AUTHORIZED NITRO SNOWBOARDS DEALER APPLICATION

THE FOLLOWING INFORMATION MUST BE COMPLETED IN FULL AND WILL BE HELD IN THE STRICTEST CONFIDENCE.

PLEASE RETURN COMPLETED FORM TO: Jeff Richards I jeff@foundrydist.coml 1-801-994-6484
PLEASE INCLUDE: Copy of business licence I Photo of retail location I Business Card I State Tax Certificate

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COMPANY INFORMATION:

COMPANY NAME:_____ DOING BUSINESS AS: _____
TYPE OF BUSINESS:_____ YEAR ESTABLISHED:_____ FEDERAL TAX ID:_____

OWNER(S):_____ E-MAILS(S): _____
PHONE NUMBER:_____
BUYERS(S):_____ E-MAILS(S):_____
PHONE NUMBER:_____
ACCOUNTING:_____ E-MAILS(S): _____
PHONE NUMBER:_____

STORE TYPE (PLEASE CIRCLE ONE): **BRICK & MORTAR** **BRICK & MORTAR & ONLINE** **ONLINE ONLY**

SHIPPING INFORMATION:

ADDRESS: (STREET)_____ CITY:_____
(ZIP CODE)_____ (STATE)_____ (PHONE NUMBER) _____

BILLING INFORMATION: (ONLY FILL OUT IF DIFFERENT THAN SHIPPING ADDRESS)

ADDRESS: (STREET)_____ CITY:_____
(ZIP CODE)_____ (STATE)_____ (PHONE NUMBER) _____

REFERENCES:

1. NAME:_____ COMPANY:_____ TELEPHONE: _____
2. NAME:_____ COMPANY:_____ TELEPHONE: _____
3. NAME:_____ COMPANY:_____ TELEPHONE: _____
4. NAME:_____ COMPANY:_____ TELEPHONE: _____

FINANCIAL INFORMATION:

ACCOUNTING FIRM:_____ TELEPHONE:_____
ADDRESS: (STREET)_____ (CITY)_____
(ZIP CODE)_____ (STATE)_____ (COUNTRY) _____

I AGREE THAT THE ABOVE INFORMATION IS CORRECT:

_____ _____
Address of Authorized Retailer Address of Retailer

_____ _____
Signature of office of Authorized retailer Date

AUTUMN

TERMS:

Nitro Snowboards/ Foundry Distribution reserves the right to adjust payment terms and conditions without notice. Nitro Snowboards/ Foundry Distribution will ship products subject to product availability, and credit approval.

DISCOUNTS:

Nitro Snowboards/ Foundry Distribution will apply discounts where applicable, terms must be met per category in order for discounts to apply.

ACCOUNTS:

The dealer agrees:

1. The dealer will provide Nitro Snowboards/ Foundry Distribution immediate written notice for: Any change in location,change of name, or change of ownership
2. Overdue accounts will be subject to interest at a rate of 1.5% per month, or 18% per year from the due date ofpayment.
3. Nitro Snowboards/ Foundry Distribution will charge a 2% processing fee on all credit card payments.
4. A $25 service charge will be charged for all cheques returned as a result of non-sufficient funds or stop payment. In order to secure payment for unpaid balances the retailer agrees that all property and title interest will be returned to Nitro Snowboards/ Foundry Distribution
5. Nitro Snowboards/ Foundry Distribution reserves the right to request financial statements as well as access to inventory levels.
6. Nitro Snowboards/ Foundry Distribution reserves the right to terminate the agreement at any point without reason byproviding the dealer with two weeks written notice.
7. Nitro Snowboards/ Foundry Distribution will transfer ownership of merchandise based on invoice terms.
8. In the event of non payment by the dealer as per the payment terms and/or initiation of bankruptcy proceedings by the dealer, Nitro Snowboards/ Foundry Distribution retains the right to repossess the product.
9. Nitro Snowboards/ Foundry Distribution reserves the right to substitute product at their discretion based on inventorylevels or product changes.

RETURNS:

1. Returns will only be accepted with and RA number, which will be provided by Nitro Snowboards/ Foundry Distribution. Returns are to be sent prepaid.

