



/ AUTHORIZED RESELLER APPLICATION / DEALER CREDIT APPLICATION

Part One

Please type or
print clearly.

General Information

Buyer Name: _____

Vellano Account Executive: _____

Legal Business Name: _____

Mailing Address: _____

Shipping/Delivery Address: _____

Telephone: _____

Fax: _____

Vellano Account Number: _____

DBA Name: _____

Years in Business: _____

Federal Tax ID Number: _____

Resale Number: _____

E-mail Address: _____

Website Address: _____

Business Class: Partnership Sole Proprietorship
 Corporation Website Retailer

Terms: COD-Money Order (**Payable to SPW INC**)
 COD-Company Check (**Payable to SPW INC**)
 Open Account Credit Card

Does your store offer installation? YES NO

Owner, Partners, Principal Stockholders

Name (1): _____

Home Address: _____

Home Telephone: _____

Social Security Number: _____

Terms and Conditions

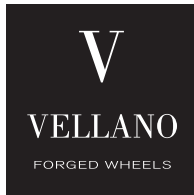
Ordering: All orders require a written Purchase Order or a signed confirmation prior to any shipment. Any submitted purchase order placed by the Buyer has the intent in being a sales order and will be treated as such by Vellano Wheels, and all parts in the submittal or purchase order will be processed in a timely manner.

Payment Conditions: The Buyer is aware that Vellano Wheels is selling parts on a C.O.D. (Cash on Delivery) basis, prepaid, unless credit has been established or approved. The Buyer is buying parts from Vellano Wheels on forms of payments of cash, cashiers' check, or money order. The Buyer is not entitled to any credit or terms from Vellano Wheels. If the Buyer wants to be put on a company check or credit card basis, the Buyer must fill out a credit application and sign and date a personal guarantee. This must be done by the owner of the Buyers' company, and not by an officer or employee. The Buyers' bank information must be current and the account numbers must be the ones used in transaction with Vellano Wheels. All personal information will be held confidentially by Vellano Wheels and will only be used for credit checking purposes. All checks or charge backs that are returned to Vellano Wheels for any reason are subject to a \$30.00 returned check fee. If any check is returned to Vellano Wheels for any reason, the Buyer is fully aware that Vellano Wheels will put the Buyer back on C.O.D. basis. The buyer will pay any collection fees, legal fees, and bank fees if the full face value of the check is not paid in full within 5 business days. All returned checks with unpaid balances will be turned over to our legal department where the Buyer will be prosecuted to the fullest extent of the law of the Buyers' state of conducting business. All returned checks to Vellano Wheels must be paid by cash, cashiers check, or money order. A company check will not be accepted as a form of payment on a returned check. If the Buyer is accepted on a company check basis, it must be taken as a privilege and not be abused. If the Buyer uses any other form of payment other than the business checking account that is on their credit application, they will be put back on C.O.D. basis. Vellano Wheels does not accept personal checks. All sales are FOB Vellano Wheels, Los Angeles, CA. Orders will not be released for accounts which are not current or in excess of the established credit limit unless prior arrangements are made with our account department. Open accounts are subject to Net 10th payment terms. Invoices that are due but not settled by the 10th of the month will be considered past due and will result in orders being held in lieu of payment and loss of freight allowance, if applicable. Title to all merchandise remains the property of Vellano Wheels until full payment has been received.

Returns: Please contact our sales department at (909) 923-6861 for a RMA (Return Merchandise Authorization) number. Important: Merchandise returned without this number will not be credited. A RMA number does not imply a replacement or refund, but only that we will inspect the merchandise based on your claim. Returns will only be accepted within 30 days of purchase, only new resalable items in the original packaging will be considered for return or credit. Credit cannot be issued for merchandise that is used or has been mounted; wheel fitment must be confirmed before mounting tires. Returned merchandise is subject to a 20% restocking fee. Merchandise that has been modified from its original condition (drilled, centerbored, chromed, painted, mounted, scratched, etc.) will not be accepted for credit. Original shipping and handling charges are not refundable or

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Part Two

Continue to complete if applying for Prepaid Terms or Open Account.

Name (2): _____
Home Address: _____

Home Telephone: _____
Social Security Number: _____

Bank Reference

Bank Name (1): _____
Address: _____

Telephone: _____
Fax: _____
Contact: _____
Account Number: _____

Bank Name (2): _____
Address: _____

Telephone: _____
Fax: _____
Contact: _____
Account Number: _____

Trade References

Name (1): _____
Address: _____

Telephone: _____
Account Number: _____
Name (2): _____
Address: _____

credible. All approved returns are for credit only; any refused shipments sent back to a Vellano Wheels facility does not constitute the right to a refund or credit.

