



## WHOLESALE DEALER APPLICATION

Fortune Automotive Design, Inc.  
369-55 Northfield Drive E  
Waterloo, Ontario, Canada N2K3T6  
www.fortunefflares.com | wholesale@fortunefflares.com

---

### Qualification Criteria

1. Conduct business from a commercial location;
2. Have a fully-functional website (E-commerce not required);
3. Complete Fortune Flares Dealer Application;
4. Provide copy of current business license and/or sales tax permit;

### Dealer Discount and Buy In

Because Fortune Flares does not require buy in, dealer discounts will be based on purchase volume. More purchases qualify the dealer for deeper discounts. Purchase frequency will also affect dealers' discounts.

If a dealer achieves a certain discount level, but ceases to make any purchases for a period of time, Fortune Flares has the right to adjust the discounts. All prices and discounts are subject to change without notice.

### Retail Customer Referral

Fortune Flares will refer potential customers to dealers based on location or specialty for a particular vehicle application. Fortune Flares will only assist DEALERS in sales-related matters if the transaction was done through the dealer, meaning that Fortune Flares will not answer sales-related inquiries from end users directly. Dealers bear the responsibility to handle all customer service-related issues, including, but are not limited to, obtaining tracking numbers, handling freight damage claims, claiming defects/warranties, and obtaining authorization for returns/exchanges.

### M.A.P.

To promote fair competition and to reduce price-wars between Fortune Flares dealers, all distributors are required to abide by Fortune Flares' Minimum Advertising Price policy, which is to advertise to retail customers, in any form, at no less than 15% off MSRP. The advertising forms include, but are not limited to, dealers' company website, online forums, catalogues, and other online marketplaces. Dealers found in violation of this policy will be immediately terminated.

### Method of Payment

Prepaid: Acceptable methods of payment are Credit Card and wire transfer for all dealers.

### Freight

Prices do not include freight charges. All merchandise will be shipped by the fastest, most economical method available. At dealer's request (and own risk), products can be shipped using their own trucking company.

### Termination

Fortune Flares reserves the right to terminate any account at its own discretion.

Initial: \_\_\_\_\_



## DEALER ACCOUNT APPLICATION

Fortune Automotive Design, Inc.  
369-55 Northfield Drive E  
Waterloo, Ontario, Canada N2K3T6  
www.fortuneflares.com | wholesale@fortuneflares.com

| (I) BUSINESS INFORMATION  |                   |         | (II) BUSINESS DESCRIPTION                           |                    |
|---|-------------------|---------|---|--------------------|
| NAME OF BUSINESS  |                   |         | NO. OF EMPLOYEES                                    | IN BUSINESS SINCE: |
| LEGAL NAME (IF DIFFERENT)   |                   |         | BUSINESS STRUCTURE (SOLE PROP., CORP., PARTNER/LLC) |                    |
| BUSINESS ADDRESS  |                   |         | PARENT COMPANY (IF APPLICABLE)                      |                    |
| CITY  |                   |         | MARKETING PROCEDURES (RETAIL, WEB, PUBLICATION)     |                    |
| PROVINCE / STATE  | POSTAL / ZIP CODE | COUNTRY |   |                    |
| PHONE   | FAX               |         |   |                    |
| EMAIL   |                   |         | TAX ID # (PROVINCIAL / FEDERAL)                     |                    |
| WEBSITE   |                   |         | RESELLER PERMIT # (IF APPLICABLE)                   |                    |
| <b>*IMPORTANT: PLEASE ATTACH A COPY OF YOUR BUSINESS LICENSE AND TAX ID NUMBER(S) WITH THIS APPLICATION</b> |                   |         |   |                    |

| (III) CONTACT(S) AUTHORIZED FOR ORDER PLACEMENT |           |                   |           |
|---|-----------|-------------------|-----------|
| (1) NAME  | JOB TITLE | DRIVERS LICENSE # | PHONE/EXT |
| HOME ADDRESS                                    |           | BIRTH DATE        | SIN / SSN |
| (2) NAME  | JOB TITLE | DRIVERS LICENSE # | PHONE/EXT |
| HOME ADDRESS                                    |           | BIRTH DATE        | SIN / SSN |

| (IV) CREDIT CARD INFORMATION  |                 |                    |
|---|-----------------|--------------------|
| CARDHOLDERS NAME  | BILLING ADDRESS |                    |
| CARD TYPE   | EXPIRATION DATE | CREDIT CARD NUMBER |
| V-CODE (last 3-digit number in the signature box on back of card for VISA and MASTERCARD, or 4-digit number above account number for American Express): _____ |                 |                    |

Initial: \_\_\_\_\_

## (M) POLICY AND CONDITIONS AGREEMENT

I hereby certify that the information in this 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 Fortune Automotive Design, Inc. I have read and agreed to the general Terms and Conditions published at <http://fortune-flares.com/terms-and-conditions>.

