



Company Information

Entity Legal Name: _____ Phone: _____ Fax: _____

DBA (if any): _____ Type of Business: (Parts/Service/Other) _____

Country Where Entity Registered: _____ Registration Number/TIN: _____

Mail To Address: _____ City, State, Zip: _____

Ship To Address: _____ City, State, Zip: _____

Corporation - State Incorporated: _____ Partnership Sole Proprietorship LLC Other _____

Year Business Started: _____ Industries served: _____ Dealer Franchises: _____

Website URL: _____ Estimated Yearly Purchases: \$ _____

Credit Amount Requesting? _____ PO Required?: Attached copy of resale certificate

Payment Contact Name: _____ Phone: _____

Payment Contact Email: _____ Invoices/Statements Email: _____

Parts Manager: _____ Email: _____ * Yes No

Parts Department: _____ Email: _____ * Yes No

* We send all of our important parts and company information via email, please opt in. On each email you have the option to opt out.

Officer/Executive/Senior Management Information (List name, title, and email for senior leadership in company)

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____

Owner Information (List name and % ownership of any Owners with 25%+ ownership interest)

Name: _____ Percentage Ownership: _____

Broker Designation - We make every effort to interface with your designated Customs Broker to insure that they are getting sufficient information to clear your shipments quickly and with the appropriate duties. Because customs regulations periodically change, we communicate with your broker. Please designate below the name of your broker for truck shipments and small package shipments (UPS, FedEx, etc.). If your Customs Broker changes, please contact us with updated information. Thank you for your assistance.

Small Package Shipments

Truck Shipments

Customs Broker: _____

Customers Broker: _____

Contact Name: _____

Contact Name: _____

Phone: _____ Fax: _____

Phone: _____ Fax: _____

Email: _____

Email: _____

I certify that all the information on this Application & Agreement is correct. The Standard Terms and Conditions have been carefully read by the undersigned and are fully understood to represent the agreement under which applicant and Velocity Vehicle Group Carolinas III, LLC DBA Aftermarket Parts will conduct business. By signing this document the undersigned agrees and accepts the terms and conditions including warranty information as stated in the Standard Terms and Conditions. An electronically signed copy delivered by email or other means of electronic transmission is deemed to have the same legal effects as an original signed copy. The undersigned represents that he/she has the authority to execute this document.

Signature of Owner/Officer _____ Name Printed _____ Title _____ Date _____

Bank Information for International Wire Transfers paid in US Dollars

Bank Routing Number: 021000021

SWIFT Code: CHASUS33

General Bank Reference Address: JP Morgan Chase, New York, NY 10017

Account Number: 793791556

Account Name: Aftermarket Parts

Updated 02.2023

Your company name as listed on your account must be on the wire transfer to identify your payment.

Standard Terms and Conditions – International (Proforma)

These are the standard terms and conditions for international customers offered by Velocity Vehicle Group Carolinas III, LLC DBA Aftermarket Parts, hereinafter referred to as “Aftermarket Parts”. These Standard Terms and Conditions (hereinafter, “Agreement”) shall apply to all parts purchased by you from Aftermarket Parts.

Exclusivity: No territorial protection or exclusivity of any kind is granted by this Agreement.

Prices: Appropriate pricing information will be provided upon approval by Aftermarket Parts of the Application and this Agreement. Quoted availability is subject to change prior to sale. Prices are quoted as EXW. As used herein, the term EXW, ExWorks, and other shipping terms shall be as defined in Incoterms 2020.

(ExWorks) — New Bern, North Carolina, USA. All merchandise will be invoiced at the price in effect at the time of shipment. All prices are in U.S. Dollars and prices are subject to change without notice unless otherwise specified.

Acceptance or Rejection of Purchase Orders: Aftermarket Parts may, in its sole discretion, accept or reject any purchase order. Aftermarket Parts may accept any purchase order by responding to the order with an acceptance or a rejection (whether by written confirmation or rejection, invoice, email, or otherwise) or by making the parts available for shipment, whichever occurs first. No order is binding on Aftermarket Parts unless accepted by Aftermarket Parts as provided in this Agreement.

Aftermarket Parts may, in its sole discretion, without liability or penalty, cancel or amend any purchase order accepted by Aftermarket Parts hereunder, in whole or in part: (1) if Aftermarket Parts discontinues its sale of the parts or reduces or allocates its inventory of the parts; (2) if Aftermarket Parts determines that you are in violation of your payment obligations or are otherwise in breach of this Agreement; or (3) as otherwise set forth in this Agreement.

