



Dealer Application Checklist

CMG CRASH MOTO GEAR
(Official Five Gloves US Distributor)
12827 Penn St.
Whittier, CA 90602 USA
[p] 562.632.1115

FIVE-GLOVES-US.com

Thank you for your interest in becoming a FIVE GLOVES dealer. This checklist outlines the items that are needed to fully evaluate your application to sell the Fbrand. Please package all of the following information together in one submission to avoid any delay in processing.

- Completed dealer application – SIGNED & DATED
- Completed dealer agreement – SIGNED / DATED / WITNESS SIGNATURE
- Dealer Sales Tax Resale Certificate (USA)
- Business card, current business telephone listing OR website with visible address & telephone number
- Picture of showroom and store front

Thank You,

Sales Team



Dealer / Credit Application

CMG - Five Gloves US
12827 Penn St.
Whittier, CA 90602
FIVE-GLOVES-US.com

Legal Business Name _____ Date _____

Store Name _____ Legal Business Type _____

Street Address _____ Website _____

City _____ State / Province _____ Country _____ Postal Code _____

Billing (If Different from Above)

Street Address _____ Website _____

City _____ State / Province _____ Country _____ Postal Code _____

Business Phone _____ Business Fax _____ Email _____

(Needed for Shipping Confirmation)

Date Business Started _____ Authorized Buyer _____

Accounting Contact _____ Accounting Email _____

Name of Principal Shareholder(s) _____

Franchise / Brands Carried _____

How Did You Hear About Us? _____

Banking References

Bank 1 _____

Account # _____

Contact _____

Phone _____ Years with Bank _____

Email _____

Bank 2 _____

Account # _____

Contact _____

Phone _____ Years with Bank _____

Email _____

Vendor References

Company _____

Contact _____

Phone _____ Highest Balance _____

Company _____

Contact _____

Phone _____ Highest Balance _____

Copies of the Following are Required:

- Sales Tax Reseller Certificate (USA) Business Card / Current Business Telephone Listing / Website with Phone Number
- Federal Business Registration (Canada) Picture of Store Front
- Picture of Showroom

Statement of Accuracy and Permission to Verify

Signature _____ Date _____

Printed Name _____



Dealer Agreement

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Qualifications:

To qualify as an Authorized FIVE GLOVES dealership, you must complete the Dealer Application & Dealer Agreement for each authorized location. You must provide copies of your business license/registration, yellow pages ad, pictures of your store front and retail showroom for each authorized location. You must meet criteria set forth by FIVE GLOVES regarding adequate building and retail space to properly display the product line and have sufficient inventory to service the needs of the customers (ie. sizing). You will only be authorized to sell the segments of the FIVE GLOVES product line that are indicated on this agreement. FIVE GLOVES reserves the right to review those approved lines from time to time, and may add, limit, and/or revoke dealer authorization on each segment of the FIVE GLOVES product line at their discretion.

Authorized FIVE GLOVES dealerships are not authorized to sell FIVE GLOVES products to anyone or any company that has the intent to re-sell FIVE GLOVES products unless the third party is an authorized FIVE GLOVES dealer.

FIVE GLOVES Advertising and Resale Policy:

For FIVE GLOVES to effectively compete in our chosen markets, properly position FIVE GLOVES products in the marketplace, and preserve FIVE GLOVES reputation for providing high-value products and premium support, FIVE GLOVES must exercise control over the distribution of FIVE GLOVES products. Therefore, all sales of FIVE GLOVES products will be subject to this Distribution and Advertising Policy.

Each FIVE GLOVES reseller is free to independently establish resale prices and advertising campaigns. However, FIVE GLOVES will, without assuming any liability, cancel all orders and will refuse new orders from any reseller immediately following FIVE GLOVES verification that such reseller has intentionally advertised* any FIVE GLOVES product at a net retail sales price** less than the minimum suggested retail price established and announced by FIVE GLOVES from time to time (the "MSRP"). FIVE GLOVES reserves the right to review each infringement on an individual basis and govern reinstatements subjectively.

The following will also be considered a violation of this Policy:

- Advertising that invites a prospective purchaser to contact the reseller in any way, or add an item to a virtual cart or bin, to learn the price of any FIVE GLOVES product (suggesting that FIVE GLOVES products are being offered at less than MSRP); and
- Advertising that bundles a FIVE GLOVES product with any other product, coupon, or other item at an advertised price that results in the effective advertised price for the FIVE GLOVES product being less than the MSRP of that product; and
- Loyalty programs*** that
 1. offer a sliding percentage discount that may be applied to FIVE GLOVES products (must be a fixed percentage or amount based on a previous purchase)
 2. are transferable (program must apply to only the unique original customer) and
 3. directly or indirectly feature or mention FIVE GLOVES products (if any brand is specifically excluded from an implied discount, the FIVE brand must also be conspicuously identified in that exclusion).

This Policy applies first quality goods only. It does not apply to distressed merchandise and close-outs(non-current) identified by FIVE GLOVES. All "non-current model" FIVE GLOVES products must be posted as "non-current" product or post the manufacture year of the product for all advertisements. This Policy also does not apply to advertising within a reseller's physical store(s). It may be modified at any time by FIVE GLOVES without notification, and the MSRP may be affected periodically by promotions authorized by FIVE GLOVES or during promotional periods designated by FIVE GLOVES.

The MSRP for all products will be posted and distributed by FIVE GLOVES annually and updated as seen fit by FIVE GLOVES. The MSRP of each FIVE GLOVES product is stated on the website at five-gloves-us.com.

FIVE GLOVES neither solicits, nor will it accept, any assurance of compliance with this Policy. Nothing in this Policy shall constitute an agreement between FIVE GLOVES and any reseller that the reseller will comply with this Policy.

