be deducted from the replacement order or credited to your account. Refunds will be issued via the same method in which the original order was paid.

**Dealer's Initials:** \_\_\_\_\_

**ZERO GRAVITY DEALER CREDIT CARD AGREEMENT**



Dealership Name: \_\_\_\_\_  
\_\_\_Sole Proprietorship/ \_\_\_Partnership/ \_\_\_Corporation/ \_\_\_LLC/ \_\_\_Other (specify)\_\_\_\_\_

Owner's Name(s): \_\_\_\_\_

Dealership Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Billing Address same? \_\_\_Yes / \_\_\_No, is \_\_\_\_\_

Credit Card Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Exp:\_\_\_\_\_/\_\_\_\_/\_\_\_\_\_ V-Code: \_\_\_\_\_ Visa \_\_\_\_\_ MC\_\_\_\_\_

Zero Gravity Corporation, a California Corporation, 912-A Pancho Road, Camarillo CA 93012, (herein referred to as "Manufacturer") agrees to deliver certain merchandise to the above named Dealership, owned by above named Owner(s) (hereinafter collectively referred to as "Dealer"), for the payment in full such merchandise in United States money.

**Dealer hereby agrees to the following terms and conditions:**

**1. Credit Card Payment** - Dealer agrees to pay for all orders by credit card, either Visa or Master card, in advance of shipment of any product.

**2. Collection** - Dealer further agrees that if the services of a collection agency become necessary to collect any monies owing hereunder and/or if litigation becomes necessary to enforce this Agreement, Dealer agrees to pay such collection agency fees, attorney's fees and court costs as may be reasonably necessary to collect such monies.

**3. California Law** - Dealer acknowledges and agrees that the provisions of this Agreement shall be governed by the laws of the state of California, U.S.A. and shall include the terms and conditions disclosed in the Terms and Conditions set forth on the Terms and Conditions page. Any lawsuit to enforce this Agreement shall be filled in any competent court in the state of California, county of Ventura, including, but not limited to, small claims court, and Dealer consents to the jurisdiction of said court(s).

**4. Guarantee** - Dealership and Owner jointly and severally and unconditionally guarantee to the Manufacturer the prompt and full payment of all sums due hereunder and agree to remain fully bound personally on this guarantee notwithstanding any extension, forbearance, or waiver, or release, discharge or substitution of any collateral or security for the debt. In the event of default, the Manufacturer may seek payment directly from the undersigned, from Dealership and/or above named owner(s). This Guarantee shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. The undersigned signatory represents and warrants that he/she is fully authorized to execute this Agreement and to bind the Dealership to the terms and conditions of this contract.

**5. Attachment** - The terms and Conditions set forth on the Terms and Conditions page are made part hereof. This Agreement cannot be modified by any oral statement and is the entire agreement between the parties.

**AGREED: Dealer**

By \_\_\_\_\_ / Name (print) \_\_\_\_\_  
Signature: Authorized officer if a corporation or LLC

Title \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ / Name (print) \_\_\_\_\_  
Signature: Authorized officer if a corporation or LLC

Title \_\_\_\_\_ Date \_\_\_\_\_

**Domestic Dealer Drop Ship Program**

1. Drop ship cost is \$15.95 which will include standard UPS Ground shipping for the first windscreen to a single drop-ship address in the same package. \$1.00 will be added for each additional screen going to the same address (Note: Standard US Mail will be used for Military addresses within the lower 48). You must confirm with your customer that a 5lb. package can be received at their military address. Any additional costs incurred by ZG for any returned shipments will be charged to you in addition to potential restocking fees. Any additional shipping charges for military addresses whose final destination is overseas will be charged on top of the drop ship fee.
2. Drop ship orders for items that are in stock will be sent from our warehouse the same day if placed before 2:00p.m. Back orders for items in production will generally ship within 1 – 2 weeks. Back orders for new or not yet released windscreens may take the full 2 weeks or longer.
3. Upgraded shipping charges (i.e. UPS Overnight or use of other carriers) will be charged to the dealer on top of the \$15.95 drop-ship fee. Dealers will be encouraged to research the upgrade charges and confirm with the drop-ship customer for approval before placing the order with Zero Gravity. Dealer and/or customer UPS or FedEx accounts can also be used for upgraded shipping options. Dealers will be required to contact any outside carrier used for delivery and schedule the pick up at the ZG warehouse.
4. All drop-ship orders must be pre-paid. If your dealership is currently set up as a COD account, you will need to supply a credit card to take advantage of this program.
5. Screens ordered for drop-shipment will not count toward the current ZG Dealer Discount Program. If you place a split order, only the screens that will be shipped directly to your dealership will apply toward the Discount Program. For example, if you place an order for \$200 and one of the screens is to be drop-shipped, you will only receive a Level 1 discount for the screens that are being shipped to your dealership. The drop-ship order will be processed and charged independently.
6. Your customer will receive a packing slip with the product information but will not include prices. The original invoice will be faxed or mailed to your dealership address once the product ships from our warehouse.
7. The UPS tracking number(s) will be e-mailed to your dealership so you can pass the information onto your customer. Please encourage your customers to contact your dealership for follow-up, returns, etc. Any drop-ship customers who contact ZG directly will be referred back to the dealership for most inquiries. Customer assistance for installation and fitment questions that cannot be answered by a dealer representative should be referred to Zero Gravity.

**Dealership Name:** \_\_\_\_\_  
**Representative Name:** \_\_\_\_\_ **Initials:** \_\_\_\_\_  
**Date:** \_\_\_\_\_