

**Image Use Terms**

All CLASSIC AUTO AIR MFG. images are registered copyright materials. These images are the sole property of CLASSIC AUTO AIR MFG. and use is limited to marketing and promotion of these specific items. All images must be used with the CLASSIC AUTO AIR MFG. logo. Only images provided by CLASSIC AUTO AIR MFG. can be used in advertising, marketing or promotional materials. No other images or text published in the CLASSIC AUTO AIR MFG. catalog or website ([www.CLASSICAUTOAIR.com](http://www.CLASSICAUTOAIR.com)) may be used without specific written consent.

All CLASSIC AUTO AIR MFG. text, layout, graphics, logos, and images within our printed materials and websites are protected by U.S. copyright laws. No part of this material may be reproduced, stored in a retrieval system, sourced from any server for use in other electronic publications, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of CLASSIC AUTO AIR MFG..

Please understand that even if you “give credit” with publication (including electronic publication) of a copyrighted image, this is still a copyright violation if the image has been used without our express permission. Copyright is not simply a matter of “giving credit where it’s due”. Copyright owners have the right to decide when and where they want their images used. Any rights not expressly granted herein are reserved.

CLASSIC AUTO AIR MFG. images can be used for marketing, promotion, and advertising provided that:

- Images are not altered in any way except to size for specific use (i.e. print, web etc.)
- CLASSIC AUTO AIR MFG. logos accompany each image used
- The provided images are only used in a manner consistent with marketing the CLASSIC AUTO AIR MFG. product line and will not be used in any way distasteful or defamatory
- All products marketed with the image must be manufactured by CLASSIC AUTO AIR MFG. and purchased from CLASSIC AUTO AIR MFG. or an Authorized CLASSIC AUTO AIR MFG. distributor

By using the images provided by CLASSIC AUTO AIR MFG. you understand and accept that use of all other materials published in print or included on the CLASSIC AUTO AIR MFG. website ([www.CLASSICAUTOAIR.com](http://www.CLASSICAUTOAIR.com)) is strictly forbidden. All copyright violations will be pursued to the fullest extent of the law.

By signing this agreement, I agree to the terms and conditions set forth herein for the purpose of purchasing products for resale from CLASSIC AUTO AIR MFG..

Business Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

## Reseller / Installer Terms and Conditions

### Order placing and Processing:

No order will be deemed accepted by CLASSIC AUTO AIR MFG. until such a time the sales department approves the order, and the order is processed and shipped from the CLASSIC AUTO AIR MFG. Distribution Center.

### Current Prices

All prices, specifications, and availability in this catalog are subject to change without notice. CLASSIC AUTO AIR MFG. reserves the right to discontinue products without notice and change manufacturers retail prices.

### Product Availability

Availability of all products listed in this Catalog are subject to change without notice. CLASSIC AUTO AIR MFG. neither implies nor guarantees availability of any product due to various problems which occur in manufacturing. All attempts are made to ensure availability.

### Sales Tax

All distributors are required to send in a copy of their seller's permit, business license and sales tax license as proof before being approved for Reseller / Installer pricing. *Businesses located in Texas, North Carolina, and Florida must supply a RESALE EXEMPT CERTIFICATE to be exempt from sales tax.* As of the catalog price list date of printing, we are not required to collect sales tax for businesses located outside of these states. Orders that are picked up at our facility in Coppell, Texas are always subject to current Texas sales tax regardless of the customers residence.

### Orders by WEBSITE

CLASSIC AUTO AIR MFG. offers a convenient web order system ([www.CLASSICAUTOAIR.com](http://www.CLASSICAUTOAIR.com)) We will follow up with order via phone before order is processed. Reseller/ Discount accounts will use the dealer portal on our website to upload Purchase Orders. Purchase Order Emails directly to sales dept. is not allowed.

### Business Permits

All resellers/ installers are required to send in a copy of their seller's permit, business license and sales tax license as proof of business before being approved for discount pricing. We will not offer discount pricing status to anyone not meeting these requirements.

