



## Dealer Application Package

Greetings!

Thank you for your interest in becoming a Revenge Golf Cart Parts & Accessories Dealer, a leading aftermarket parts and accessory distributor in the golf car industry, selling directly to Dealers, rather than consumers.

**Revenge Golf Carts Parts & Accessories prides itself in delivering the best Dealer experience possible, below are a few things that make us stand out in our industry.**

- Dedicated Account Manager and Sales Team, creating backup in processes and dealer support
- Weekly / Monthly Sales Specials
- Web Portal access with secure login, allowing for online ordering, RMA processing, payment to account, and many more self-serve options

**Our Preferred Dealer Requirements include, but are not limited to, the following:**

- A maintained retail display area for parts and accessories
- Regular posted business hours
- Minimum Initial Order of \$2,500 (Does NOT apply to ICON Authorized Dealers)
- Minimum Annual Parts Purchase of \$10,000 (Does NOT apply to ICON Authorized Dealers)

**To assist us in the review of your application for a potential account, the following items are required via fax, mail or e-mail:**

1. Your completed **Dealer Application**, and the following items
  - a. Copy of your **State Tax Resale Certificate** (if applicable)
  - b. **Personal Guarantee** signed by each owner
  - c. List of any **Golf Car Industry Trade References** from which you currently purchase parts and accessories from
2. **Photos of your Dealership**, inside and outside, including any display/service areas, and photos of any current inventory for sale and recent custom builds.
  - a. Photos must be mailed or e-mailed along with your application and supporting documents, to our Sales Department at [customercare@revengegolfcartparts.com](mailto:customercare@revengegolfcartparts.com)
3. **MAP / iMAP Policy**, USA Minimum Advertised Pricing Policy Packet Must be filled out, Signed, dated and returned. This Document must accompany the application as No shipments will be made to any reseller without having completed this form and returning it to Revenge Golf Cart Parts & Accessories.

If you have any questions, please email us at [customercare@revengegolfcartparts.com](mailto:customercare@revengegolfcartparts.com)

Thank you again for your interest. We look forward to receiving your completed application and additional documents. Revenge Golf Cart Parts & Accessories reserves the right to accept or deny any Dealer application.



## Dealer Application

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

☐ Shipping Address: "Same as Billing"

(If different): \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Billing/Invoice Email: \_\_\_\_\_ Shipping Notification Email: \_\_\_\_\_

Order Acknowledgement Email: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Account Requested: ☐ Credit Card

Type of Company:

☐ Corp. ☐ Partnership ☐ Proprietorship

How long have you owned the business?

\_\_\_\_\_ List All Owners & Percentage of Ownership: \_\_\_\_\_

\_\_\_\_\_ Federal ID or Social Security Number: \_\_\_\_\_

### GOLF CAR INDUSTRY TRADE REFERENCES

Please list below any suppliers of parts and accessories in the Golf Car Industry from which you currently purchase from

Company Name: \_\_\_\_\_ A/C \_\_\_\_\_ #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Website: \_\_\_\_\_

Company Name: \_\_\_\_\_  
A/C #: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Website: \_\_\_\_\_

### OTHER TRADE REFERENCES

Company Name: \_\_\_\_\_ A/C #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Type of Industry: \_\_\_\_\_ Website: \_\_\_\_\_

Company Name: \_\_\_\_\_ A/C #: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Type of Industry: \_\_\_\_\_ Website: \_\_\_\_\_

The above information is submitted by the undersigned for the purpose of obtaining credit. The undersigned authorizes Revenge Golf Cart Parts & Accessories to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility and expressly agrees to make payment in full to you for all purchases in accordance with your invoice(s). Should the undersigned default in any such payment, the undersigned expressly agrees to pay a service charge (late charge) of 1.5% per month (18% per annum) or the maximum rate permitted by law on any amounts in default, and, at your option, all amounts owed to you by the undersigned shall become immediately due and payable. The undersigned shall be responsible for attorney's fees equal to 25% of the full balance owing plus all other costs and expenses incurred by you in the collection of any obligation of the undersigned pursuant hereto.

