

Office Use Only	
Customer #	
Salesperson	Website
Approved for online sales	
Customer Type	
Industry	
Country	

DEALER APPLICATION

BUSINESS NAME _____

BUSINESS ADDRESS _____

BUSINESS PHONE _____ BUSINESS FAX _____

EMAIL ADDRESS _____ WEBSITE(S) _____

DATE BUSINESS STARTED _____ HOW LONG AT PRESENT ADDRESS _____

BUSINESS LICENSE OR STATE RESALE CERT. # (Please attach copies) _____

CA RESALE CERTIFICATE (Please attach copies) _____

Will you be applying for NET terms? YES NO

How did hear about us? _____

Do you attend trade shows? If so, which ones? _____

Do you sell to the retail public? YES NO

Do you have a store front? YES NO How many square feet is your store? _____

Do you have a Mail Order Business? YES NO

If you print a catalog, how many versions do you print on an annual basis?

What is your market focus? (Biker, Sporting Goods, Military, Law Enforcement, Contracts/Bids, etc.)

List other brands you currently carry: _____

What is your estimated forecast for our products? Year 1 _____ 2nd Year _____



Please list all other countries you sell to: _____

Do you sell products on line? YES NO (Please note if you plan to sell online, pre-approval from Balboa Manufacturing must be obtained)

Types of products sold online: _____

Please provide ALL URLs where items will be posted and all other URLs managed by your company.

Do you sell on any auction or discount websites? (ie- eBay or Amazon) YES NO

If yes, please provide your username and/or business name you sell under on these sites, *plus the URL*. ____

% of your total sales from eBay: _____ % from Amazon: _____

Do you do automatic data feeds to other websites? (IE- Bizrate, Froogle etc.) YES NO

If yes, please provide those sites and the valid URL _____

PRODUCTS OF INTEREST: (Please check all that apply)

BOBSTER: Eyewear Entire Line		ZANheadgear: Entire Line		RAM INSTRUMENT: Watches	
BOBSTER: Convertibles		ZANheadgear: Licensed		RAM INSTRUMENT: Lighting	
BOBSTER: Interchangeables		ZANheadgear: Flydanna		RAM INSTRUMENT: Tools	
BOBSTER: Goggles		ZANheadgear: Bandannas		PRIVATE LABEL: Eyewear	
BOBSTER: Sunglasses		ZANheadgear: Cold Weather		PRIVATE LABEL: Headwear	
BOBSTER: ANSI Approved Only		ZANheadgear: Summer		OTHER: (List)	



OFFICERS OR OWNERS:

President/Owner _____

Phone _____ Email _____

Vice President/Financial Officer _____

Phone _____ Email _____

Purchaser _____

Phone _____ Email _____

Terms and Conditions

Possession of a price list, and/or submission of application, does not constitute an offer to sell. We reserve the right to refuse any orders.

Product specifications are subject to improvement or change without notice.

Orders are accepted at price prevailing at time of shipment. Prices are subject to change without notice.

ACCOUNTS: All orders COD or credit card (Visa, Mastercard, AMEX or Discover) in U.S. funds. Net 30 with credit approval for US customers only. International customers must pay in US funds via T/T. Past due accounts subject to interest penalty of 1.5% per month (18% per year). Returned check fee is \$30.00. Collection and legal fees added to overdue accounts. Strictly enforced.

SHIPPING: All orders FOB Poway, CA USA. Standard shipping by UPS Ground (unless otherwise specified). Shipping, handling, insurance and COD charges added to order. Delivery to carrier constitutes delivery to purchaser. Claims for merchandise damaged or missing in transit must be filed immediately with the carrier.

All returns must be pre-authorized by Balboa Manufacturing; a re-stocking fee of 15% will apply to all returns. Returns will not be accepted after 90 days from invoice date. Return shipments must be freight pre-paid. Refused shipments will incur a 10% restocking fee in addition to freight charges. Returned items must be returned in original condition.

WARRANTY: All products manufactured by BMC, are warranted to be free from defects in materials and workmanship. Product warranty does NOT apply to normal wear and tear or product damaged or destroyed through abuse or goods or product soiled through no fault of BMC. Merchandise returned for warranty will be repaired or replaced with new or reconditioned parts at our discretion. Discontinued items will be repaired if replacement parts are available or replaced with an item similar to original purchase.

