



NEW CUSTOMER INFORMATION FORM

Please fill out this application as completely as possible to help us serve you more quickly. A signature is required (See below) from an owner and/or authorized representative.

In order to set you up with an account, please review our policies and send us the following:

1. Completed and signed New Customer Information Form
2. Resale Certificate
3. W-9
4. Completed and Signed Credit Application for those requesting Net 30 terms

Business Name: _____ Legal Name if Different: _____

A/P Contact Name: _____ Email: _____

Phone/ Ext: _____ Fax: _____

Type of Business: Corporation Partnership Sole-Proprietorship LLC Other

Fed/Tax ID: _____ Resale Certificate #: _____

ACCOUNT TYPE:

Retail Store /Individual Dealer)
(Single Ship to Locations)

Warehouse Dealer
(Central Ship to Warehouse/s)

Master Distributor
(Central Ship to Warehouse/s- Sells to Dealers)

Does your Business sell Internationally? Yes No

If Yes, to which countries: _____

Buyer Name: _____ Phone / Ext: _____

Email: _____ Fax: _____

Mailing Address: _____

Store Address (For Store Locator/ Shipping): _____

I, _____, have read and agree to abide by SURLY, LLC Policies. _____
Signature/ Authorized Representative *Date*



CREDIT APPLICATION- FOR NET 30 DAY TERMS

Please fill out the bottom portion of the application only if you are requesting payment terms from SURLY, LLC. We offer, Net 30 terms with approved credit. Allow 3 days for processing credit application. For faster turnaround time, prepay your first order by credit card

PRINCIPLE OFFICERS, OWNERS NAMES AND TITLES:

1. _____
2. _____
3. _____

BANK REFERENCE:

Bank Name: _____ Address: _____

Contact Name: _____ Email / Phone: _____

Checking Account #: _____ Routing #: _____

3 TRADE REFERENCES:

1. Name: _____ Phone: _____ Fax: _____
 Address: _____ Contact Name: _____
2. Name: _____ Phone: _____ Fax: _____
 Address: _____ Contact Name: _____
3. Name: _____ Phone: _____ Fax: _____
 Address: _____ Contact Name: _____

The above information is submitted for the purpose of obtaining credit. Authorization is given to SURLY to make inquiries as necessary to obtain credit information and authorizes the bank and/ or suppliers to release information regarding our financial status. Signatures of the authorized person attests financial responsibility and willingness to pay invoices at the terms established by SURLY. In the event this account becomes delinquent all written and verbal communications will be an attempt to collect the debt and any information will be used for that purpose.

 Officer or Authorized Representative (Type or Print) Signature

 Title Date



WHOLESALE & RESALE POLICIES

At SURLY we are dedicated to ensuring a successful partnership with distributors/resellers and individual dealers alike.

_____ (distributor/reseller), (hereinafter "Reseller") as a distributor or reseller of SURLY's products, hereby declares and determines that its interests and the interests of its distributors and resellers are best served through the adoption of a Wholesale & Resale Policy. As a distributor or reseller of SURLY's products, hereby enters, accepts, and agrees to the terms and conditions of these policies.

ORDERS: There is a minimum order of \$225. Orders shipped within the contiguous United States will be shipped freight-free with a minimum order of \$450. Orders below \$450. will be shipped via UPS ground freight. All shipping rates are calculated using UPS real-time technology and an estimated shipping weight. To qualify and receive wholesale pricing you must be registered as a wholesaler and meet set tier requirements. All customers are required to complete the SURLY New Customer Information Form. Your experienced SURLY sales representative will help you tailor your opening order to fit your individual needs.

BACK ORDERS: Although we strive to complete every order, merchandise not currently in stock will be back ordered unless otherwise specified. Back orders will be shipped out as goods are received. Unwanted back orders MUST be cancelled by the buyer or a double shipping charge will be billed to the buyer if they are returned.

RETURNS AND RESTOCKING FEE: We charge a 20% restocking fee for all SURLY products returned for credit. All products must be in resalable condition. Prior authorization is required; please contact customer service for RMA#. If a customer is not satisfied with their SURLY product and return it to your store, we are happy to credit your account with no restocking fee- Just give us a call.