Drop Shipments: Drop ship service will be offered only to buyers on open accounts (no COD's). A \$20 per order service charge will be assessed, drop shipments will not be allowed into areas serviced by Vellano Wheels Warehouse Distributors. Buyer is responsible for all charges including refused shipments, residential or lift gate delivery.

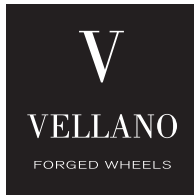
Damages or Shortages: It is the responsibility of the buyer to inspect shipments received from Vellano Wheels. Vellano Wheels responsibility for a shipment ceases when the carrier accepts the shipment. Visible damage, concealed damage, or shortage claims caused in transit must be made directly to the freight carrier. It is required that all carrier freight bills be signed "subject to inspection". It is the responsibility of the Buyer and the carrier to rectify claims. Damage claims, shipment discrepancies or manufacturing defect must be made to Vellano Wheels within 24 hours of receipt of order.

Warranties: Wheels are warranted for a period of one year from the date of purchase against defects in materials or workmanship such as peeling, flaking or blistering of plating. The warranty does not cover corrosion or discoloration due to chemicals (including excessive exposure to road salt or other common deicing agents), detergents, polishing compounds or abrasives used in improper cleaning. The warranty does not provide coverage for plastic parts that are vacuum metal or coated with semi metallic finishes. The warranty will be void if wheels are damaged from mechanical car wash equipment, nicks from road hazards, improper tire mounting, use of clip on weights, improper installation, accident or curb damage, normal wear and tear, and neglect. On occasion, you may see pits or minor imperfections on any chromed wheel, these imperfections are results of the manufacturing process of the wheel itself and therefore are not considered to be chrome defects; therefore, chrome warranty does not apply to these imperfections. The warranty will cover the costs of re-processing of the chrome by the original vendor, freight and expenses incurred for labor and mounting or dismounting of tires are not covered by the warranty and therefore will remain the responsibility of the Buyer. It is the Buyer's responsibility to inspect wheels prior to mounting of tires or installation on any vehicle. Wheels that have been mounted with tires or installed on the vehicle will not be accepted for replacement under warranty. Wheels that are returned for any reason will need to be sent freight prepaid (please see "Return Policy" for additional details). Returned merchandise will need to be properly packaged and prepared for shipment. Vellano Wheels will not accept responsibility for damage due to lack of proper packaging or mis-handling by any shipping company. Take steps to inform your customers of their responsibilities in order to avoid misunderstandings regarding the limits of coverage under this warranty.

Contingencies: Vellano Wheels will not be liable for any failures to produce to the Buyer when the cause of such failure is an act of God, labor disputes, supplies or material shortages, acts of local, state, national, civil, public agencies, or other authorities; utility or communication failures, accidents, strikes, transportation problems, or an act or cause that does not normally occur within the ordinary course of business.

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Telephone: _____

Account Number: _____

Name (3): _____

Address: _____

Telephone: _____

Account Number: _____

Name (4): _____

Address: _____

Telephone: _____

Account Number: _____

Accounts Payable Information

Name: _____

Address: _____

Telephone: _____ Ext: _____

Fax: _____

Personal Guarantee (Please read Personal Guarantee Terms)

Guarantor Signature: _____

Guarantor Printed Name: _____

Home Address: _____

Home Tel: _____

Drivers License No: _____ State: _____

Social Security Number: _____

Performance Product Waiver: Vellano Wheels does not engage in selling after-market items that the Buyer does not understand the ramifications of having these parts at the Buyers' facility for salability. Vellano Wheels will not be held accountable for any legal fees or such in selling of said parts to the Buyer. The Buyer understands fully that some parts sold by Vellano Wheels may or will not comply with local, state, or federal laws, and will not hold Vellano Wheels accountable in any shape or form, legal or implied. Vellano Wheels will not be held liable to any fault of their own, any damages to the Buyer or the Buyers customer without limitation. Vellano Wheels will not be liable for any damages, which are incurred directly or indirectly with the Buyer or Buyers' customer. Vellano Wheels will not be liable for any damages to any vehicles, operators, or passengers of vehicles resulting from the use or installation of Vellano Wheels products.