In the event of default, the undersigned authorizes any attorney of a court of record to appear for me/us and to confess judgment against me/us for the full balance owing to you, including principal, interest and attorney's fees. The undersigned further agrees that should Revenge Golf Cart Parts & Accessories assign any accounts the undersigned expressly waives any right of offset against the assignee for the accounts so assigned. This agreement shall become effective when accepted by our authorized representative. The undersigned agrees that the laws of the State of Florida shall govern this agreement and any transactions between you and the undersigned. In the event of a dispute, personal jurisdiction and venue shall be in Palm Beach County, Florida. The undersigned shall not transfer or assign this agreement without the prior written consent of Revenge Golf Cart Parts & Accessories.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

If a corporation, the signature must be that of an officer, stating title.



## Personal Guarantee

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby guarantee payment of any and all indebtedness herein defined and incurred by \_\_\_\_\_ (name of debtor – your company name) to Revenge Golf Cart Parts & Accessories, subject to the following conditions:

- 1) This is a continuing guarantee and shall stay in full force and effect to cover any existing and/or future indebtedness of \_\_\_\_\_ (debtor – your company name) as contemplated hereunder, including indebtedness arising pursuant to successive transactions that either continue the indebtedness or from time to time renew the indebtedness, until fully satisfied.
- 2) Said indebtedness shall include, but not be limited to, debtor's obligations to pay all amounts invoiced to it by Revenge Golf Cart Parts & Accessories, all monthly interest charges and late charges thereon, attorney's fees of 25% of the principal owed and all other collection costs and expenses.
- 3) This Personal Guarantee shall be governed by the laws of the State of Florida. The undersigned agrees that in the event of a dispute, personal jurisdiction and venue shall be in Palm Beach County, Florida. Upon default, the undersigned authorizes any attorney of the Court of Record to appear for him/her and to confess judgment against him/her for the full amount owed to Revenge Golf Cart Parts & Accessories hereunder, including principal, interest and late charges, attorney's fees and collection costs and expenses.
- 4) Undersigned authorizes Revenge Golf Cart Parts & Accessories to access his or her personal consumer report.

\_\_\_\_\_  
Guarantor's Name (Printed)

\_\_\_\_\_  
Debtor's Name (Printed)  
(Your company name)

\_\_\_\_\_  
Guarantor's Signature

\_\_\_\_\_  
Guarantor's Home Address

\_\_\_\_\_  
Debtor's Address (Company's Address)

\_\_\_\_\_  
Guarantor's Home City, State & Zip

\_\_\_\_\_  
Debtor's City, State & Zip

\_\_\_\_\_  
Guarantor's Home Phone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guarantor's Social Security Number

**\* Debtor is the company, Guarantor is the owner.**

**\*\*If more than one owner, please photocopy and have each owner complete.**



Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

State Of Sales Registration: \_\_\_\_\_

**BLANKET CERTIFICATE OF RESALE**

This is to certify that all material, merchandise, or goods purchased by the undersigned from

**REVENGE GOLF CART PARTS & ACCESSORIES**

1770 S Congress Ave

West Palm Beach, FL 33406

After \_\_\_\_\_ is purchased for the following purpose:

(date)

- Resale as tangible personal property
- Rental
- To be incorporated as a material or part of other tangible personal property to be produced for sale by manufacturing, assembling, processing, or refining.
- To be exported for sale, use, or consumption outside the continental limits of the United States.
- Other: \_\_\_\_\_

This certificate shall be considered a part of each order, which we shall give unless otherwise stated. This certificate is to continue in force until revoked.

CERTIF. BY: \_\_\_\_\_

NUMBER: \_\_\_\_\_ AS ITS: \_\_\_\_\_

**PLEASE COMPLETE THE ABOVE FORM AND RETURN TO:**

**REVENGE GOLF CART PARTS & ACCESSORIES**

1770 S Congress Ave

West Palm Beach, FL 33406

**INSTRUCTIONS FOR COMPLETING THIS CERTIFICATE. Please print or type.**

1. PURCHASER – Legal Company Name including any d/b/a's.
2. ADDRESS – Complete mailing address.
3. STATE OF REGISTRATION – This line should contain the state in which your certificate number is issued under. Please complete one form for each state of registration.
4. DATE – Fill in approximate date of first purchase from Revenge Golf Cart Parts & Accessories.
5. Please check applicable box, if other state reason.
6. CERTIFICATE NUMBER – This blank should contain your certificate number issued by the state in which you are registered.
7. BY – This blank is for an authorized person of your company to sign.
8. AS ITS – This blank is for the title of the person signing the form.

