



**Business Information**

Name of Business: \_\_\_\_\_

Legal (if different): \_\_\_\_\_

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**Description of Business**

No. of Employees: \_\_\_\_\_ In Business Since \_\_\_\_\_

**Business Structure (Circle One)**

Corporation Proprietorship Partnership Division/Subsidiary

Parent Company (if applicable): \_\_\_\_\_

**Marketing and Sales Procedures**

Internet Retail/Showroom Magazine/Mail Order Wholesale Dist

Federal Tax ID or SSN: \_\_\_\_\_

State Reseller Permit#: \_\_\_\_\_

Business License #: \_\_\_\_\_

**Owners, Partners, Principal Shareholders**

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

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

Drivers License #: \_\_\_\_\_ SSN: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Phone/Ext: \_\_\_\_\_

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

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

Drivers License #: \_\_\_\_\_ SSN: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Phone/Ext: \_\_\_\_\_

**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 Marcato International, and all parts in the submittal or purchase order will be processed in a timely manner.

**Payment Conditions:** The Buyer is aware that Marcato International 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 Marcato International on forms of payments of cash, cashier' check, or money order. The Buyer is not entitled to any credit or terms from Marcato International. 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 Marcato International. All personal information will be held confidentially by Marcato International and will only be used for credit checking purposes. All checks or charge backs that are returned to Marcato International for any reason are subject to a \$30.00 returned check fee. If any check is returned to Marcato International for any reason, the Buyer is fully aware that Marcato International 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 Marcato International must be paid by cash, cashiers check or money order. A company check will not be accepted as a 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. Marcato International does not accept personal checks. All sales are FOB Marcato International, 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 Marcato International until full payment has been received.

**Returns:** Please contact our sales department at (562) 698-8215 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, center bored, chromed, painted, mounted, scratched, etc.) will not be accepted for credit. Original shipping and handling charges are not refundable or creditable. All approved returns are for credit only; any refused shipments sent back to a Marcato International facility does not constitute the right to 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 Marcato International 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 Marcato International. Marcato International's 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 Marcato International 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 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 the tires are not covered by the warranty and therefore will remain the responsibility of the



**Bank References**

Name Of Bank: \_\_\_\_\_

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Tel: \_\_\_\_\_

Account #: \_\_\_\_\_

This is a:    Business Account    Personal Account

**Trade References**

Company Name(1): \_\_\_\_\_

Contact Name(1): \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Company Name(2): \_\_\_\_\_

Contact Name(2): \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Company Name(3): \_\_\_\_\_

Contact Name(3): \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

If you would like to have more than one card on file, please fill out the following sections. Once submitted, you will have to print out another dealer application to add more credit cards. All credit cards are subject to address verifications. If the billing address tested does not match, the credit card will be refused.

**Card 1**

Card Holder's Name: \_\_\_\_\_

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

\_\_\_\_\_

Card Type:    Visa    Master Card    American Express

Credit Card Number: \_\_\_\_\_

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

Please Enter V-Code: \_\_\_\_\_

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 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. Marcato International will not accept responsibility for damage due to lack of proper packaging or mishandling by any shipping company. Take steps to inform your customers of the responsibilities in order to avoid misunderstandings regarding the limits of coverage under this warranty.

**Contingencies:** Marcato International 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, act of local, state, national, civil, public agencies, or other authorities, utility or communications failures, accidents, strikes, transportation problems, or an act of cause that does not normally occur within the ordinary course of business.

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

**Company Policies:** It is understood that Marcato International is conducting business by trade only. The Buyer must be an established business with a current business license and business address and phone number. If the said Buyer does not meet these conditions, Marcato International has the right to refuse service at any time. If the Buyer is from the state of California, a seller's permit must be given to Marcato International 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 Marcato International, whether created under the application, an account arising from such application, or any obligation of Applicant to Marcato International regardless of the basis of source, whether now, or existing or hereinafter. In consideration for Marcato International extending credit to the above Applicant at my request I hereby personally guarantee the payment of all their obligations to Marcato International. I waive notice of acceptance of the Guarantee, notice of the sale of goods sold by Marcato International 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 the aforesaid. Marcato International shall not be required to institute legal proceedings against the debtor or Guarantor prior to a one Guarantor becoming obligated to make payment on the account pursuant to this guarantee. I do further agree that if this matter is placed on 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 entitles "Personal Guarantee" shall be binding and create obligations and duties on the part of 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 Marcato International at anytime is true and correct, and is furnished for the purpose of obtaining credit from Marcato International. I hereby authorize Marcato International 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 Marcato International 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 Marcato International applicable dealer and distributor agreements, invoices, price sheets, and other commercial forms and agreements and any additional or different terms and conditions in the applicant's business forms shall be void and of no effect. Applicant agrees that nothing herein shall constitute an agreement by Marcato International to supply all goods or extend any credit to applicant. Payment terms are of C.O.D. basis unless otherwise specified on the invoice.



**Card 2**

Card Holder's Name: \_\_\_\_\_

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

Card Type:    Visa    Master Card    American Express

Credit Card Number: \_\_\_\_\_

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

Please Enter V-Code: \_\_\_\_\_

**Card 3**

Card Holder's Name: \_\_\_\_\_

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

Card Type:    Visa    Master Card    American Express

Credit Card Number: \_\_\_\_\_

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

Please Enter V-Code: \_\_\_\_\_

**Agreement and Disclosures:** This application is submitted by the applicant to Marcato International to obtain credit. Marcato International reserves the right to decline credit to applicants or to change or revoke applicant's credit limit at the sole discretion of Marcato International in accordance with Marcato International credit policies. In completing this application for credit, the applicant and guarantors hereby agree that amounts are due and payable to Marcato International 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 Marcato International.

I hereby certify that the information in the Dealer Account Application is correct. The information included in this application is furnished on a strictly confidential basis in support of determining the qualification of this company as an official dealer of Marcato International, Inc. I also authorize Marcato International, Inc. to investigate the references and banks listed and other credit resources pertaining to our/my credit and financial responsibility. I agree not to do a chargeback under any circumstance when using a credit card, and agree to handle any disputes directly with Marcato International, Inc. I hereby accept to comply with all policies and conditions of sale provided by Marcato International, Inc. and understand that any violation of these policies and conditions could lead to cancellation of my account.

**Authorization and Sales Agreement**

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

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

Company Name: \_\_\_\_\_

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

**Additional Requirements**

- ❖ Copy of your business license
- ❖ 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

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562.698.8215

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