### Discount Status

CLASSIC AUTO AIR MFG. reserves the right to revoke any customer's discount status if, in the opinion of CLASSIC AUTO AIR MFG., the volume of the Customer's business no longer represents an automotive parts or service business. Possession of the discounted price list does not authorize purchases at the enclosed prices. CLASSIC AUTO AIR MFG. resellers / Installers must be in the business of retailing or installing automotive products or accessories. CLASSIC AUTO AIR MFG. reserves the right to revoke discount status to any company not meeting the minimum per year requirements.

### Refusals/ Returns

Resellers/ installers will be charged a 15% restocking fee for refused, undeliverable or unauthorized returns..

### Catalog/ Website Information

Information contained in our catalog/ website is accurate to the best of our knowledge. However, we do not accept liability for any inaccuracies that may be contained in catalog/ website.

### Returns

CLASSIC AUTO AIR MFG. will accept returns up to 30 days from date of invoice. Merchandise may not be returned for any reason if installation has been attempted, or if the part has been painted, modified or used in any way. All merchandise returned which is not defective is subject to a 15% restocking fee. All returns must be authorized in advance by calling our customer service department during regular business hours. Please have the original invoice number that the part(s) were purchased on so that we may issue a return authorization number. CLASSIC AUTO AIR MFG. reserves the right to refuse any return whereby the customer cannot furnish the original invoice number that the part was purchased on. All returns must be accompanied by a copy of the original invoice or the original invoice number and a return authorization form. We reserve the right to refuse any package that does not include a return authorization form with a return authorization number. Customer is responsible for all return freight fees. We do not accept returns for any reason after 90 days from date of order.

*Note: Any item which has been altered, painted, installed or deemed non-resalable by CLASSIC AUTO AIR MFG. will be returned to the customer at the customer's expense. CLASSIC AUTO AIR MFG. is not responsible or liable for labor fees associated with the installation, removal, modification, painting, or repair of any product purchased regardless of the circumstances. CLASSIC AUTO AIR MFG. is not responsible for any damage or discoloration incurred in relation to chemical products being used including cleaners, waxes, polishes, paints, etc.*

### Copyright

The entire contents of the Reseller / Installer price schedule, catalog, including words, drawings, photographs, etc. are protected by Federal and State Copyright laws. Any use of material by anyone other than CLASSIC AUTO AIR MFG. is strictly prohibited. All rights reserved.

Business Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

**Reseller / Installer Qualifications**

Reseller must be in the business of primarily re-selling automotive parts. There are businesses that are automotive related that are not primarily selling auto parts that may qualify for distributor status. CLASSIC AUTO AIR MFG. will determine if the customer qualifies for discount status within a reasonable amount of time after receipt of the customer’s initial application. Additional information may be required. CLASSIC AUTO AIR MFG. reserves the right to revoke discount status for any reason without notice.

**Minimum Purchases Required**

CLASSIC AUTO AIR MFG. reserves the right to set initial discount level based on application information and additional information provided. For all Discount levels a higher initial purchase may be required in order to receive higher Status on the customer’s initial order. Status can also be upgraded as yearly order totals increase. CLASSIC AUTO AIR MFG. reserves the right to remove or lower discount status if yearly minimums are not met. All discount minimums are tallied based on resellers anniversary date from discount level being approved, NOT FROM INITIAL ORDER.

**Underselling**

Products cannot be sold less than CLASSIC AUTO AIR MFG. manufacturers retail price (MRP) as set forth in our Pricing Policy. If at any time a Reseller/Installer undersells retail prices set by CLASSIC AUTO AIR MFG., discount status will be revoked. All potential distributors are required to submit a copy of their current business license and resale number (where applicable) Tax ID for verification. Information provided must be current and all names match documents.

**Drop Ship Orders/ Shipping Processing**

CLASSIC AUTO AIR MFG. accepts drop ship orders only from pre-approved applicants that have applied for such account. Dropships orders will require per order minimums and will obtain additional costs (3%) of order. It is up to the reseller to supply accurate information concerning the name and address of the recipient. CLASSIC AUTO AIR MFG. will not be responsible for shipments being sent to the wrong address or lost, returned, rejected shipments. Due to the complexity of order processing, CLASSIC AUTO AIR MFG. will not process orders using “Third Party” shipping accounts.