I hereby accept to comply with all policies and conditions of sale provided by Fortune Automotive Design, Inc. and understand that any violation of these policies and conditions could lead to termination of my account.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
JOB TITLE

\_\_\_\_\_  
DATE

Thank you for applying! When finished, please email to [wholesale@fortune-flares.com](mailto:wholesale@fortune-flares.com). If all information is completed, we will setup your account and send you a confirmation via email. Please verify that your email address is correct.

Initial: \_\_\_\_\_



## TERMS AND CONDITIONS

Fortune Automotive Design, Inc.  
369-55 Northfield Drive E  
Waterloo, Ontario, Canada N2K3T6  
[www.fortunefflares.com](http://www.fortunefflares.com) | [wholesale@fortunefflares.com](mailto:wholesale@fortunefflares.com)

---

All orders placed with Fortune Flares (phone, fax, mail, verbal, or e-mail), either directly or through another dealer, constitute the acknowledgment and acceptance of all of the conditions listed below:

### Warranty and Disclaimer

Items sold by Fortune Automotive Design, Inc. may not be legal for street use in all provinces, states, countries, etc. It is the Buyer's responsibility to comply with applicable provincial, state and/or federal laws. Buyer understands that due to strict safety crash guidelines, Fortune Automotive Design, Inc. is not responsible or liable for any damages or possible injuries incurred upon possible accidents due to driver error, incorrect installations, bad judgement, or act of nature/God, etc.

### Payment and Terms of Contract

All inquiries placed with Fortune Automotive Design, Inc. by phone, fax, mail, verbal, or e-mail about the availability, prices and terms of delivery of the individual products are considered non-binding. Once we have provided the total price of the goods inquired about including estimates for taxes, levies and shipping costs as well as the terms of payment and delivery, the Buyer may place their order.

If the Buyer places an order by phone, fax, mail, verbal, or e-mail on the basis of this information, this shall constitute a binding offer to enter into a purchase contract on their part. The Buyer will receive a written order confirmation by e-mail within 2 business days. If no confirmation of receipt of the purchase contract from Fortune Automotive Design, Inc. to the Buyer is received by e-mail and/or by payment for product(s) listed in the purchase contract within thirty (30) days of the date in which the purchase contract was created, the offer will expire and the purchase contract between Fortune Automotive Design, Inc. and the Buyer will be terminated.

Prices are subject to change at any time. Pricing does not include any applicable shipping charges, also the Buyer is responsible for any shipping costs and estimating and covering any VAT, GST, Duty, Tax, Handling fees, Customs clearance charges and/or other costs associated with the shipment. All prices are shown in Canadian Dollars (CAD). All shipments and orders must be prepaid. No COD's are acceptable. Payments can be accepted in the forms of VISA card, Master card, Discover, and American Express.

### Installation

All products require professional installation. Buyer understands that some products may require modifications for correct fitment. Minor adjustments may be necessary as part of the normal installation process. All hoods require hood pins for safety reasons. All fibreglass and/or carbon fibre products will not sustain any force or weight, for they could be cracked by such force or weight.

Fortune Automotive Design, Inc. has made an effort to produce all its aftermarket products to fit the original factory automobile as closely as possible. However, some occasional prepping may be necessary for an ideal fit. The Buyer needs to perform these steps to his/her satisfaction before installation. If the Buyer wishes to paint the products, he or she must pre-fit the parts to the automobile before painting to ensure proper fit. There are absolutely no returns on painted products.

Initial: \_\_\_\_\_

## **Shipping Damage**

Fortune Automotive Design, Inc. packs all products carefully to prevent damage during shipping. However, damage may still occur occasionally in transit. Buyer must inspect the packaging and the products carefully upon receiving them, then accept the shipment and notate any damages and irregularities, such as crushed, torn, punctured, or broken parts on both the packaging and the product, on the freight bill or receipt at the driver's presence.

