



This information is solely for the use by KE Arms (KE) for the purpose of determining dealership eligibility. All information will be kept strictly confidential. To avoid delays in processing the application, please be sure all sections of the form have been completed and signed. Please E-MAIL original signed copies and all information requested.

Company Name _____

Mailing Address _____ City _____ State _____ Zip Code _____

Shipping Address _____ City _____ State _____ Zip Code _____

Telephone Number _____ Fax Number _____

Email Address _____ Web site URL _____

UPS/Other Shipper _____ D&B Number _____

Resale Tax ID Number _____ Fed Emp. IF Number _____

FFL Number _____

FFL Address _____ City _____ State _____ Zip Code _____

PLEASE SUPPLY AS MANY OF THE FOLLOWING ITEMS THAT ARE AVAILABLE:

Copy of Business/Tax ID License, Product Catalog, Promotional Literature, Business Cards, Photo of Business Location, Copy of Recent Advertisement(s), Letterhead/Stationary, Copy of Phone/Yellow Page Listing, Other _____

TYPE OF BUSINESS, PLEASE CHECK ALL THAT APPLY:

Retail Store Wholesale Distributor Warehouse Distributor Web Based Catalog/Magazine Other _____

CUSTOMER BASE, PLEASE CHECK ALL THAT APPLY:

Military Industrial Vehicles Other _____

PRODUCT INFORMATION:

Do you buy KE products now? Yes No From _____

Do you buy other brands now? Yes No Brand _____ From _____

Do you manufacture any products that require KE components? Yes No

Please Specify _____

Number of product lines purchased direct from Manufacturers _____

Wholesale/Warehouses _____ Estimated Annual (Monthly) Product Sales \$ _____

Principal Name _____ Title _____

Principal Signature _____ Date _____

AUTHORIZED KE DEALER/WAREHOUSE DISTRIBUTOR ACCOUNT TERMS AND POLICIES—ACKNOWLEDGEMENT

BILLING TERMS:

Orders will be shipped pre-paid (cash, check, credit card or wire transfer), unless special account agreements have been made. The terms of any open account purchases will be specific to that agreement.

NSF CHECKS:

Any checks returned to KE unpaid are subject to a \$45.00 processing fee and all other costs incurred by KE in the collection of those funds.

SHIPPING POLICY:

All orders will be shipped by FedEx. Requests for air, bus or special truck handling may be arranged in advance. Requests for RUSH or overnight orders will be honored whenever possible. All shipping costs, as well as any additional costs resulting from requested special handling or order processing are the responsibility of the customer. KE does not guarantee same day shipping or the performance of any contracted freight carrier.

FREIGHT TERMS:

All shipments are F.O.B. from the KE distribution center in Phoenix, AZ.

RETURNS:

All returns require a Return Goods Authorization (RGA) number. Any merchandise ordered in error is subject to a 15% or \$25.00 minimum restocking charge. Freight charges must be prepaid on all returns. Refused orders will be charged a restocking fee, and the account will be placed on hold until all freight and handling charges have been settled. No returns will be accepted after 30 days from the original invoice date.

PRICES:

All prices are subject to change without prior notification. Customers that submit pre-priced purchase orders will be notified of any discrepancies before the purchase order is accepted. All price lists published by KE pertain to factory direct sales only. Price lists are not published in any effort to affect the resale pricing of any item. Possession of this price sheet does not constitute the ability to buy at that level. Prices are F.O.B. Phoenix, AZ.

ADVERTISING POLICY:

It is the policy of KE to publish only suggested retail prices in advertisements and catalogs directed at retail customers.

FOREIGN ORDERS:

All foreign orders must be fully prepaid in advance, in U.S. currency via wire transfer. Additional crating, shipping, documentation and insurance costs may be applied and must be paid by the customer.

TERMS AND POLICY, NON-COMPLIANCE:

Any action of non-compliance by the customer to the terms and policies stated will be considered by KE as a voluntary forfeiture of wholesale account status by the customer.

ACKNOWLEDGEMENT:

I have read and fully understand the terms and policies for wholesale accounts with KE.

