



TNT Customs 216 Ave D Cheyenne WY 82007 307-775-9565

Terms and Conditions

These terms and conditions apply to the sale of products by TNT Customs to all dealers. These terms and conditions supersede all earlier publications and agreements and become effective on all orders received on or after January 1, 2017, and are subject to change without notice. All prices are in US dollars.

TNT has adopted this distribution policy in an effort to enhance its products reputation and sales. TNT believes that it is essential that our products be promoted and sold to the public by high quality outlets that are committed to our products, meet our standards and are willing make sales and promotional efforts.

Definitions

“TNT” shall mean This & That Customs, Inc “Dealer” shall mean customer
“Products” shall mean all goods, including marketing material.

Intellectual Property Statement

The dealer acknowledges TNT’s title to all product designs, illustrations, photography, images, logos, text, and other materials related to the products to be copyrights, trademarks, registrations and intellectual property of TNT. Use, duplication, reproduction, and distribution of same without permission of TNT in writing is prohibited unless used in the ordinary course of selling the products.

Prices

Dealer agrees to sell at TNT’s current retail prices. **The retail price is the minimum the reseller is allowed to advertise.** The prices quoted are subject to variation without notice. All orders are accepted for delivery on the condition that goods will be invoiced at the prices ruling at the date of ordering. Prices quoted, unless otherwise stated exclude:

- a) any taxes, duties or imports
- b) cost of freight, insurance or other charges arising in the dispatch of the goods.

Orders

Orders are accepted by email (sales@tntcustoms.com) or by calling 307-775-9565 EXT 202. All orders must include dealer name, name of person placing order, purchase order number if required, part numbers and descriptions, quantities and shipping preferences. In addition, all drop ship orders must have complete shipping address with the phone number and name of

recipient. Incorrect addresses are the responsibility of the dealer and the dealer will be charged a fee for goods rerouted or returned to TNT. There is a \$10 drop ship fee. All orders are subject to acceptance by TNT. TNT rejects any terms and conditions contained in a dealer's purchase order or other business forms when the dealer's terms and conditions are inconsistent with those of TNT. No orders will be shipped until full payment is received.

Returns & Credits

All returned products must be pre-arranged with the warranty department. Products not purchased directly from TNT will not be accepted. Pending approval, TNT will accept returned products for credit, provided the product is unused, undamaged, in saleable condition, and is returned with a copy of the original invoice within 30 days of purchase. No refunds or credits will be given after 30 days are passed.

A 20% restocking fee will be charged on all returned goods. Allow at least 30 days for the processing of any returns. All credits will be applied towards future purchases unless prior arrangements have been made with TNT President. No shipping and handling charges will be credited on returned products. TNT is not responsible for return freight charges. TNT will not accept the return of special order items-no exceptions.

Authorized dealers

Dealer agrees to meet all requirements in TNT's Direct Dealer Program to maintain their status as an authorized TNT dealer. TNT shall have the right to terminate this agreement immediately if the dealer violates any conditions as set forth. This agreement shall not be assignable by a dealer.

Dealer Levels

TNT has three levels of dealers. All discounts apply only to products manufactured by TNT. To get any level of dealer status, the dealer must :

- a) have a state resale number (Federal Tax ID)
- b) currently be doing business in the automotive industry
- c) have a legitimate store front where the business resides. (pictures required)

Dealer 1

Dealer 1 status requires an initial buy in of \$1,250 to receive a 10% discount off retail price. This discount can be maintained by making additional purchases within the first year of the dealer's initial buy in. **If there is no activity made by the dealer in a 12 month period following the initial buy in, another \$1250 buy in will be required to receive the 10% discount again.**

Dealer 2

Dealer 2 status requires a cumulative purchase of **\$5000 to receive a 20%** discount off retail price. . To maintain the 20% discount, the dealer must do an annual amount of \$5000 or more in purchases and be prominently displaying TNT Customs marketing materials and signage. If the annual amount of purchase drops below \$5000, the dealer will be reduced to Vendor 1 status.

Dealer 3

Dealer 3 status requires a cumulative purchase of \$15,000 to receive a 30% discount off retail price. To maintain the 30% discount, the dealer must do an annual amount of \$15,000 or more in purchases and be prominently displaying TNT Customs marketing materials and signage. If the purchases drop below \$15,000 annually, the dealer will be reduced to the Vendor 2 status.

Payment Methods

1. All orders must be prepaid. TNT Customs does not offer payment terms.
2. Payments will be processed the day the order is to be shipped.
3. TNT Customs accepts, Visa, Mastercard, Discover or wire transfer.
4. Business checks may be accepted, although orders will not ship until check has cleared the bank.

Freight Policy

1. Dealer is responsible for all freight charges incurred.
2. Freight rebates are as follows,
 - a) TNT Customs will cover up to \$500 in freight charges for single orders totaling \$10,000 - \$14,999.99.
 - b) TNT Customs will cover up to \$750 in freight charges for single orders totaling \$15,000 or more.

TNT Customs, Inc

Mary Levenhagen CFO & owner

Please sign and send to Sales@tntcustoms.com

Company, _____
Signature, _____
Date _____
Phone _____