Buyer must retain all cartons, packing materials, and damaged products for the carrier's damage inspector to inspect. Do not refuse shipment or return it without approval, because the Buyer's right to make a damage claim may be denied. A signed receipt without any notation indemnified the carrier as well as Fortune Automotive Design, Inc. from any further damage claim. Discovery of damages after a clear delivery becomes the responsibility of the Buyer.

All damages must be notified to carrier AND Fortune Automotive Design, Inc. within 24 hours by e-mail. In cases of damage with proper notation on receipt, the carrier will determine whether to pay for repair cost or replacement value of the damaged goods after damage inspection. Replacement value is the amount the Buyer paid to Fortune Automotive Design, Inc. and is not negotiable. All disputes about the settlement amount should be addressed with the carrier. Fortune Automotive Design, Inc., under no circumstances, shall be liable for the damaged product or for subsequent settlement of the claim with the carrier.

## **Defective Products**

All products require professional installation. Minor adjustments might be necessary. These are normal body work and installation steps. Therefore it is NOT considered to be defective. Pictures are required to demonstrate true defects on products prior to return. See below for information on our return policy.

## **Returns**

Special orders cannot be returned. If the Buyer decides to return any part of the ordered item, he or she must contact Fortune Automotive Design, Inc. by e-mail and receive a return authorization within three (3) days of receiving the parts. A Return Authorization number (RA number) will be issued to the Buyer by Fortune Automotive Design, Inc., and it must be written on the outside of the packag(es) being returned. Returned products must be received back at Fortune Automotive Design, Inc. within ten (10) days of issuing the return authorization. There is no return for any parts that have been used, modified, painted, or installed.

All returned products are subject to a 30% restocking fee, and shipping and handling fees are not refundable. All products which are approved for return are for store credit only. All products returned must be in the original shipping carton in the same condition as it was originally delivered or shipped. Only the original Buyer may request for a return of products. Defective items may be exchanged for the same item only. Upon receipt of returned parts, Fortune Automotive Design, Inc. shall inspect the parts to determine their exact condition. If Fortune Automotive Design, Inc. does not accept the goods as being defective and/or returnable, Buyer must accept any incurred costs.

All returns, regardless of the underlying reason, must be sent shipping prepaid. Any returns sent shipping collect or without RA number will be refused and returned to the Buyer at his or her own expense. Shipping costs to and from the purchaser are not refundable. Buyer is advised to insure the returned goods for their full value for his or her own protection. Otherwise, neither Fortune Automotive Design, Inc. nor the shipping company would be responsible for any damage or loss in shipment. Refund will not be issued on returned products that are damaged on the way back to Fortune Automotive Design, Inc.

## **Pre-Orders and Special Orders**

All pre-order and/or special order product(s) require a minimum, non-refundable deposit of 50% of the sales total. If there is cancellation by the Buyer for any reason, the deposit is forfeited immediately. In addition, Fortune Automotive Design, Inc. is not responsible for any late shipments. Buyer shall not be entitled to charge backs, reductions of price, or other offsets as a result of late shipment.

Initial: \_\_\_\_\_

**Shipping and Production Delays**

Fortune Automotive Design, Inc. produces our product(s) on a made-to-order basis with a minimum 4-6 week turnaround time from payment of order to shipment of requested product(s). However, in case a delay in production is necessary, Fortune Automotive Design, Inc. will ship the product(s) as soon as they are ready. All orders must be cancelled within five (5) days from when the order is placed, or before the product(s) are ready, whichever is sooner. Otherwise, the parts will automatically be shipped to the Buyer. Please allow 5-10 working days for product(s) to arrive once you have received shipping confirmation. All shipping dates are approximate. Buyer is fully responsible for all shipping charges, unless otherwise negotiated with Fortune Automotive Design, Inc. Shipping to residential addresses (as opposed to business addresses) will incur additional costs.

**Contingencies**

Fortune Automotive Design, Inc. shall not be liable for any failures to produce product(s) to Buyer when the cause of such failure is the result of the forces of nature, labour disputes, supplies or material shortage, acts of local, state, national, civil, or other authorities or public agencies; utility or communication failures, accidents, strikes, transportation problems, or any act or cause that does not normally occur in the ordinary course of Fortune Automotive Design, Inc.'s business. All parts shall remain the property of Fortune Automotive Design, Inc. until paid in full. All prices and specifications are subject to change without notice. Shipping costs are non-refundable. All special orders are non-returnable.

Initial: \_\_\_\_\_