



**Reseller Agreement**

NAME OF BUSINESS: \_\_\_\_\_ DATE: \_\_\_\_\_

DBA: \_\_\_\_\_ TAX ID/RESELLER#: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_ A.O.R SALES REP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS:**

**I: PAYMENT TERMS**

All prices are in the U.S funds. Allegheny Off-Road (A.O.R) standard payment terms are payment due before shipment of order. Payable by cashier's check, VISA, MasterCard, or prepayment.

**II. DELIVERY**

All sales are F.O.B CIF. All shipments will be made by the method deemed most advantageous by A.O.R. Delivery dates are approximate and subject to delay due to events beyond reasonable control of A.O.R. **A.O.R. is not responsible for insurance if the customer chooses to arrange their own shipping. Dealers can arrange for expedited shipping at their cost.**

**III. TAXES**

All prices are exclusive of any present or future sales, revenue, or excise tax, import duty (including brokerage fees), or any other applicable tax. All applicable taxes are the responsibility of the buyer. A valid **Reseller Certificate** and complete **Reseller Agreement** must be submitted to receive Reseller Price List.

**IV. CANCELLATIONS & NON-DEFECTIVE RETURNS**

Three-day rescission period agreed upon from date of signed contract. Non-Defective Returns will be acceptable for 10 days from date of order and is subject to a 15% restocking fee. Any other arrangements have to be done with written approval from A.O.R.

**V. DEFECTIVE MERCHANDISE**

A.O.R. offers a 30-day cross shipping period for defective merchandise; however, A.O.R. reserves the right to have the product repaired onsite by a third party national service company. Contact A.O.R. immediately upon discovering merchandise defects to obtain an RMA (Return Merchandise Authorization). Please have the following information available: Company Name, Invoice Number, Model Number of the product, Date of Shipment, Overview of the problem.

**VI. SPECIAL ORDERS**

All sales are final on special order items.

**VII. MINIMUM ADVERTISED PRICE POLICY**

In order to preserve its reputation for providing customers with high value products and strong after-sales support, Allegheny Off-Road has a policy of minimum advertised price (MAP) standards for Allegheny Off-Road products. The policy is as follows:

- Allegheny Off-Road publishes a Minimum Advertised Price on its E-Seller and Dealer Price List.
- MAP pricing applies to all advertisements of A.O.R products listed in **ALL** media.



- This policy does not apply to any- in store advertising that is displayed only in the store and not distributed (“demo equipment” )to any customer.
- If pricing is displayed, any strike-through, alteration or use of” Click here for your pricing” or “Add to basket to see price” or “We will match any price” model that offers a price lower than MAP is prohibited.
- Discounts added at checkout to an entire order based on dealer’s customer purchasing history are not a violation of this MAP policy.
- Inclusion into advertising of free or discounted products with a product covered by this MAP policy is considered a violation of this policy.
- This policy applies to advertised prices and does not apply to the price at which the Allegheny Off-Road product is sold or offered for sale to an individual consumer over the telephone or in a retail physical location.
- Internet auctions that list price below MAP are prohibited.
- From time to time, Allegheny Off-Road may choose to offer special promotions on certain products. In such an event, Allegheny Off-Road reserves the right to modify or suspend this MAP policy in whole or in part.
- Intentional and/or repeated failure to abide by the MAP policy will result in actions unilaterally imposed, and determined by Allegheny Off-Road. Allegheny Off-Road need not provide prior warning or notice before taking action.

#### **VII. AGREEMENT TO TERMS AND CONDITIONS**

This certificate is given with full knowledge of and subject to the legally proscribed penalties for fraud and evasion. I hereby certify that I have read, understood and will abide by the Reseller Agreement as stated herein.

**VISIBLE SHIPPING DAMAGE MUST BE REPORTED IMMEDIATELY. CONCEALED DAMAGES MUST BE REPORTED WITHIN 48 HOURS OF RECEIVING THIS PRODUCT. A.O.R WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES REPORTED AFTER 48 HOURS.**

Email, Fax, Mail to: Allegheny Off-Road, 920 Pennsylvania Ave West, Warren, PA 16365  
[Sales@AlleghenyOffRoad.com](mailto:Sales@AlleghenyOffRoad.com) (O) 814-313-1108 (F) 814-313-1108



**Store/ Website Contact Information**

STORE LOCATION: \_\_\_\_\_

WEB ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

MAILING ADDRESS IF NOT THE SAME: \_\_\_\_\_

EMAIL ADDRESS (REQUIRED) \_\_\_\_\_

**OWNERS, PARTNERS OR CORPORATE OFFICERS**

Proprietorship     Partnership # \_\_\_\_\_     Corporation # \_\_\_\_\_     LLC

Name: \_\_\_\_\_ Social Security: \_\_\_\_\_

Title: \_\_\_\_\_ Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security: \_\_\_\_\_

Title: \_\_\_\_\_ Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security: \_\_\_\_\_

Title: \_\_\_\_\_ Street Address: \_\_\_\_\_

Phone: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_



**CUSTOMER AGREEMENT**

In consideration of, and in order to accept COD Company Check, The undersigned understand and agrees to pay for all charges to the account in accordance with the terms of sale. Applicant(s) understand s that all claims, request for adjustments, or notification of errors must be made within ten days from sale or charges are considered accepted. Only A.O.R. RMAs are allowed and are subject to restocking fees. This agreement is binding on the Applicant(s), and if any corporation or partnership, on the individual(s) signing on behalf of the corporation and all partners of any partnership, its assignees and heirs. A copy of this application can be accepted as an original. In addition, I/we authorize Allegheny Off-Road to make any and all bank, trade, background, or Consumer Credit inquires as necessary.

**Legal Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Legal Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_



**DEALER CREDIT CARD AUTHORIZATION FORM**

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NAME ON CREDIT CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CREDIT CARD TYPE: VISA / MC / AMEX

ACCOUNT NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_ CVV / CVS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

CREDIT CARD WILL BE CHARGED UPON SHIPMENT OF PRODUCT TO CUSTOMER AND WILL BE CHARGED BY ALLEGHENY OFF-ROAD. YOUR COMPANY WILL BE NOTIFIED INADVANCE OF TOTAL CHARGE, P.O AND INVOICE NUMBER.

**FAX or SCAN THIS, FILLED OUT AND SIGNED, FOR TO 814-230-9029 or [dealer@alleghenyoffroad.com](mailto:dealer@alleghenyoffroad.com).**