SHIPPING DAMAGE: We go to great lengths to ensure your order is correct, properly packaged, and well protected. Despite our best efforts, damage sometimes occurs during shipping. We strongly recommend that you always inspect your shipment before signing. If any exterior damage is visible, we recommend you not accept the shipment; and, if there is interior damage, please contact us immediately so we can assist you. Please inspect all shipments immediately upon arrival. SURLY items that are not satisfactory may be returned (with prior authorization) within 5 days of receipt. Refunds will only be issued for payments made by credit card or check. All other returns will be reflected as a credit towards future purchases.

TERRITORY LIMITATIONS: The sale or distribution of SURLY products outside the United States or to third party other than an end-consumer is strictly prohibited unless specifically approved in writing by SURLY. SURLY reserves the right to cancel or limit the sale of its products to parties whose sale and distribution strategies are incompatible with those of SURLY.

"WILL- CALL" or "CUSTOMER PICK-UP": Upon product availability, returning customers may request orders for "Customer Pickup / Will-Call". SURLY asks that customers who have chosen the "Customer Pick-Up" or "Will Call" option upon submitting an order to call prior to coming to the warehouse. Orders may be ready within a 2-hour window and ready for pickup between 7.am – 4:00 p.m. Monday – Friday (Pacific Time).

MINIMUM ADVERTIZED PRICE (MAP POLICY): The MAP policy shall apply to all SURLY products. Our minimum advertised price for SURLY products is 80% of Suggested Retail Price (SRP), which equals a 20% discount off of SRP. Resellers may offer products at a lower advertised price discount only with written permission from SURLY. The MAP policy may be adjusted by SURLY at its sole discretion. The MAP policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual customer within the resellers retail location or over the phone. SURLY resellers remain free to sell MAP products at any price they elect. This MAP policy does not in any way limit the ability of any dealer to advertise that they "have the lowest price" or they "will meet or beat any competitors prices", that consumers can "call for a price" or similar phrases as long as the price advertised or listed is not below MAP. SURLY will be reviewing all sales and commerce avenues to ensure consistent adherence to this policy. In case of violation of this MAP policy, resellers will be allowed twenty-four (24) hours to bring advertising into compliance. If no change is made within the allowed period, all shipments will be discontinued until the necessary changes are made. In case of intentional and/or repeated failure, SURLY will terminate all orders to reseller. SURLY will not provide written notice or issue warning before taking action under this policy. SURLY reserves the right to cancel or limit the sale of its products to parties whose sales and distribution strategies are incompatible with those of SURLY.

PAYMENT TERMS: First time wholesalers must pay by prepaid check or credit card. We accept Visa, Mastercard, and American express. Payment terms (net 30) are available on submission and approval of a credit application. Three trade references and bank information are required. When net terms have been established SURLY reserves the right to have a credit card remain on file. If you have net 30 terms, payment is due 30 days from the ship date. Pre-payment will be reinstated if payment is delinquent 60+ days. A 2% finance charge will be levied on past due balances. Returned checks will be charged a \$30 service fee. Net 30 terms will become pre-payment if 2 or more checks are returned.

INDEMNITY: Seller agrees to protect, defend, indemnify and hold SURLY harmless from all claims, losses, damages, and expenses, which may be asserted against or be incurred by SURLY whether direct or indirect, foreseeable or unforeseeable, including, but not limited to, those resulting from injuries to any person or damage to any property, caused in any manner by any act or failure to act of seller in connection with the furnishing of goods covered, or because of any imperfection or defect in said goods, or based upon any claim of product liability or strict liability in tort, or because of the failure or such goods to be in accordance with the description of such goods as may appear in any catalog or advertising.

CONFIDENTIALITY / INTELLECTUAL PROPERTY: Dealer may use SURLY IP as permitted by SURLY and will refrain from challenging the rights claimed by SURLY in the SURLY IP or assisting any others in doing so. To request permission to use SURLY photos or logos on our site, please contact us(jason@surlypoap.com) . To speed up your inquiry, please include a brief description of how and where you would like to use our photos or logos, as well as which photos your request pertains to.

Reseller has read the foregoing wholesale policies, and understands that failure to comply with the foregoing may result in the cancellation and termination of reselling SURLY products. By placing a wholesale order, you are stating that you understand and adhere to all policies set forth by SURLY, LLC.