



Agreement

9/9/2003

Retail Establishment / Wholesaler Buyer Agreement

THIS DALLAS MUSTANG RETAIL ESTABLISHMENT/WHOLESALE BUYER AGREEMENT (the "Agreement") is by and between Dallas Mustang ("Dallas Mustang") and the Wholesale Buyer Account Applicant ("Wholesaler") upon completion and signing of this Agreement. This Agreement specifically incorporates by reference all of the applicable terms and conditions of the Dallas Mustang Policies and Procedures and as such shall be binding upon each Wholesaler to the same extent as if set forth in their entirety as such now exists or may hereafter be amended.

| | | | |
|--|------------------------------------|----------|-----|
| NAME OF RETAIL ESTABLISHMENT ("WHOLESALER") | NAME OF AUTHORIZED SIGNATOR | POSITION | |
| PHYSICAL ADDRESS | CITY | STATE | ZIP |
| MAILING/BILLING ADDRESS (IF DIFFERENT THAN PHYSICAL ADDRESS) | CITY | STATE | ZIP |
| FEDERAL TAX ID NO. | TEXAS TAX ID NO. (IF WITHIN TEXAS) | | |
| NAME OF WHOLESALE BUYER (IF DIFFERENT THAN SIGNATOR) | BUYER SSN | | |
| BUYER PHONE NO. | BUYER EMAIL | | |

In consideration of the mutual terms and conditions set forth in this Agreement, Dallas Mustang and the Wholesaler agree as follows:

The undersigned Wholesaler representative certifies that he/she is at least 21 years old, is the current owner/manager of record of the Wholesaler retail establishment, and has full rights and authority to sign this agreement without further review.

- Wholesaler agrees to abide by all terms and conditions contained herein, as well as any and all applicable federal and state laws.
- Entering this agreement does not constitute employment, assignment, proxy, representation, partnership, franchise, distributorship, security, or any other binding or non-binding legal association.
- The Wholesaler is and will remain an independent business, wholly separate from Dallas Mustang, and will establish and service its customers as an independent business.
- Wholesaler may enter into and continue in this agreement without any initial investment or minimum initial order.
- By entering into this Agreement, Wholesaler has the right to purchase product directly from Dallas Mustang at a discount/wholesale price to be determined by Dallas Mustang on a product-by-product basis. Current wholesale pricing is published within the wholesalers section of the Dallas Mustang website.
- To maintain active participation in this Agreement, Wholesaler agrees to purchase a minimum of \$12,000.00 annually in wholesale product inventory.
- Dallas Mustang will review Wholesaler's yearly purchases during the 30 (thirty) days prior to each anniversary date of this agreement. Wholesalers who have not purchased the requisite amount of product inventory will be given the opportunity to do so at that time, and extend this Agreement for another 12 (twelve)-month period.
- If Wholesaler fails to purchase the requisite amount within a 12 (twelve) month period, Dallas Mustang reserves the right to terminate this Agreement without further notice.

(continued...)



Your best choice for Classic and Late-model Mustang restoration, modification and performance!

10720 Sandhill Road • Dallas, TX • 75238
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214-349-0991 (local) • 214-553-8538 (fax) • info@dallasmustang.com



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9. Wholesaler will not earn commissions, bonuses, or other sales incentives. Wholesaler earnings are generated solely by the difference in the wholesale purchase price and the retail price offered by the Wholesaler.
10. Wholesaler may sell Dallas Mustang products at whatever retail price customers and Wholesaler agree to.
11. Wholesaler may create advertising or other promotions for products purchased from Dallas Mustang. Prior to publishing or printing, all materials containing Dallas Mustang products, logos, trademarks, service marks, or other rights-restricted properties, must be submitted to Dallas Mustang in advance for approval. Wholesaler will never reproduce or publish any such rights-restricted properties except in materials approved by Dallas Mustang.
12. Wholesaler agrees to never advertise, market, or in any way promote items purchased from Dallas Mustang at prices that are below the corresponding retail prices available on the Dallas Mustang website.
13. Dallas Mustang offers no assurance of any kind concerning suitability, functionality, longevity, performance, or any claims, warranties, or guarantees for products provided to Wholesaler beyond what is contained the original manufacturers official product literature.
14. Wholesaler will contact the original manufacturer for any and all product warranty claims. Dallas Mustang cannot and will not offer warranty or return services, except in the case of products damaged in shipping from Dallas Mustang to the Wholesaler, or in the case of products manufactured by Dallas Mustang or its subcontractors.
15. Dallas Mustang may or may not maintain product liability insurance on all of its products through the manufacturer's product liability plans, or other plans. Under no circumstance is the Wholesaler covered as an additional insured party under any such policy. Wholesaler must carry appropriate business liability insurance for business practices and product offerings.
16. Either party may terminate this Agreement at any time for any reason, by submitting a written termination notice to the other party by certified mail.
17. In the event of termination, Wholesaler may elect to return, at Wholesalers' expense, any unopened inventory purchased within the 60 (sixty) days prior to termination of this Agreement. Returns must be received within 30 (thirty) days of the termination of this Agreement.
18. Returns must be in unopened, reusable and resalable condition. Upon receipt and acceptance of the merchandise, Dallas Mustang will refund 90 (ninety) percent of the net cost, less freight charges if applicable and a 10 (ten) percent restocking fee.
19. In the event of termination, Wholesaler must wait a period of 6 (six) months before entering a new Agreement with Dallas Mustang, and Dallas Mustang reserves the right to accept or deny such a request at its sole discretion.
20. To ensure viability in changing economic conditions, and/or to comply with changes to federal, state or local laws, Dallas Mustang reserves the right to amend or supplement the terms and covenants of this agreement as necessary. Such modifications and all changes thereto shall be published in the wholesalers section of the Dallas Mustang website. An amended written agreement will also be provided to the Wholesaler for acceptance. Failure to sign and return the amended agreement shall constitute a breach of this Agreement and therefore subject to termination. Wholesaler agrees to maintain a complete and up-to-date understanding of the Agreement, and accepts full responsibility for any negligence in doing so.
21. This Agreement is executed in Dallas County, Texas, and governed by the laws of the State of Texas. Wholesaler understands and agrees that all claims and disputes or causes of action relating to the performance of either party under this Agreement and/or my purchase of product, shall be settled totally and finally by arbitration in the City of Dallas, State of Texas. The arbitrators may not award costs, expenses or attorney's fees, as each party agrees that they will be responsible for their own. The parties agree to waive any claims for punitive or tort damages as a result of this Agreement or the actions of their party. In the event that litigation is necessary to seek ratification of the arbitrator's award, the parties agree that venue lies in Dallas, Texas. The parties hereby knowingly, voluntarily and intentionally waive any and all rights to a trial by jury (including but not limited to any claims, cross claims and third party claims) based upon, arising out of or in connection with the Agreement, the obligations referred herein, or any counsel of conduct, course of dealing, statements (whether oral or written) or actions.

I, the undersigned, have read, understand and agree to all terms of this Retail Establishment Agreement.

AUTHORIZED SIGNATURE

SSN:

DATE

* WHETHER FAXING OR MAILING THIS DOCUMENT, YOU MUST INCLUDE A COPY OF YOUR CURRENT SALES TAX PERMIT(S) , AND INTERIOR/EXTERIOR PHOTOS OF YOUR RETAIL ESTABLISHMENT.



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