



Dealer Application Package

Greetings!

Thank you for your interest in becoming a Red Hawk Dealer, a leading aftermarket parts and accessory distributor in the golf car industry, selling directly to Dealers, rather than consumers.

Red Hawk prides itself in delivering the best Dealer experience possible, below are a few things that make us stand out in our industry.

- Comprehensive, Full Color Parts and Accessories Catalog
- 4 distribution centers, reaching most of the continental US in 1-2 days
- Over 4000 items available
- Dedicated Account Manager and Sales Team, creating backup in processes and dealer support
- Weekly 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 retail location with acceptable commercial signage and freight carrier access
- A maintained retail display area for parts and accessories
- Regular posted business hours
- Minimum Initial Order of \$2,500
- Minimum Annual Parts Purchase of \$10,000

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 RedHawk@golfcart.com

If you have any questions, please call Red Hawk Sales at 866-666-7278

Thank you again for your interest. We look forward to receiving your completed application and additional documents. Red Hawk 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 ☐ Net Terms

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 Red Hawk, LLC 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 Red Hawk 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 Maryland 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 Baltimore County, Maryland. The undersigned shall not transfer or assign this agreement without the prior written consent of Red Hawk, LLC.

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 Red Hawk, LLC, 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 Red Hawk, LLC, 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 Maryland. The undersigned agrees that in the event of a dispute, personal jurisdiction and venue shall be in Baltimore County, Maryland. 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 Red Hawk, LLC hereunder, including principal, interest and late charges, attorney's fees and collection costs and expenses.
- 4) Undersigned authorizes Red Hawk 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
RED HAWK, LLC
1212 65th STREET
ROSEDALE, MD 21237

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:
RED HAWK, LLC
1212 65th STREET
ROSEDALE, MD 21237

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 Red Hawk.
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
RED HAWK BILLING SALES TAX ON PURCHASES MADE BY YOUR COMPANY.



Policies, Terms, and Conditions

Warranty and Returned Goods: Red Hawk 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). Red Hawk will not be responsible for service calls, alleged harm, or damaged material resulting from the installation of our products. Red Hawk 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 Red Hawk 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 90 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 20% restocking fee.

Claims: DEALER SHOULD INSPECT ALL MERCHANDISE UPON ARRIVAL. Shortages and damaged products must be reported to Red Hawk within 2 business days of receipt. Merchandise damaged in-transit must also be reported to Red Hawk LLC for the company to claim the damage with the carrier. For truck freight (LTL), customer should either refuse shipments with exterior damage or write "damaged" on the Bill of Lading and contact Red Hawk 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.

Controller Core and Warranty Policy: For each controller shipped to a dealer, the dealer is invoiced a fully refundable Core Charge. Cores must be returned within 90 days of purchase to be eligible for a credit. Credit will be issued upon receipt of a rebuildable core. Controllers returned for warranty consideration must be in acceptable condition. The Red Hawk Return Form must accompany all returns. **Freight is the responsibility of the dealer on all core and warranty returns.** Dealers are expected to pay the Core Charge when the original invoice is due, otherwise finance charges may accrue and the account may be placed on hold. Warranty repair turn-around time is typically 4-6 weeks. If a controller is needed prior to this, a new order must be placed; this is considered an additional purchase and is not a replacement. If a Controller is being returned for any other reason an RMA number must be obtained.

Rebuilt Controller Warranty: Rebuilt controllers are under a limited warranty for one year from date of purchase.

New Controller Warranty: New controllers are under a limited warranty for one year from date of purchase for GE Controllers and two years from date of purchase for Alltrax controllers.

Special Orders: We will source special order parts or custom manufactured parts which are designated SPECIAL ORDER. These items may not be cancelled 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 cancelled.

Same Day Order Processing: Typically orders received by 2:00 pm EST will ship same day. We process orders immediately and cannot guarantee that they can be changed once they are placed.

Minimum Order: The minimum order is \$25.00. New Accounts have an initial order minimum of \$2500. The minimum Annual Parts purchase is \$10,000.



Policy, Terms and Conditions cont'd

Payment Terms: A signed Account Application and a copy of the Dealer's Resale Certificate are required prior to any orders being shipped. Terms are net 30 from invoice date for dealers with established credit and in good standing. Account balances over 30 days will be subject to a 1.5% per month finance charge. Any account 30 days past due will be placed on hold until funds are received. Terms and credit limits may change at the discretion of Red Hawk. All new accounts will be set up as Credit Card until credit is established.

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 Red Hawk to charge the credit card for all transactions, unless otherwise specified. If Red Hawk extends credit to Dealer, Dealer will be invoices on the agreed upon terms.

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 1st 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 Red Hawk 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 Red Hawk.

Prices: Prices, terms and conditions of sale are subject to change. Red Hawk is not responsible for typographical errors. Annual catalog pricing is effective as of April 1st for the catalog year.

Red Hawk Website: Each Dealer is responsible for maintaining users and access for their online login – both for order entry and online payment. Red Hawk will consider all orders or payments made via the website as valid and true.

Trademarks: Dealer will not use Red Hawk, RHOX or Admiral names, logos, trademarks, or other intellectual property rights without Red Hawk's written consent.

Notices and Communications: Dealer consents to receive all communication from Red Hawk and shall promptly notify Red Hawk in writing of all changes to Dealer's name, address, contact information and control/ownership of its assets.

Hours: Red Hawk is open from 8am -5pm Monday – Friday, Eastern Standard Time.

Signature: _____

Printed Name: _____

Date: _____