



Tel: (888)9GTRSIM Fax: (877)9GTRSIM  
www.gtrsimulator.com

Dear Valued Customer,

Thank you for your interest in GTR Simulator's Wholesale Program. We would like to be your complete source for racing simulators. In addition to providing the most up-to-date products available, we pride ourselves on providing customer service and technical support as factory-direct authorized Warehouse Distributors for a large majority of high demand product lines we carry.

**In order to get your account established, we do request the following information:**

- 1. a copy of completely filled out application form**
  - 2. a copy of your Business License**
  - 3. a copy of your Sales Tax Permit (Certificate of Resale)**
  - 4. a business card**
  - 5. a copy of your advertisement or a copy of your telephone directory listing**
- (please note that we will not process any application until all five documents are received.)**

All five documents can be either be mailed or faxed to us. Upon receipt of all documents, we would verify all information provided. We do not have any monthly requirements, but we do enforce a one-time initial buy-in of US \$2,000.00 after all discounts have been applied. This reasonable buy-in will provide you with full accessibility to all our high quality racing simulators.

We look forward to providing you, our customer, with the highest level of service and support through our knowledgeable sales staff and well stocked inventory, as recognized factory direct Warehouse Distributor, and as a direct overseas importer. If you have any further questions, please feel free to contact our international distribution partners on purchase or marketing information.

Sincerely,  
GTR Simulator  
Wholesale Division



## TERMS & CONDITION

**CONDITIONS OF SALE:** All sales are final by GTR Simulator (Seller) to said account (Buyer). Buyer understands that all goods sold by seller are in “as-is” condition. Seller does not have any control of what consistency said manufacturers have in production of said goods.

**RETURNS:** Seller does not accept any returns. Once order has been placed and part has shipped out of Seller’s facility via shipping company, it is considered a FINAL SALE. What this entails is that Buyer now accepts these goods in fair and saleable condition and it is now in the Buyer’s possession of merchandise. Seller does not have any obligations to take any part back for any reason other than that of a defective part. Once the order has been placed and the said part has left Seller’s facility, Buyer is now obligated to follow all return policies set forth by Seller. The NO RETURN policy is therefore in effect and will be enforced. If a part has left Seller’s facility via shipping company it is considered a FINAL SALE. If Buyer either refuses package with said parts or does not pay for the package then the Buyer will be obligated to pay the full face value of the entire invoice inclusive of all shipping and handling charges. If Buyer does not pay for the full face value of invoice within 5 (five) working days, Buyer is obligated to pay a 25% (twenty-five percent) restocking fee to Seller for the full face value of the invoice. If this condition is not met by Buyer, all future orders will be held unless Buyer either pre-pays every order via cash, cashier’s check, or money order or until all fees have been paid in full. Buyer understands these terms of sale and is well aware of the term FINAL SALE. Seller does not take any returns for store credit and there are no refunds given by Seller for any reason to Buyer.

**ORDERING:** All purchase order *MUST BE IN WRITING AND FAXED TO OUR WHOLESALE DEPARTMENT*. Verbal Purchase orders are not acceptable and will not be processed. We are not responsible for any errors in ordering due to incorrect/incomplete part numbers or incorrect/incomplete automobile description information. If you do not have a standard purchase order system, a copy of our purchase order form is provided in this packet for you to use. Feel free to make copies of this form. Any fax or purchase order placed by Buyer has the intent in being a sales order and will be treated as such by Seller and all parts in the fax or purchase order will be processed in a timely manner. Special orders will be placed by Seller to said manufacturers where at this point Buyer will be responsible for the acceptance of these goods. Any special order goods that are cancelled at this point will be subject to a 25% (twenty-five percent) re-stocking fee so Seller can return said parts to the respective manufacturer. It is at the sole discretion of the Seller at this point to either stock the part at Seller’s facility or return the part to the manufacturer. *ANY ADJUSTMENTS OR CANCELLATIONS ON A PURCHASE ORDER MUST BE FAXED IN AND APPROVED IN WRITING BY AN OFFICER OF THE WHOLESALE DEPARTMENT.*

**WARRANTIES:** All warranties expressed or implied are done by the manufacturer of the product and not by the Seller. Seller’s sole warranty for each product is set forth in the warranty documentation associated with the product from the manufacturer. Seller will process all warranties in a timely manner on the Buyer’s behalf but Seller is at the sole discretion of the said manufacturer in terms of merchandise being returned to Seller in a timely manner. Seller gives no warranties expressed or implied, including, but not limited to, the implied warranties of merchantability or performance of a particular part for a particular purpose.

**CONTIGENCIES:** Seller shall not be liable for any failures to produce to Buyer when the cause of such failure is an act of God, labor disputes, supplies, or material shortages, acts of local, state, national, civil, or

other authorities or public agencies; utility or communication failures, accidents, strikes, transportation problems, or an act or cause that does not normally occur in the ordinary course of Seller's business.