Terms: Payment must be received in full before any orders will be released. All payments must be made by wire transfer to our bank. All payments are to be in U.S. Dollars. Appropriate bank information for wire

transfer is provided above.

Invoicing: A priced packing slip will accompany every order. An invoice will be emailed for each shipment. You shall notify Aftermarket Parts of any dispute with an invoice (along with substantiating documentation) within 10 days from the date of the invoice. You are deemed to have accepted all invoices for which Aftermarket Parts does not receive timely notice of disputes and shall timely pay all amounts due under these invoices. The Parties shall seek to resolve all disputes expeditiously and in good faith. Notwithstanding anything to the contrary, you shall continue performing your obligations under this Agreement during any dispute, including, without limitation, your obligation to pay all invoice amounts when due, including any disputed invoices.

Statements: We send a monthly statement detailing each outstanding transaction. We strive to send this on the first business day of each month. Remittance Advice or a copy of the statement explaining your payment, must accompany payment.

Finance Charges: A 1.5% per month (18% annual percentage rate) finance charge or the maximum allowed by law, whichever is less, will be applied to all past due balances which have not been paid by the end of the month following that of purchase.

Errors: If you feel there has been an error, you must notify Aftermarket Parts in writing within 30 days of the date of the shipment in question. Any dispute or controversy arising out of this contract, including the sale of merchandise or the furnishing of services, shall be determined by the laws of the state of North Carolina, USA. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina, USA in each case located in the County of Craven, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

No Setoff: You shall perform your obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Aftermarket Parts, whether under this Agreement or applicable law.

Termination: Aftermarket Parts may terminate this Agreement for any reason at any time by written notice. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. Three consecutive months of account inactivity by you relinquishes all your rights and privileges granted in this Agreement.

Special Orders: Special ordered parts cannot be canceled or returned. Payment in full is required on all special order parts before they are placed on order.

Returns: All returns must be authorized with our return materials authorization (RMA) number prior to return. All returns are subject to a restocking charge. Returned items must be unused and in new and saleable condition. A copy of the original purchase invoice must accompany all returned items. Items returned within 30 days after date of purchase will be credited less 15% of purchase price. Items returned 31 to 60 days after date of purchase will be credited less 30% of purchase price. No credit will be allowed on items returned after 60 days from the date of purchase. You are responsible for all freight, insurance, customs, and broker charges on return shipments. Parts must be returned to: Aftermarket Parts, 150 Market St., New Bern, NC 28560, USA.

Backorders: Backorders generated from a shipment will be held for shipment with your next order unless you specified other arrangements.

Freight: All prices are quoted as EXW (ExWorks) New Bern, NC, USA. Therefore, you are responsible for all freight, insurance, clearance, duties and taxes that will be incurred on the shipment. Two options to fulfill this obligation are as follows:

1. Designate a freight forwarder or air carrier with whom you have an account so that all freight charges will be incurred by you. You can then ask your carrier to contact us when they are ready to pickup the shipment from our loading dock.
2. Allow us to choose a carrier for you. If this is the case, we will need payment of all freight charges included with your wire transfer when you pay for the parts. After freight payment is received, the freight will be delivered to a major airport designated by you and consigned to your broker for them to arrange customs clearance.

Broker and/or Freight Forwarder will need to be indicated on each Purchase Order. You MUST designate a broker for each shipment.

All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes or charges imposed by any governmental authority on any amounts payable by you under this Agreement. You are responsible for payment of all charges, costs, taxes, and other fees imposed by any governmental authority related to your purchase, sale, or distribution of the parts.

Transit Losses: The responsibility of Aftermarket Parts ceases when shipments have been accepted by

the carrier. Insurance for shipment is your responsibility.

Limited Warranty: Aftermarket Parts warrants to the original purchaser that parts warranted by it shall be free from defects in material and workmanship under normal use for 180 days from the date of retail sale. Aftermarket Parts's sole obligation under this warranty is limited, at Aftermarket Parts's option, to replacement of the part at no charge or an extension of credit for the cost of the part, provided that the return is pre-authorized and that the part is returned, prepaid including freight, customs and broker charges, to Aftermarket Parts and determined by Aftermarket Parts to be defective in material or workmanship. This warranty shall not apply to any part which has been damaged due to negligence, accident, misuse, misapplication, improper installation or maintenance, or which has been repaired or altered in any way which in the judgment of Aftermarket Parts would impair the performance of the part.

Any claims arising out of this limited warranty must be made in writing to Aftermarket Parts within 30 days of the part(s) failure, but in no instance, more than 210 days after the original purchase.