**NOTE: THIS CERTIFICATE IS NOT VALID UNLESS PROPERLY COMPLETED. FAILURE TO PROPERLY COMPLETE THIS FORM COULD RESULT IN REVENGE GOLF CART PARTS & ACCESSORIES BILLING SALES TAX ON PURCHASES MADE BY YOUR COMPANY.**



## Policies and Conditions

**Warranty and Returned Goods:** Revenge Golf Cart Parts & Accessories parts are warranted free of most defects for a period of 1 year from receipt of order unless damage was caused by improper installation or abuse (electronic parts are not eligible for warranty). Revenge Golf Cart Parts & Accessories will not be responsible for service calls, alleged harm, or damaged material resulting from the installation of our products. Revenge Golf Cart Parts & Accessories will repair or replace or issue a full credit at our discretion on products that prove to be defective in workmanship or material. Dealers must receive an RMA (Return Merchandise Authorization) *prior* to returning any parts. The Revenge Golf Cart Parts & Accessories Return Form must accompany all returns. **Freight is the responsibility of the dealer on all returns, warranty or other.** RMA numbers are valid for 45 days from issue date. There is a 20% restocking fee for non-warranty returns that are returned over 15 days from the purchase date. Only items that are currently stocked are eligible for return. All returns should be in the original packaging. Items returned without an RMA number are subject to refusal or a 25% restocking fee.

**Claims: DEALER SHOULD INSPECT ALL MERCHANDISE UPON ARRIVAL.** Shortages and damaged products must be reported to Revenge Golf Cart Parts & Accessories within 2 business days of receipt. Merchandise damaged in-transit must also be reported to Revenge Golf Cart Parts & Accessories for the company to claim the damage with the carrier. For truck freight (LTL), customers should either refuse shipments with exterior damage or write "damaged" on the Bill of Lading and contact Revenge Golf Cart Parts & Accessories within one business day. Freight companies have strict rules regarding claims; all claims must be filed within a 2-day window. Timeliness of reporting from Dealer is critical to claim success.

**Special Orders:** We will source special order parts or custom manufactured parts which are designated SPECIAL ORDER. These items may not be canceled once the order is placed and are not eligible for return.

**Backorders:** Unless otherwise requested by the dealer, any backorder item greater than \$10.00 will be shipped as soon as the item becomes available. Special order items may not be canceled.

**Same Day Order Processing:** Typically orders received by 1:00 pm EST will ship the same day. We process orders immediately and cannot guarantee that they can be changed once they are placed.

**Minimum Order:** The minimum order is \$50.00. New Accounts have an initial order minimum of \$2500. The minimum Annual Parts purchase is \$10,000.

**Credit Cards:** Visa, MasterCard, American Express and Discover are accepted for prepaid parts orders. If Dealer pays by credit card, Dealer represents that is the owner of or is authorized to use the credit card and Dealer authorizes Revenge Golf Cart Parts & Accessories to charge the credit card for all transactions, unless otherwise specified. If Revenge Golf Cart Parts & Accessories extends credit to Dealer, Dealer will be invoiced on the agreed upon terms. All credit card charges are subject to 3.5% processing fees.

**Accessorial Charges:** Accessorial charges are fees from our carriers for performing freight services (LTL) beyond normal pick up, transport and delivery. These charges are invoiced as flat fees. Common accessorial fees are in the catalog with amounts effective as of April 1<sup>st</sup> for catalog year. The list includes but is not limited to: Residential, Liftgate, Notification/Call ahead. Residential designation is assigned by the carriers. Accessorial fees are not exempt for orders qualifying for free freight.