**PERFORMANCE PRODUCT WAIVER:** Seller does engage in selling after-market items and Buyer does understand the ramification for having these parts at Buyer's facility for salability. Seller will not be held accountable for any legal fees or such in selling of said parts to Buyer. Buyer understands fully that some parts sold by Seller may not comply with local, state or federal laws and will not hold Seller accountable in any shape or form legal or implied. Seller will not be held liable for any fault of their own, any damages to and not limited to the Buyer or the Buyer's customer. Seller will not be liable for any damages which are incurred directly or indirectly with the Buyer or Buyer's customer directly or indirectly on the vehicles or operators or passengers of said vehicles. All engine modification components, except those that are exempt, have been designed and are intended for off-highway application. These components are legal in California for racing vehicles only, which may never be used on public roads and highways. Federal and many state laws prohibit the removal, modification, or rendering inoperable of any device or element of design affecting vehicle emission or safety in a vehicle used on public highways. Violation of such laws may subject the owner or user to a fine or penalty. Installation of this part may void the warranty coverage, if any, on your vehicle. Vehicles modified by the use of performance parts may no longer be lawfully used on public highways. Further, all engine parts, headlight units, and electrical components are sold AS IS without any warranty and may not be returned. User assumes all cost and risks associated with these and other import items.

**COMPANY POLICIES:** It is understood that Seller is conducting business with trade only. Buyer must be an established business with a current business license and a business address and phone number. If said conditions are not met by Buyer, Seller has the right to refuse service at any time. If the Buyer is from the state of California a seller's permit must be given to Seller at the time of first purchase where-in the Buyer must fill out a resale card as to not be subjected to California sales tax. Refusal to do so may result in charges of back taxes charged to Buyer and all fees subjected in collecting.

**PAYMENT CONDITIONS:** Buyers is aware that Seller is selling parts on a COD (cash on delivery) basis. Buyer is buying parts from Seller in forms of payment of cash, cashier's check, money order, or credit card. All COD Shipment will be charged a \$15 (fifteen dollar) service charge. All orders will be charged a \$25 (twenty-five dollar) handling fee regardless of order amount. Buyer is not entitled to any credit or terms from Seller. If Buyer wants to be put on a company check basis, Buyer must completely fill out a credit application and sign and date a personal guarantee. This must be done by the owner of the Buyer's company, and not by and officer or employee. Buyer must be in business for a minimum of three years at the same location and must have exemplary credit. All bank information must be currently and account numbers must be the one used to write company checks to Seller. All personal information will be held in a confidential manner by Seller and will only be used for credit checking purposes. Any checks that are returned to Seller for any reason are subjected to a \$25.00 (twenty-five dollar) return check fee. If any check is returned to Seller for any reason, Buyer is fully aware that Seller can and will at this point put the Buyer back on cash on delivery basis. Any collection fees, legal fees, and bank fees will be paid by Buyer if the full face value of the check is not paid in full within five days. All returned checks with unpaid balances will be turned over to our legal department where the Buyer will be prosecuted to the full extent of law in Buyer's state of conducting business. All returned checks to Seller must be paid by cash, cashier's check, or money order. A company check will not be accepted as form of payment on a return check. If Buyer uses any other form of payment other than the business checking account that is on their credit application, they will then be subjected back to a cash basis. Seller does not accept personal checks.

I hereby acknowledge the above Terms & Conditions and agree to abide by them.

Company Name: \_\_\_\_\_

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_



<b>GENERAL INFORMATION</b>	
Company Name	
Billing Address	
Shipping Address	
Office Phone	
Office Fax	
Corporate Office	
Contact	
Accounts Payable	
<b>ACCOUNTING</b>	
Business License Number	
Federal Tax ID Number	
State Resale Number	
<b>BANKING INFORMATION</b>	
Bank Name	
Address	
Bank Phone	
Bank Fax	
Contact Branch Location	
Bank Account Number	
Average Monthly Balance	
<b>BUSINESS REFERENCES #1</b>	
Company Name	
Address	
Reference Phone	
Reference Fax	
Terms	
Business Since	
<b>BUSINESS REFERENCES #2</b>	
Company Name	
Address	
Reference Phone	
Reference Fax	
Terms	
Business Since	

**ADDITIONAL REQUIREMENTS**

Dealers within the State of California: Please provide a current copy of your California resale license, any Certificates of Incorporation, and adequate proof of shop location (as outlined in the packet).

California SR#: \_\_\_\_\_

**FAILURE TO INCLUDE THE REQUIRED DOCUMENTS WILL VOID YOUR APPLICATION!!!**

**PAYMENT GUARANTEE**

1. Checks returned for **ANY** reason will be subject to a \$25.00 US service charge
2. Returned checks will not be re-deposited for **ANY** reason and all charges must be cleared with certified funds (money order or cashier's check) or bank transfer. Payments of any charges by credit card will carry an additional 3% Service Charge on top of the total amount paid. Bank transfer payments will be charged a \$15.00 service fee.
3. Returned check items **MUST** be cleared within 5 business days or they will be forwarded to a 3<sup>rd</sup> party collections agent.
4. The undersigned corporate officer or principal if other entity, agrees to be personally responsible for all debts. And further agrees to pay all collection costs, attorney fees, and interest if collection of any debts becomes necessary

I certify, under penalty of perjury, that I hold the appropriate and necessary local, state, and federal licenses and/or permits to purchase and re-sell tangible property; that I am engaged in the business of selling AUTOMOTIVE PARTS AND ACCESSORIES; that all of the property that I purchase from Abtivan, Incorporated will be re-sold by me in the form of tangible personal property; provided, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax measured by the purchase price of such property or other authorized amount.

**I, the undersigned, have read and understood these terms as well as the terms outlined in the included Dealer Packet. By signing below, I agree to all terms outlined.**

Owner's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE MAIL OR FAX BACK TO US  
ATTN: WHOLESALE DIVISION**