



4915 N. Northview Ave.  
Sioux Falls, SD 57107  
Ph 605-221-4000  
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[www.RustyJonesCustoms.com](http://www.RustyJonesCustoms.com)

**All Prospective Dealers:**

We appreciate your interest in becoming an authorized dealer of Rusty Jones Customs 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.

After being accepted as a dealer, Rusty Jones Customs will **only accept dealer orders from our website**. Please log in with your dealer information and you will be able to purchase directly through the website. If you have any questions, please call us and we will gladly help you.

**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 \$250.00 to activate your wholesale account.

**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**)

## DEALER APPLICATION

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

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

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

Resale#: (South Dakota Businesses 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

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

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

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

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

**Warning & Disclaimer:** All parts sold are for OFF ROAD use only! To achieve Maximum Performance Safety and Reliability, all parts must be installed and tuned by a Professional Victory Technician and used on a closed course. We hold NO RESPONSIBILITY for the misuse or improper assembly, installation, or usage of any performance related products that we sell.

### **RETURNS AND EXCHANGES**

General: **ALL SALES ARE FINAL**-Once you have submitted your order, this becomes a binding legal contract between RUSTY JONES CUSTOMS, 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 RUSTY JONES CUSTOMS, 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 [MATTSORENSEN@VERNEIDE.COM](mailto:MATTSORENSEN@VERNEIDE.COM) for a RMA (returned merchandise authorization) number. This number needs to be clearly marked on the outside of the shipping carton. 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 that do not have a RMA number will be returned to the customer at their expense.** In the case of a return, or order cancellation, you will be charged 20% restocking fee.

### **PRIVACY POLICY**

At RUSTY JONES CUSTOMS, it is a priority to ensure that your personal and payment information is secure and your privacy is respected.

### **Your Personal Information**

All personal information that is gathered by RUSTY JONES CUSTOMS/RUSTY JONES CUSOTMS, such as name, address, phone number, e-mail address and credit card number will not be shared with any third parties.

### **PRICE/SALES POLICIES**

Prices are subject to change without notice. Mistakenly posted prices on the website do not obligate us to those incorrect prices. We reserve the right to refuse to sell to anyone for any reason.

### **SHIPPING AND HANDLING**

We ship via FEDEX Ground. Shipping and handling charges are based on the dimensions and total weight of the parts. The eStore, occasionally, calculates shipping and handling charges incorrectly, and we are not obligated to those incorrect calculations. Oversized or heavy items may have an additional shipping cost. Your credit card will be charged for the amount of the product/products being purchased, and the *actual* shipping and handling charges.

### **DELIVERY TIME**

Normal delivery time runs between 4-6 business days. It takes 1-2 business days to process your order before we package your product for shipping. We are not responsible for shipping delays. You will be notified of backorders by email.

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

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

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

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

Rusty Jones Customs has developed numerous products bearing the Rusty Jones Customs name that it distributes under its own trade names and trademarks (collectively the "Trademarks"). Rusty Jones Customs 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, RUSTY JONES CUSTOMS has adopted the following policies for its dealer network.

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

RUSTY JONES CUSTOMS 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 RUSTY JONES CUSTOMS for

superior quality, and thereby encourage the long term success of RUSTY JONES CUSTOMS and its distribution network. The policy will become effective October 13, 2014.

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

**“No RUSTY JONES CUSTOMS 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 RUSTY JONES CUSTOMS.”**

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 RUSTY JONES CUSTOMS 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 RUSTY JONES CUSTOMS 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 RUSTY JONES CUSTOMS 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 RUSTY JONES CUSTOMS 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.

**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 RUSTY JONES CUSTOMS.

**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 RUSTY JONES CUSTOMS. Dealer/Distributor will not be permitted to use RUSTY JONES CUSTOMS'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 RUSTY JONES CUSTOMS.

**Acknowledgement:**

I have received a copy of the RUSTY JONES CUSTOMS Advertising Policy and I have read and understand the Advertising Policy requirements.

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

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

X

\_\_\_\_\_

**Signature**

**Printed Name**

**Title**