**Currency:** If a sale is to occur (or the product is to be shipped) outside of the United States, Dealer acknowledges and agrees that the amount due Revenge Golf Cart Parts & Accessories is contracted in U.S. Dollars. If Dealer mistakenly pays in another currency, the Dealer is responsible for any deficiency due to conversion of funds into U.S. Dollars. International wires are frequently processed via Intermediary Banks after leaving the Dealer bank. Dealer is responsible for any Intermediary Bank fees deducted from the proceeds received by Revenge Golf Cart Parts & Accessories.



## Policy and Conditions cont'd

**Prices:** Prices, terms and conditions of sale are subject to change. Revenge Golf Cart Parts & Accessories is not responsible for typographical errors. Annual catalog pricing is effective as of April 1<sup>st</sup> for the catalog year.

**Revenge Golf Cart Parts & Accessories Website:** Each Dealer is responsible for maintaining users and access for their online login – both for order entry and online payment. Revenge Golf Cart Parts & Accessories will consider all orders or payments made via the website as valid and true.

**Trademarks:** Dealer will not use Revenge Golf Cart Parts & Accessories logos, trademarks, or other intellectual property rights without Revenge Golf Cart Parts & Accessories' written consent.

**Notices and Communications:** Dealer consents to receive all communication from Revenge Golf Cart Parts & Accessories and shall promptly notify Revenge Golf Cart Parts & Accessories in writing of all changes to Dealer's name, address, contact information and control/ownership of its assets.

**Hours:** Revenge Golf Cart Parts & Accessories is open from 8am - 5pm Monday – Friday, Eastern Standard Time.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_



## **USA MINIMUM ADVERTISED PRICING POLICY DEALER RETAIL LOCATIONS AND INTERNET ADVERTISING**

### **1. INTRODUCTION**

Revenge Golf Cart Parts & Accessories in this document also known as Revenge is a growing golf car parts supplier and actively growing nationwide network of quality dealers and retailers. One of our recent successes is partnering with ICON EV to supply ICON Parts Nationwide to their dealer network. At Revenge we want to protect your ability to profit, while at the same time discourage price-based advertising that would be detrimental to our dealer's sales, service, installation, and support efforts. As a Result Revenge & ICON EV has unilaterally established this Minimum Advertised Price ("MAP") Policy for the USA market that includes both retail locations and internet advertised pricings.

### **2. POLICY STATEMENT**

REVENGE, in its sole discretion, reserves the right to discontinue doing business with any reseller that incorrectly advertises and product(s) covered by this MAP / iMAP Policy at a price lower than MAP. Revenge in its sole discretion, also reserves the right to Adjust pricing at a higher price with any reseller not following guidelines set forth. This Includes the pricing of ICON EV Supplied Products.

### **3. GENERAL GUIDELINES**

- a. The products covered by this policy are listed in section 8, ("MAP Products"). Revenge may in its sole discretion modify this list from time to time.
- b. Revenge recognizes that dealers are free to make their own decisions to advertise and sell a Revenge supplied product at any price they choose, without consulting or advising Revenge. Similarly, Revenge will exercise its right to make its own decision regarding the Revenge Authorized Reseller Program which Includes ICON Authorized Dealer Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

- c. The MAP / iMAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone or online check out page.
- d. Revenge believes in maintaining a well-regulated and fair marketplace for all its authorized resellers. Please see the MAP FAQ's located on the website for current updated information on the MAP / iMAP Policy and enforcement.

#### **4. ADVERTISING GUIDELINES**

- a. The Map Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, mobile apps, or any other electronic media.
- b. The MAP Policy does not apply to solely on-premises or in-store advertising that is not distributed to customers publicly outside the store.
- c. Website features such as "click for price," automated "bounce-back" pricing emails, preformatted email responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the dealer (rather than by a customer) and thereby constitute "advertising" and violate this Imap Policy.
- d. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to Revenge supplied Products, so long as no price is listed.
- e. This MAP Policy also applies to any activity which Revenge determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for "group purchase" and the like.
- f. It shall not be a violation of this MAP policy to advertise in general that the reseller has "lowest prices" or will match or beat its competitors' price, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- g. From time to time, Revenge may permit resellers to advertise MAP products at lower than the MAP retail price. In such events, Revenge reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specific period of time by providing advanced notice to all resellers of such changes.
- h. From time to time, Revenge may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP Policy to advertise the availability of the



manufacturer's rebate, provided that: i. The advertisement includes a MAP-compliant price, the rebate amount, and the net price after the manufacturer's rebate in the same type size and style; ii. An asterisk is placed next to the net price after the manufacturer's rebate; and iii. "After manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