** For purposes of this Policy, "advertised" means any advertising through any media (other than advertising in the reseller's physical store(s), and includes, but is not limited to, advertising in newspapers, magazines, brochures, direct mail, fliers, television, radio, email, internet sites, or any link to any web-based shopping cart.*

*** For purposes of determining whether or not a reseller has complied with this Policy, the value of any "free" or "discounted" product, coupon or other item sold or given by the reseller with the FIVE GLOVES product in question will be deducted when calculating the net retail sales price at which the FIVE GLOVES product has been advertised, offered or sold.*

**** For purposes of this Policy, a "Loyalty Program" is defined as any credit or dollar amount given or applied to future purchases as an incentive for repeat business.*

E-commerce/Online Marketplace/Internet:

Dealers intending to sell FIVE GLOVES products via E-Commerce, Online Marketplace or other Internet Channels must receive FIVE GLOVES approval for limited use of FIVE GLOVES intellectual property within these electronic channels by completing Exhibit A. This includes domain names, graphics, logos, other products being sold on the site, and shipping or return policies. Exhibit A must be approved with or subsequent to the original dealer agreement, however in all cases Exhibit A must be approved by FIVE GLOVES prior to the dealer selling FIVE GLOVES products via an E-Commerce/Online Marketplace/Internet channel.

Dealers must have a physical presence and have clearly identified themselves as a dealership for FIVE GLOVES products on all their advertisements and electronic communications.

Product Definitions:

CURRENT MODEL PRODUCT - Any style # or model # of FIVE GLOVES product that is offered during the current year.

NON-CURRENT MODEL PRODUCT - Any style # or model # of FIVE GLOVES product that is not part of the current year product line.

Terms:

Terms are available upon credit approval.

All payment terms are from invoice (ship) date.

Past Due Accounts:

At 10 days past due, account will be on accounting hold pending payment.

Purchase Money Security Interest:

In addition to the other obligations, representations and warranties set forth in this Dealer Agreement, Dealer hereby grants to FIVE GLOVES and its affiliates and subsidiaries, a continuing security interest in Dealer's rights, title, and interest to all goods, parts, garments, merchandise, or other apparel and any proceeds, additions, substitutions, or replacements thereof, sold or transferred to Dealer in the future under the terms of this Dealer Agreement.

Shipments:

The dealer is responsible for all freight charges via FIVE GLOVES ship methods. The dealer will choose the FIVE GLOVES ship method at the point of order.

Exchanges:

Account must be current to be eligible for exchanges.

Exchanges are limited to the same product lines. (Motorcycle for Motorcycle / Snow for Snow)

All exchanges must be in new, original packaging.

Retailer must pay freight charges for all exchanges.

All exchanges received may be assessed up to a 15% re-stocking fee.

Returns:

All returns must have a Returns Authorization Number upon arrival to FIVE GLOVES

Retailer must pay freight charges for all returns.

All returns received may be assessed up to a 15% re-stocking fee.

Cost of Collecting:

Delinquent accounts may be assessed a finance charge equal to 1.5% per month (19.56% AER) of the past due balance. A charge may also be assessed for any collection costs associated with the indebtedness of dealer.

FIVE GLOVES reserves the right and dealer agrees through this agreement to allow FIVE GLOVES to use credit cards on file to collect delinquent balances when balances have reached a delinquent status.

Personal Guaranty:

For the purpose of establishing an account with FIVE GLOVES and in consideration of the extension of credit by FIVE GLOVES, the applicant named below absolutely and unconditionally guarantees full and punctual payment and satisfaction of the indebtedness of authorized dealer to FIVE GLOVES. This is a guaranty of payment and performance and not of collection, so FIVE GLOVES can enforce this guaranty against the guarantor even when FIVE GLOVES has not exhausted remedies against anyone else obligated to pay the indebtedness. Under this guaranty, the guarantor's liability is unlimited and guarantor's obligations are continuing. The indebtedness of authorized dealer includes all service and product costs as well as any legal or collection fees associated with obtaining full and punctual payment.

Acknowledgement:

By signing, the retail representative acknowledges and agrees to all stipulations specified above. Furthermore, the retailer understands that by not adhering to these regulations the retailer's dealer status may be revoked without notice by FIVE GLOVES and the retailer will no longer be authorized to purchase FIVE GLOVES products for resale.

This agreement is not a guarantee to do business and FIVE GLOVES reserves the right to discontinue business at any time, and for any reason without notice.

Signatures:

Name of Dealership (Please Print) _____

Owner/Officer Signature _____
(Must be signed/guaranteed by an Owner or Officer of the Company)

Owner/Officer Printed Name _____ Date _____

Witness Signature _____
(Must be signed/guaranteed by an Owner or Officer of the Company)

Printed Name _____ Date _____

FIVE GLOVES Authorized Signature _____ Date _____

Authorized Product Lines: Snow Motorcycle Off-Road Lifestyle

Please return the signed copy to:

CMG - FIVE GLOVES US
12827 Penn St.
Whittier, CA 90602 USA
562-632-1115 phone

Agreement Updated: August 1, 2024

Exhibit A - E-Commerce / Online Marketplace / Other Internet Channels

Domain, Seller, Identifying Name or URL listing for channels proposing FIVE GLOVES sales

Seller Name/ ID	Platform(Ecom, Amazon, eBay, Social Media, etc.)	Approval
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>

Shipping, Exchange, Return Policies

Customer Support Contact Information

Email: _____ Telephone _____

Hours of operation/availability: _____

Customer Information / Privacy Policy: _____

Other Brands/Products/Services Sold within the channel

Dealer Authorized Signature _____ Date _____

FIVE GLOVES US Signature _____ Date _____