



**SIKK MX™, LLC**  
**1519 E 17th AVE**  
**APACHE JUNCTION, AZ 85219**  
480.354.8080 Sales  
480-833-8081 Fax

Dealer Application and Check, Credit Card Acceptance Application

Legal Firm Name ("Dealer"): \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Primary Business Activity: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

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

Years at This Address: \_\_\_\_\_ Year Business Established: \_\_\_\_\_

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

Website Address: \_\_\_\_\_

Contact persons for ordering \_\_\_\_\_

Entity Type (check which is applicable):

Corporation    Partnership    Sole Proprietorship    Other (Type?) \_\_\_\_\_

Names, Addresses, Signatures of Principals of Company:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Social Security # \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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

Signature: \_\_\_\_\_

Execution of this Application acknowledges the person whose signature appears above agrees to guarantee the full payment of all obligations of the Company to Sikk MX™, LLC

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Social Security # \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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

Signature: \_\_\_\_\_

Execution of this Application acknowledges the person whose signature appears above agrees to guarantee the full payment of all obligations of the Company to Sikk MX™, LLC

Industry Related (scooter, pwc, atv) Trade References (name, address, phone #, person to contact):

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

Bank (upon which checks will be drawn in payment of amounts due Sikk MX™, LLC)

\_\_\_\_\_  
Bank Address (Street Address, City State):

\_\_\_\_\_  
Bank Phone and Person to Contact: \_\_\_\_\_

Account Name and Number: \_\_\_\_\_

State Resale Tax Number (Include State): \_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_

Also, include a copy of your resale license, a copy of a yellow pages ad, a picture of the storefront, and a voided check. This document must be signed and returned in its original form (no facsimiles), before checks or credit cards can be accepted. All orders will be shipped COD money order or cashiers check until so.

Execution by Dealer and Principals confirms and acknowledges that they have read and agree to be bound by the "Terms and Conditions" set forth on Page 3 of this Application which are, by reference incorporated herein.

Dealer:

By checking this box you verify that you have read the "Terms and Conditions" and are in agreement with them.

Signed: \_\_\_\_\_

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

## TERMS and CONDITIONS

Initial-Dealer: \_\_\_\_\_  
Initial-Sikk MX, LLC: \_\_\_\_\_

### Governing Law, Submission to Jurisdiction

The construction, validity, and performance of this Application, and of any and all transactions between Sikk MX, LLC and the Dealer and Principals shall be governed in all respects by the laws of the State of Arizona. Any dispute arising out of or in connection with the Application or any transaction between Sikk MX, LLC and Dealer and Principals shall be settled exclusively and finally by the Courts of Maricopa County, State of Arizona. In connection with any such litigation, Dealer's and Principal's signatures hereon, shall evidence and constitute consent to and the acceptance of service of process for subject matter and personal jurisdiction in the City of Phoenix, County of Maricopa, State of Arizona.

### Other Terms and Conditions of Sales from Sikk MX, LLC to dealer

1. Sikk MX, LLC shall have the right to place limits on the amount of COD orders and credit card orders at any time during the term of the Dealer relationship described hereunder.
2. Dealer acknowledges that Sikk MX, LLC doesn't grant credit on open account and that all purchases shall be prepaid or paid for concurrently with delivery of product from Sikk MX, LLC.
3. In the event of any of Dealer's checks are dishonored, for any reason or in the event Dealer causes a charge back as to any credit card used to pay for product purchased from Sikk MX, LLC then in addition to all other remedies, and all other fees and charges available to Sikk MX, LLC there shall be accessed against Dealer a "bad check" or "credit card charge back" fee in the amount of \$25.00 per item. Further, in the event of a dishonored check or credit card charge back on any order from Sikk MX, LLC, Sikk MX, LLC will not release any further orders of product until the amount due is paid in full and until the next succeeding order is prepaid in full.
4. Dealer acknowledges that Sikk MX, LLC will only accept a check drawn on a bank account in Dealer's name or a credit card charge on a credit card issued in the name of the Dealer.
5. All orders of product from Sikk MX, LLC engages an attorney for the collection of any dishonored check of Dealer, or to collect a credit card charge back, or for any other reason in connection with a delinquent account of Dealer, whether or not litigation is instituted, Dealer and Principals agree to pay and reimburse all such reasonable attorney fees, and all costs, if applicable. In the event litigation is instituted, Dealer and Principals acknowledge and agree that the aforesaid attorney fees and costs may be added to and become a part of the judgment rendered against Dealer and Principals as otherwise referred to herein.
6. The Principals execution of this Application shall constitute an unconditional, unlimited guarantee of all of the obligations of Dealer to Sikk MX, LLC. In this regard,
7. Principals agree that Sikk MX, LLC may pursue them directly, rather than pursue Dealer for all amounts due from Dealer to Sikk MX, LLC.
8. Customer Warranty and Warranty Disclaimer