## **5. BUNDLING GUIDELINES**

a. "Bundling" or advertising Revenge or Revenge Supplied Products for sale together with other products will violate this MAP Policy when: i. The effective or stated price of the bundle represents a discount greater than 1% of the MAP; or ii. The product(s) bundled with MAP Products violate Revenge or ICON's Intellectual Property rights; or iii. The products(s) bundled with MAP Products violate the Revenge Trademark and Brand Policy; or iv. The product(s) bundled with MAP Products include the words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or v the effective or stated discounts is greater than 15% of the highest priced item in the bundle.

b. Product(s) bundled with the MAP Products must not, without conspicuous warning, be i. Technically incompatible; or ii. Likely to result in degradation of quality or performance of the associated MAP Product(s); or iii. In the case of creating or encouraging additional risk of damage, bodily injury, or death to the customer if used together.

c. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when; i. The effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or ii. The effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration and contingent future purchases.

d. Rebate programs from Revenge are exempt from this policy

## **6. AUTHORIZED CHANNELS**

a. Dealers may sell Revenge Golf Cart Parts & Accessories and their supplied products Including ICON EV Parts on their own website at MAP / iMAP pricing.

b. Revenge does not allow its Dealers to sell Revenge MAP / iMAP or Revenge supplied products MAP / iMAP products on third party e-commerce sites such as Amazon.com, Amazon Seller Central, Ebay, Walmart seller Central or similar websites.

c. Additionally, we do not allow iMAP products to be listed for shipping on Facebook Marketplace, Instagram, Pintrest, nor social media forums. Facebook MARketplace / Instagram forum listings may be only utilized for local pickup sales or installation and must adhere to iMAP/MAP policies. Failure to follow these dealer guidelines will violate the policy.

d. Revenge does not allow their dealer network to sell Revenge Supplied Products to other dealers.

## **7. POLICY ENFORCEMENT**

a. If a dealer with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Revenge will consider this to be a violation by the dealer.

b. Revenge reserves the right to cancel any pending orders, restrict future orders, adjust dealer pricing levels, or suspend dealers' accounts if Revenge reasonably believes; i. A dealer has violated the provisions of this policy; or ii. A dealer intends to violate this policy.

c. Revenge's MAP policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.

d. Waivers to this MAP Policy may be granted in Revenge Golf Cart Parts & Accessories sole discretion by the MAP Policy Administrator in writing. Revenge's Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP policy Administrator authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP policy.

e. Revenge monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any Revenge investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Revenge MAP Policy investigation is a violation of this MAP Policy.

f. The MAP Policy will be enforced by Revenge in its sole discretion and without notice. Dealers, distributors, and resellers have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed in an email to your Revenge Golf Cart Parts & Accessories Sales Manager.

## **8. LIST OF MAP PRODUCTS**

All Products found at [RevengeGolfCartParts.com](http://RevengeGolfCartParts.com) are considered MAP products. Note: once logged into the site there will be a dealer price, Retail price and MSRP. MAP will be Considered the Retail price until notified differently and can change without notice.



### Authorization

Revenge Golf Cart Parts & Accessories reserves the right to cancel any pending orders, restrict future orders, adjust dealer pricing, or suspend a reseller's account if it reasonably believes a reseller has violated the provisions of the MAP policy; or a reseller intends to violate the MAP policy. Revenge MAP / i MAP Policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as for determining appropriate consequences and sanctions.

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

Revenge Golf Cart Parts & Accessories

\_\_\_\_\_  
Title

IMPORTANT: No shipments will be made to any reseller without having completed this form and returning it to Revenge Golf Cart Parts & Accessories