Principal Name _____ Title _____

Principal Signature _____ Date _____

OWNERSHIP AND FINANCIAL INFORMATION

Company Name _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____

Email _____ Website URL _____

FedEx Account # _____

Resale Tax ID # _____ Fed Emp. ID # _____

Sole Proprietor Partnership* Corporation* Year Est. _____

*Corporations and Partnerships: Please supply names, phone numbers and home addresses of principals on a separate page

Owner/President _____ Phone _____

Address _____ City _____ State _____ Zip Code _____

Bank _____ Branch _____

Address _____ City _____ State _____ Zip Code _____

Bank Representative _____ Phone _____ Fax _____

Account Number _____ Open Since** _____

**If this account has been open for less than one year, please supply previous bank history

Vendor References: (Please list a minimum of five primary suppliers)

1) Company _____ Contact _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____

2) Company _____ Contact _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____

3) Company _____ Contact _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____

4) Company _____ Contact _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____

5) Company _____ Contact _____

Address _____ City _____ State _____ Zip Code _____

Phone _____ Fax _____

Principal Name _____ Title _____

Principal Signature _____ Date _____

TERMS

Terms of sale, including terms of payment and charges, for each purchase are agreed to be those specified on the face of each invoice. The customer hereby agrees to pay all costs of collection or legal fees should such action be necessary due to non-payment. The above information is willingly supplied and the creditor is authorized to contact the above bank and trade references in order to establish the creditworthiness of the above named company. If the applicant is not a corporation, the creditor is authorized to obtain credit reports on the proprietors, partners or principals. Should a credit availability be granted by the creditor, all decisions with respect to the extension or continuation shall be in the sole discretion of the creditor. The creditor may terminate any credit availability within its sole discretion.

The customer further agrees that in the event legal action becomes necessary, jurisdiction and preferred venue shall remain in Maricopa County in the state of Arizona in the United States.

I have read and understand the above terms and conditions, and hereby agree to them:

Principal Name _____ Title _____

Principal Signature _____ Date _____

I authorize the seller and their assigns to obtain a consumer credit report on my credit history.

Principal Signature _____ Date _____

The undersigned, for consideration do hereby individually and personally guarantee the full and prompt payment of all indebtedness heretofore or hereafter incurred by the above business. This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of the acceptance of this guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice which shall be sent to the creditor's credit office by certified mail. Any revocation does not revoke the obligation of the guarantors to provide payment for indebtedness incurred prior to the revocation. I authorize the seller and their assigns to obtain a consumer credit report and to contact my references as necessary. As guarantor, I am also bound by the above arbitration clause.

Guarantor's name: _____ Signature: _____

Home Address _____ City _____ State _____ Zip Code _____

Date: _____ Tax I.D. or S.S. No: _____

Guarantor's name: _____ Signature: _____

Home Address _____ City _____ State _____ Zip Code _____

Date: _____ Tax I.D. or S.S. No: _____

WARRANTY/DISCLAIMER

Purchasers using KE parts, equipment and services, acknowledge that due to the differing conditions and circumstances under which all products are installed and used, purchasers are not relying on KE skill or judgment to select or furnish the proper product. Purchasers expressly affirm that they are relying upon their own skill and judgment to select and furnish suitable products.

KE guarantees to the original purchaser of its KE-manufactured products a 1-year warranty against manufacturer defects in materials and workmanship under normal use. These warranties do not include shipping damage, improper use, improper maintenance, improper installation, impairments from accidents, product modifications, or neglect. These warranties only apply to new products purchased, and are limited to the repair or replacement (at KE's option) of KE products. These warranties do not cover the shipping costs for return, inconvenience or consequential damages. Original purchaser must return defective material, along with the purchase receipt and RGA number, to the original place of purchase. KE is not responsible for products returned without a RGA number or products not originally purchased from KE. Any shipment containing a return without an RGA number will be refused. All products redistributed by KE (i.e., not manufactured by KE), carry the warranty by the original manufacturer.

In the event that purchasers expressly cause representations, statements, or affirmations of fact contrary to this disclaimer of all warranties, expressed or implied, then purchasers agree to indemnify and hold harmless KE in the event of any claim, demand, or legal action against KE by any purchaser.

Purchasers understand and agree that no officer, director, employee, salesperson, or representative of KE has the authority to make any statement contrary to the terms of this agreement. KE disavows any statement contrary to what is herein written.

LEGAL REMEDIES:

It is understood by all parties this document has been written with the laws of State of Arizona, USA as the founding principles. Any and all disputes which arise from this agreement regardless of cause will be governed by Arizona Law and all remedies shall be sought in Arizona courts. If any portion of this document is found to be illegal or non-binding for any reason the remainder of the document will be remain in full force and effect.

NOTIFICATION:

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

Principal Name _____ Title _____

Principal Signature _____ Date _____