Parts sold by Aftermarket Parts may also be subject to a warranty provided by the part manufacturer ("OEM Warranty"). Aftermarket Parts assumes no liability under or responsibility for any OEM Warranty. Please refer to the manufacturer for any claims under an applicable OEM Warranty.

Exclusion of other remedies: This limited warranty and the obligations and liabilities of Aftermarket Parts hereunder are exclusive and in lieu of all warranties, expressed or implied, including any implied warranty or guaranty of merchantability or fitness for a particular purpose, and is also in lieu of all other obligations or liabilities of Aftermarket Parts, including any obligation or liability arising from contract, tort or otherwise for damages, whether direct, indirect or consequential. The foregoing warranty states Aftermarket Parts's entire and exclusive remedy for any claim of damages in connection with the sale of Aftermarket Parts's parts. Except as expressly provided hereinabove, there are no other warranties, expressed or implied, made by Aftermarket Parts and Aftermarket Parts neither assumes nor authorizes any other person or firm to assume for it any other obligation or liability in connection with the sale of its parts.

This limited warranty applies to the defective part only and will not cover secondary parts damage, labor, travel time, or mileage.

Limitation of Liabilities: In no event will Aftermarket Parts be liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value of your business, arising out of or relating to any breach of this warranty or the failure of parts at issue, regardless of: (i) whether the damages were foreseeable; (ii) whether or not Aftermarket Parts was advised of the possibility of the damages; and (iii) the legal or equitable theory

(contract, tort or otherwise) on which the claim is based. IN NO EVENT SHALL AFTERMARKET PARTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO AFTERMARKET PARTS PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000, WHICHEVER IS LESS.

Indemnification: You shall indemnify, defend, and hold harmless Aftermarket Parts and its parent, officers, directors, shareholders, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "Losses"), incurred by Indemnified Party out of or relating to any claim of a third party relating to or alleging:

- (a) a breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by you;
- (b) any bodily injury, death, or damage to real or tangible personal property caused by your negligent acts or omissions;
- (c) any infringement, dilution, or other violation of any third-party trademark rights;
- (d) any failure by you to comply with any applicable laws; or
- (e) any negligent or more culpable act or omission of you in connection with the performance of your obligations under this Agreement.

Compliance with Laws: You shall at all times comply with all laws applicable to the operation of your business, the parts, this Agreement, and your performance hereunder. You shall also comply with Aftermarket Parts Business Partner Code of Conduct available on our website www.rightparts.com under *About Us* [\[Click Here\]](#).

Compliance with Antiboycott Laws: You:

- (a) shall comply with all U.S. antiboycott laws and regulations, including, but not limited to, the Anti-Boycott Act of 2018 and the Internal Revenue Code (collectively, "Antiboycott Laws");
- (b) shall not take any action that violates the Antiboycott Laws; and
- (c) shall not, in connection with or relating in any way to this Agreement and without limiting the generality of the foregoing:
 - (i) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States;
 - (ii) discriminate against, or agree to discriminate against, any person on the basis of race, religion, sex, national

- origin, or nationality;
- (iii) furnish, or agree to furnish, information about the race, religion, sex, national origin, or nationality of another person;
- (iv) furnish, or agree to furnish, information about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States; or
- (v) implement letters of credit containing terms or conditions prohibited by the Antiboycott Laws.

Export Regulation: The parts, including any software, documentation, and any related technical data included with, or contained in, such parts, and any products utilizing any such parts, software, documentation, or technical data (collectively, "Regulated Parts") may be subject to U.S. export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. You shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Regulated Parts to any jurisdiction or country to which, or any party to whom, or for any use for which, the export, reexport, or release of any Regulated Parts is prohibited by applicable federal or foreign law, regulation, or rule. You shall be responsible for any breach of this Section by you, and your successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers, or vendors. You shall comply with all applicable federal and foreign laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Regulated Parts. You shall provide prior written notice of the need to comply with such laws, regulations, and rules to any person, firm, or entity which you have reason to believe is obtaining any such Regulated Parts from the customer with the intent to export or reexport.

No OFAC Investigations:

1. Neither you nor any of your subsidiaries or, to the best of your knowledge, any of you or your Subsidiaries' officers, directors, managers, agents, or employees is a person who (a) is currently the subject of any investigation by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other governmental entity imposing economic sanctions or trade embargoes ("Sanctions Investigation"), or (b) is directly or indirectly owned or controlled by any person who is currently the subject of a Sanctions Investigation.
2. You shall promptly upon becoming aware thereof notify Aftermarket Parts when (a) you or any of your subsidiaries, or any of you or your subsidiaries' officers, directors, managers, agents, or employees becomes the subject of any Sanctions Investigation, or (b) any person who directly or indirectly owns or controls you becomes the subject of any Sanctions Investigation.