2. A 15% restocking fee will be applied to all returns. Please send all returns to the below address:

   Nitro Snowboards/ Foundry Distribution
   3602 Via Terra,
   Salt Lake City, Utah, 84115
   801-994-6284

WARRANTY:

Warranties will only be accepted with a RA number, which will be provided by Nitro Snowboards/ Foundry Distribution. Nitro Snowboards/ Foundry Distribution has the right to approve or deny warranty requests. All warranty products must be shipped prepaid. Please send all returns to the below address:

Nitro Snowboards/ Foundry Distribution
3602 Via Terra,
Salt Lake City, Utah, 84115
801-994-6284

CLAIMS:

All product claims must be submitted within 72 hours of receiving the product. These claims include mis-shipped product, and short ship claims.
All invoice claims must be submitted within 30 days of receiving the product.

ORDERS:

Nitro Snowboards/ Foundry Distribution reserves the right to accept orders. We reserve the right to ship complete, or partial orders.

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SHIPPING METHOD:

Nitro Snowboards/ Foundry Distribution reserves the right to choose shipping methods, unless otherwise agreed upon with dealer. In the case of a refused product, the dealer will be charged a 15% restocking fee.

OBLIGATIONS:

1. Promotional strategies utilized by retailer must comply with Nitro Snowboards/ Foundry Distribution brand standards.
2. Nitro Snowboards/ Foundry Distribution retailers must employ sales associates that are fully knowledgable withNitro products.
3. The dealer must keep all merchandise sold at its principal place of business until it is resold during thenormal course of business. The retailer hereby grants access to Nitro Snowboards/ Foundry Distribution representatives to investigate in person the retailer's inventory at any reasonable time.
4. All Nitro Snowboards/ Foundry Distribution products are not to be sold exclusively at a retail level. The retailer agrees to reimburse Nitro Snowboards/ Foundry Distribution for any/ all product not sold throughretail locations.
5. The dealer will, at his own expense, insure and keep insured against loss or damage by fire or otherinsurable hazards of all product to the extent of its full insurable value.

PERSONAL GUARANTEE:

In consideration for the credit extended, the undersigned contracts and guarantees to the faithful payment, when due of all accounts of the company seeking credit for 5 years from the date of this application. The undersigned guarantor expressly waives all notice of acceptance of this guarantee, notice of extension of credit, presentment of demand for payment and any notice of default by the company seeking credit and all other notices the guarantor might be entitled to. Revocation of the guarantee shall be in writing and delivered by certified mail.

In the event Nitro Snowboards/ Foundry Distribution authorizes Applicant to be an Authorized NITRO/ AUTUMN Dealer (an "Approved Dealer"), Applicant acknowledges and agrees that the following terms and conditions (these "Terms") shall govern:

____ (INITIAL) 1. Term. The term of the relationship between the parties hereto (the "***Term***") shall commence on the date FOUNDRY DISTRIBUTION notifies Applicant that it is an Approved Dealer and shall terminate at any time by either party hereto upon thirty (30) days prior written notice. In addition, FOUNDRY DISTRIBUTION may terminate its relationship with Applicant without advance notice if Applicant (a) files a voluntary petition in bankruptcy, (b) makes an assignment for the benefit of its creditors or (c) breaches any of these Terms and such breach is not remedied within ten (10) business days upon receipt of written notice of such breach. In the event of termination of the Term, Sections 2-13 together with any payment obligations incurred prior to the effective date of termination shall survive.

____ (INITIAL) 2. No Resellers. Applicant agrees not to sell NITRO,AUTUMN, OR L1 products through any third-party resellers, auction houses, or online sellers (including, but not limited to, eBay, Amazon Marketplace, or others).

____ (INITIAL) 3. Sales are Final. Unless otherwise specified in writing by FOUNDRY DISTRIBUTION, all sales from FOUNDRY DISTRIBUTION to Applicant are final. Warranty returns shall be handled by FOUNDRY DISTRIBUTION with a pre-assigned return authorization number that applicant requests. Applicant shall not offer product warranties to its customers that exceed in any manner (time, amount, other) the warranties provided by FOUNDRY DISTRIBUTION to Applicant. Questions regarding warranties should be directed to a FOUNDRY representative.

