



baja designs
The Scientists of Lighting

RESELLER TERMS & CONDITIONS

ELIGIBILITY:

Prospective reseller must be in the professional business of selling auxiliary lights. In addition to completing the Baja Designs business application, prospective RESELLER will provide copies of a business license, resale number/sellers permit (California only), and website address. Pricing will be determined by opening purchase and annual purchasing. See attached reseller levels.

M.A.P. POLICY:

In an effort to maintain the premier high quality reputation of Baja Designs, Inc. and the proper market positioning of its Lighting Products, a Minimum Advertised Price Policy (M.A.P.) has been established. RESELLER agrees to abide by said policy and will not advertise, promote, or market via television, print, and/or internet media below the specified M.A.P. Pricing prescribed on the RESELLER price sheet. Failure to abide by the agreement will terminate and forfeit said RESELLER status.

PAYMENT TERMS:

All new RESELLERS must pay by Credit Card until the business application has been completed in full and approved for terms. CREDIT CARD – We accept VISA, MasterCard, American Express, and Discover. Net 30 – Payment terms of Net 30 Days from date of invoice are available on approved credit. Interest will be charged at 1.5% per month for any past due invoices. Invoices 90 days past due will be assigned to a collection agency or referred for legal action.

N.S.F. CHECKS:

Any checks returned to Baja Designs are subject to a \$25.00 fee. Any other fees associated with the collection of funds will be the responsibility of the RESELLER.

FREIGHT:

F.O.B. San Marcos, CA. Orders are available for Will Call with prior arrangement by calling Customer Service at 760-560-2252.

LIMITED LIFETIME WARRANTY:

Baja Designs, Inc. offers a comprehensive Limited Lifetime Warranty. Please see www.bajadesigns.com for current warranty. Please have your customer contact us directly for all manufacturer defects at the Customer Service number of 760-560-2252.

STOCK ADJUSTMENTS & PRODUCT RETURNS:

All Stock Adjustments must be pre-approved by Baja Designs, Inc. and shipped freight prepaid with an RMA number. Stock Adjustments are to be handled annually and cannot exceed 5% of the previous year's net purchases. Credit for Stock Adjustments will be issued upon the shipment of an offsetting 2 for 1 order. All returns are subject to a 15% restocking fee.

INDEMNIFICATION CLAUSE:

Buyer hereby acknowledges that riding/driving off-road is a dangerous sport and that the products and/or supplies purchased are used in an inherently dangerous activity that may endanger life and limb; and in no event shall the seller, or seller's heirs and assigns, be liable for consequential damages, nor shall seller's liability on any claim for damages arising out of or connected with the sale, delivery, or use of the above products and/or supplies exceed the products and/or supplies.

By signing below, RESELLER accepts all terms and conditions stated herein of Agreement

Reseller Signature: _____ Title: _____ Date: _____

Printed Name: _____ Company Name: _____

185 Bosstick Blvd. San Marcos, CA 92069 Tel: 760-560-2252 Fax: 760-560-0383