MANUFACTURER’S APPROVED ADVERTISED PRICING

In order to protect the integrity of our brand/s and our customer’s marketing investments, Balboa Manufacturing Co., LLC (“BMC”), is implementing Manufacturers Allowed Advertised Pricing, or MAAP, for our registered brands: ZANheadgear®, Bobster® Eyewear and RAM®. This restriction is to establish a maximum discount percentage that can be used for advertising our products or to list a minimum advertised price for a specific product. Current MAAP for any and all BMC products are **not to exceed 10% off MSRP**. Any account that is found to be in violation of the above restriction will be terminated BMC’s distribution network effective immediately upon written notice to such customer. These and other such efforts (including but not limited to after-the-fact discounts, inflated or additional terms, and selling or attempting to sell under names or through businesses and/or locations not complying with MAAP restrictions) employed to circumvent the purpose of the MAAP pricing will be viewed as not keeping within the spirit of our request and will subject the customer to possible termination from selling BMC products.

INTERNET DEALERS/CUSTOMERS: Accounts must receive prior written notification to sell or promote any Balboa Manufacturing products on the internet. Customers may only sell BMC products on the websites/URLs listed on this application and the Approved Online Dealer Certificate. Website(s) must be reviewed and approved by BMC management to ensure accurate information and MAAP policy is in place. Prospective customers with only websites at online auctions, eBay stores and bargain/discount websites are not eligible to become a Balboa Manufacturing dealer, at this point in time.

EBAY SELLERS: To protect our customers, dealers, and distributors, Balboa Manufacturing Co., LLC (“BMC”) carefully monitors eBay and the Internet for violations of our trademark name. We wish to ensure that customers will receive only authorized BMC products sold by BMC authorized dealers and distributors. We also monitor Ebay for the illegal use of our images and materials in auctions, although we do allow use of this material by authorized dealers, if there is an *Image Usage Agreement Form* on file with BMC. If you received an email about your auction, or your auction was removed by the Ebay VeRO (Verified Rights Owners) program, your auction violated one of the following most common trademark or distribution



infringements: (1.) Item is not a BMC product but has one of the BMC trademarks in the description and/or title of the auction. (2.) Item is offered as new by a seller located in the United States or abroad, but the seller is not an authorized BMC dealer. Some personal items may be excluded as long as the auction does not mislead bidders in believing the seller is a BMC dealer. (3.) Item is offered as new and seller is an BMC dealer BUT NOT authorized by BMC to sell on Ebay and/or the Internet. If you have questions about whether an Ebay Seller is an authorized dealer of BMC products, please contact BMC Sales. BMC does not offer guarantees on the performance by Sellers authorized or unauthorized. Please check with each seller on their policies and procedures. We reserve the right to ask Ebay to cancel auctions for violations not listed above.

This agreement shall be governed by the State of California.

I agree I will not sell BMC products online until I have received an Approved Online Dealer certificate from BMC and will only sell on the URLs listed on this application.

This Dealer Agreement and the Policies constitutes the entire agreement between the Dealer and Balboa Manufacturing Co., LLC, and no other promise, offer, representation, agreement or understanding of any kind shall be binding on Balboa Manufacturing Co., LLC, unless made in writing and signed by an authorized officer of Balboa Manufacturing Co., LLC.

BY SIGNING BELOW, I AGREE TO ALL PROVISIONS WITHIN THIS DEALER AGREEMENT, INCLUDING MAAP POLICY AND ALL OTHER POLICIES EXPLAINED WITHIN THIS AGREEMENT.

AUTHORIZED SIGNATURE (Must be an officer or owner) _____

PRINTED NAME _____

TITLE _____ **DATE** _____

This Dealer Agreement will be effective only upon acceptance by Balboa Manufacturing.

Please fax back to 858 715-0066.

OFFICE USE ONLY:

Approved		Declined		Territory	
Exclusive		Non-Exclusive		Industry	
				Classification	
Reviewed By				Type	
Date				Source	