**Integrity**

CLASSIC AUTO AIR MFG.’s reputation is one of its most valuable assets. Resellers / Installers are required to act with a high degree of integrity in selling CLASSIC AUTO AIR MFG.’s products and will not tarnish their reputation. At any time that CLASSIC AUTO AIR MFG. finds that they are being misrepresented and their reputation is in jeopardy discount status will be revoked.

**Warranty/ installation support**

Because of the complexity of CLASSIC AUTO AIR MFG. products, we prefer to support the installer/ customer directly with our tech professionals. During support if any warranty item is needed to be shipped from CLASSIC AUTO AIR MFG. for technical resolution, the customer must contact reseller/ installer and part must be ordered on your reseller/ installer account. Any warranty part to be returned to CLASSIC AUTO AIR MFG. is the responsibility of the reseller/ installer and charges will reflect on resellers/installer account. Original reseller customer invoice may need to be supplied to CLASSIC AUTO AIR MFG. to verify order.

**New Accounts Discounts.**

After approval the following discount levels can be obtained. Must maintain yearly minimum to maintain discount status. First Year will be accrued discount, subsequent years will be based on previous year totals.

20% Platinum**		5,000 Yearly
18% Gold**		3,400 Yearly
15% Silver		2,400 Yearly
10% Bronze		1,300 Yearly

**\*\* Reseller level must purchase Introduction Dealer Packet \*\***

Business Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

**Getting Started:**

Once you have reviewed the terms and conditions listed in this packet, please fill out, sign and this completed packet. We will begin processing your application immediately upon receipt of this packet and all required materials on page 1.

**Overview:**

**Retail Pricing Policy**

In an effort to retain brand value and a healthy distribution channel, CLASSIC AUTO AIR MFG. has implemented a Retail Pricing Policy.

The Retail Pricing Policy sets a Minimum Retail Price (MRP) for all CLASSIC AUTO AIR MFG. products. This policy is designed to curb price slashing among CLASSIC AUTO AIR MFG. resellers/ installers, enabling them to remain competitive. In order to remain in good standing, CLASSIC AUTO AIR MFG. Resellers must advertise and sell all products at, or above, the MRP.

Violations of CLASSIC AUTO AIR MFG. Pricing Policy could result in loss of:

- Installer, Reseller License
- Rights to use CLASSIC AUTO AIR MFG. intellectual properties
- Ability to purchase CLASSIC AUTO AIR MFG. products at any discounted rate.

**Violations:**

A violation is defined as the sale or advertising of CLASSIC AUTO AIR MFG. product(s):

- Below the stated MRP, written, oral or otherwise sold below (MRP)
- Which are "bundled" together at a price below the aggregated MRP of the individual items
- On a website with ambiguous pricing such as: "See Price in Cart", "Make Offer", "bid", or "Instant Message me for pricing"
- No coupons or rebate funds, such as customer loyalty program "bucks" dollars, points can be used towards CLASSIC AUTO AIR MFG. products in any way

**Promotions:**

CLASSIC AUTO AIR MFG. reserves the right to run Promotions of their products.

**Enforcement & Penalties:**

Once a violation is discovered, the reseller will automatically be penalized for their violation in accordance with this agreement. The reseller will have (2) business days from the date the notification was composed to correct an internet violation, and (3) business days to correct all other violations. If a violation is not reconciled within the time period allotted, the reseller will automatically receive the subsequent notification with possible suspension or revoked discount privilege, per review to their account. CLASSIC AUTO AIR MFG. retains the right to immediately revoke all discount privileges if CLASSIC AUTO AIR MFG. finds a reseller/ installer to be purposely violating MRP terms.

**CONTINUING TO PURCHASE CLASSIC AUTO AIR MFG. PRODUCTS AFTER YOU HAVE BEEN MADE AWARE OF RESELLER /INSTALLER AGREEMENT YOU CONSENT TO AND AGREE TO ALL OF THE TERMS AND CONDITION OF THIS UPDATED RESELLER/ INSTALLER AGREEMENT.**

Business Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_