____ (INITIAL) 4. Authorization to Obtain Information. Applicant agrees to authorize its financial institution and any references listed herein to release information to FOUNDRY DISTRIBUTION for the purpose of evaluating Applicant's suitability as an Authorized Dealer including, but not limited to, decisions regarding payment terms. Applicant acknowledges that the information provided herein is true and correct, and agrees to a monthly finance charge of 1.5% on any past due amounts and all reasonable collections fees relating to past due amounts (including, but not limited to, court costs and attorney fees).

____ (INITIAL) 5. Product. FOUNDRY DISTRIBUTION reserves the right to limit NITRO, AUTUMN, OR L1 products Applicant may carry, market and sell.

____ (INITIAL) 6. Use of the Company's Trademarks. During the Term, Applicant may only use the name, trademarks, trade names



and logos of NITRO, AUTUMN, OR L1 with the prior written consent of FOUNDRY DISTRIBUTION. Nothing herein shall grant Applicant any right, title or interest in NITRO, AUTUMN, OR L1'S name or trademarks.

____ (INITIAL) 7. Product Pricing. FOUNDRY DISTRIBUTION will provide Applicant with a price list, within thirty (30) days of the commencement of the Term and updated by FOUNDRY DISTRIBUTION as needed, including a manufacturer's suggested retail price, which is **also** the minimum advertised price (the "***MAP***"). The MAP shall remain in effect for all products through February 1st of the year following the product's model year. After February 1st, Applicants may advertise discounts, not to exceed 20% off, on previous-year products with such product's model year listed in legible font next to the actual product in any literature, markings, advertisements, or websites, with a price below the MAP. After March 1st, a discount of 30% off will be allowed. After April 1st, a discount of 40% off will be allowed. Please don't deviate from this structure. In addition to following the MAP as outlined above, **Dealer must exclude all NITRO products from Internet Dealer Website discounts, coupons, and sale offers or any other offers that reduces the price of the NITRO, AUTUMN, OR L1 product at the time of the consumer purchase.** Discounted/free-shipping offers are permitted. Gift with purchase promotions are allowed with pre-approval by NITRO, AUTUMN, OR L1 in writing. The following internet discounting and sales methods are strictly prohibited unless specifically authorized by NITRO, AUTUMN, OR L1. Such prohibited discount and sales methods shall include, but not be limited to portal shopping, co branding, broken cart discounting, web portal sales or auction sales (ebay, craigslist, amazon or yahoo shopping), live chat discounting, promotional codes, package deal discounting. FOUNDRY DISTRIBUTION understands the importance of consumer satisfaction, and will discuss ideas and opportunities that will enhance the consumer shopping experience, and enhancing the consumer's recreational experience as well. Please help us keep the NITRO, AUTUMN, OR L1 brand legitimate and demanded.

____ (INITIAL) 8. Assignment. Applicant's rights as an Approved Dealer shall not be assigned by Applicant without the express prior written consent of FOUNDRY DISTRIBUTION.

____ (INITIAL) 9. Attorneys' Fees. If any arbitral or other proceeding is initiated by either of the parties hereto, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees in addition to any other relief that may be awarded.

___ (INITIAL) 10. Governing Law. These Terms shall be governed by and construed and interpreted in accordance with the laws of the State of Utah applicable to contracts entered into and to be performed within such State as in effect on the date hereof and as may be hereafter amended. Any dispute arising between Applicant and FOUNDRY DISTRIBUTION will be settled by binding arbitration. Nothing herein shall be construed or deemed to prevent either party hereto from seeking injunctive relief pursuant to these Terms in a court of appropriate jurisdiction. In any action or proceeding arising out of or related to these Terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding, and including fees and costs incurred for collecting or attempting to collect any judgment or award.

As an authorized agent of the Applicant, I, _____*(Print Name)*, have read the terms and conditions contained herein and authorize FOUNDRY DISTRIBUTION to perform a background and credit check:

_____ _____

Signature of Authorized Retailer Date

_____ _____

Acceptance of by FOUNDRY DISTRIBUTION Representative Date

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