Company Policies: It is understood that Vellano Wheels is conducting business by trade only. The Buyer must be an established business with a current business license and a business address and phone number. If the said Buyer does not meet these conditions, Vellano Wheels has the right to refuse service at any time. If the Buyer is from the state of California, a sellers permit must be given to Vellano Wheels at the time of first purchase where-in the Buyer must fill out a resale card as not to 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.

Personal Guarantee: I the undersigned agree to the above terms and the undersigned is responsible for payment of any obligation of the Applicant owing to Vellano Wheels, whether created under the application, an account arising from such application, or any obligation of Applicant to Vellano Wheels regardless of the basis of source, whether now, or existing or hereinafter. In consideration for Vellano Wheels extending credit to the above Applicant at my request I hereby personally guarantee the payment of all their obligations to Vellano Wheels. I waive notice of acceptance of the Guarantee, notice of the sale of goods sold by Vellano Wheels to the Applicant designated above, notice of default and notice of termination or release of any other Guarantor. I consent to the extension of time of payment of the indebtedness or any portion thereof. Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or evidence of indebtedness, the extension of time, payment arrangement or other indulgence granted to debtor, and the undersigned hereby waives notice of all of the aforesaid. Vellano Wheels shall not be required to institute legal proceedings against the debtor or and Guarantor prior to an one Guarantor becoming obligated to make payment on the account pursuant to this guarantee. I do further agree that if this matter is placed in the hands of an attorney for collection, or if collection is made through probate proceedings, to pay a reasonable amount in attorney's fees, Court costs and expenses incurred, including any collection fees, on both the principal and interest charges, regardless of whether suit is filed. I acknowledge that I have read the full terms and provisions entitled "Personal Guarantee" shall be binding and create obligations and duties on the part of the Guarantors.

Authorization and Sales Agreement: The undersigned, as owner, partner, officer or agent of the applicant, personally warrants that the information contained in this credit application and all financial information supplied, or to be supplied to Vellano Wheels at anytime is true and correct, and is furnished for the purpose of obtaining credit from Vellano Wheels. I hereby

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Authorization and Sales Agreement

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

Authorized Signature: _____

Print Name: _____

Company Name: _____

Title: _____

Date: _____

Additional Supplementary Materials

In addition to submitting this form, you would also be required to submit copies of the following items within 14 days of the form submission.

Requirements:

- You must provide us with a copy of your business license
- You must provide us with your state sales tax number
- You must purchase merchandise for the purpose of resale
- Please provide us with references of no less than two of your current suppliers from which you already purchase a volume of automotive related merchandise. If you currently do not purchase from automotive related suppliers, please provide reasonable references.
- An initial buy-in is required

Desired:

- If applicable, exterior and interior photos of your store. Exterior preferably showing address and sign. Interior preferably showing fixtures, displays, and showroom area.

A Vellano Wheels Customer Representative will contact you with a customer number upon approval of your New Authorized Reseller Account. Completion of this application does not automatically guarantee acceptance as an Authorized Vellano Wheels Reseller. Dollar amounts specified on these forms are based on US currency.

Submit this application and Supplementary materials to:

Vellano Wheels
Attn: Dealer Application
1909 S. Campus Ave.
Ontario, CA 91761

or fax to:

Vellano Wheels
Attn: Dealer Application
909-923-6275

authorize Vellano Wheels to contact the references contained within this application. This application has been executed by an authorized principal or agent of the applicant who hereby grants Vellano Wheels permission to obtain information from any and all sources required to properly ascertain the applicant's capability to meet its financial obligations. Applicant agrees that the business relationship between these parties, if any, shall be governed by the terms and conditions on this credit application and in Vellano Wheels applicable dealer and distributor agreements, invoices, price sheets, and other commercial forms and agreements and any additional or different terms and conditions in applicant's business forms shall be void and of no effect. Applicant agrees that nothing herein shall constitute an agreement by Vellano Wheels to supply any goods or extend any credit to applicant. Payment terms are of C.O.D. basis unless otherwise specified on the invoice.

Agreement and Disclosure: This application is submitted by the applicant to Vellano Wheels to obtain credit. Vellano Wheels reserves the right to decline credit to applicants or to change or revoke applicants credit limit at the sole discretion of Vellano Wheels in accordance with Vellano Wheels credit policies. In completing this application for credit, the applicant and guarantors hereby agree that amounts are due and payable to Vellano Wheels on or before the due date. Title to merchandise does not pass to applicant until invoice(s) is/are paid. This application and agreement is non-transferable or assignable without the written consent of Vellano Wheels.

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