A.) Sikk MX, LLC sole warranty with respect to products manufactured by it and sold to Dealer is set forth in Sikk MX, LLC's "Warranty" in the form set forth in subparagraph (D) below. Sikk MX, LLC shall have the right to amend the Warranty from time to time, in its sole discretion during the period of time Dealer purchases product from Sikk MX, LLC. The Warranty is extended solely to the customer (end user) who is the purchaser of the product. The Warranty shall expire thirty (30) days from date the product is sold to a customer (end user). Sikk MX, LLC MAKES NO OTHER WARRANTIES TO DEALER OR ANY CUSTOMER OR OTHER THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

B.) Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL SIKK MX, LLC BE LIABLE TO DEALER OR ANY CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OPERATION OF THE PRODUCTS, EVEN IF SIKK TOYS, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SIKK MX, LLC HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT OR ITS PERFORMANCE IN EXCESS OF THE TOTAL DISTRIBUTOR PRICES PAID BY DISTRIBUTOR HEREUNDER DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FILING OF SUCH CLAIM.

C.) Duty To Notify Sikk MX, LLC Of Warranty Claims. Notwithstanding anything herein to the contrary, Dealer shall notify Sikk MX, LLC both verbally and in writing of the customer name, phone number, nature of the warranty claim, and date of first contact with customer about the warranty claim as pertaining to any product, or part thereof within forty-eight (48) hours after first contact by the customer regarding a warranty claim. Further, Dealer shall refer the customer making the warranty claim direct to Sikk MX, LLC at the time of the first contact. The failure of the Dealer to take the foregoing actions shall be deemed a breach of this Application and its agreement to purchase product from Sikk MX, LLC.

D.) WARRANTY. Sikk MX, LLC hereinafter, "Seller" warrants to the Buyer that the products sold to Buyer shall be free from defects in materials and workmanship, when used for its intended purpose, for a period of ninety (90) days from the date of the sale to the customer (end user). Seller will, at its option, repair or replace at Seller's facility in Mesa, Arizona, any product, or part thereof that proves to be defective in materials or workmanship. In order to exercise their rights under this Warranty, the Buyer shall take the following actions within the warranty period:

1. Telephone Seller at 480-354-8080 between the hours of 9:00am and 5:00pm, Arizona time, Monday through Friday, explain the problem or defect and obtain from Seller a Warranty Claim Authorization Number which shall be included on the Shipping Label of the parcel containing the product or part thereof.

2. Within five (5) days thereafter, return the defective product or part thereof to Seller, freight prepaid, addressed: Sikk MX, LLC Attn. Warranty Claims, Auth. # \_\_\_\_\_, 10662 E University Dr AJ AZ 85220.

This warranty shall not apply to any product, or part thereof, that has been improperly installed or subjected to improper use or maintenance, or that has been altered or repaired by anyone other than Seller.

This warranty is in lieu of all other warranties. SELLER MAKES NO OTHER WARRANTY TO BUYER OR ANY THIRD PARTY, EXPRESS OR IMPLIED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PRODUCT, OR PART THEREOF, SOLD HEREUNDER. The remedy provided above is exclusive and Seller shall have no liability for any indirect, consequential, incidental, special, or punitive damages, whether based on contract, tort or otherwise, resulting from any failure or defect of the product or part thereof.