OFAC Representations and Covenants:

1. You represent that you are in compliance with all laws administered by OFAC or any other Governmental Entity imposing economic sanctions and trade embargoes (“Economic Sanctions Laws”) against designated countries (“Embargoed Countries”), regimes, entities, and persons (collectively, “Embargoed Targets”). You represent that you are not an Embargoed Target or otherwise subject to any Economic Sanctions Law.
2. You shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, you shall not (a) directly or indirectly export, re-export, transship, transfer, or otherwise deliver the parts or any portion of the parts to an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.
3. To the best of your knowledge, the monies used to fund your purchase of the parts were not funded by or otherwise derived from (a) the government of, or any person within, any country that is the target of any Economic Sanctions Laws or (b) any person who is named on the Specially Designated Nationals and Blocked Persons List or other similar lists maintained by any governmental entity pursuant to any Economic Sanctions Laws (“Designated Person”).
4. You represent that you are not (a) directly or indirectly owned or controlled by any person currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC or other similar list maintained by any governmental entity (collectively, “SDN List”), or (b) directly or indirectly owned or controlled by any person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.
5. You shall promptly upon becoming aware thereof notify Aftermarket Parts when you become directly or indirectly owned or controlled by any person (a) included on the then-current SDN List, or (b) located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

Foreign Corrupt Practices Act: You represent that you and your representatives are in compliance with the Foreign Corrupt Practices Act of 1977, as amended

(“FCPA”). Neither you nor any of your Representatives have:

- (a) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action;
- (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds;
- (c) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or
- (d) failed to disclose fully any contribution or payment made by you (or made by any person acting on its behalf of which you are aware) that violates the FCPA.

You shall, and shall cause your representatives to, comply with the FCPA, including maintaining and complying with all policies and procedures to ensure compliance with the FCPA.

Entire Agreement: This Agreement, including and together with any related exhibits, schedules, attachments, and referenced links and the Purchase Order Transaction Terms, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral. The Purchase Order Transaction Terms shall include a list of parts to be purchased, the quantities ordered, the requested delivery date, and the applicable shipping term and delivery point. The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any of your general terms and conditions contained in any purchase order or other document issued by you.

Amendments: No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

Opportunity to Negotiate: Both parties have had the opportunity to negotiate, review, and comment upon this Agreement and obtain independent legal advice with respect to the content, meaning, and legal effect of this Agreement.

Waiver: No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by an authorized representative of the Party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.

Quotes, Orders & Shipping • Information Sheet

Quotes

All prices are quoted as EXW (Ex Works) New Bern, NC, USA. Therefore, you are responsible for all freight, insurance, clearance, duties and taxes that will be incurred on this shipment.

Manufacturers' names and part numbers are for reference purposes only. We do not suggest or imply that any item is that of or is endorsed by the original manufacturer. Prices are subject to change without notice. Prices are in US dollars.

Payment: Must be received in full before any order will be released. All payments will be made by wire transfer credit to our bank. All payments are to be in U.S. Dollars. Appropriate bank information will be provided for wire transfer.

Orders

Stocking Part Orders: We will release the order for shipping when we have full payment.

Special Orders: Special ordered parts cannot be cancelled or returned. Payment in full is required on all special ordered parts before Aftermarket Parts will place the order. Incoming freight charges will be added to all special orders.

Backorders: Backorders generated from a shipment will be held for shipment with your next order unless you specify other arrangements.

Shipping

Broker and/or Freight Forwarder: Will need to be indicated on each Purchase Order. You must designate the broker on all shipments. All shipments are EXW (Ex Works) - New Bern, NC, USA.

Transit Losses: The responsibility of Aftermarket Parts ceases when shipments have been accepted by the carrier. Insurance for shipment is your responsibility.

Because you are responsible for the freight charges, you have the choice of the following:

- Designate freight forwarder or air carrier with whom you have an account so that all freight charges will be incurred by you. You can then ask your carrier to contact us when they are ready to pickup the shipment from our loading dock.
- Allow us to choose a carrier for you. If this is the case, we will need payment of all freight charges included with your wire transfer when you pay for the parts. After freight payment is received, the freight will be delivered to a major airport to be designated by you and consigned to your broker for them to arrange customs clearance.



150 Market Street, New Bern, NC 28560
 Phone 800.487.2335, 252.633.2155 Fax
 252.633.3701
 www.rightparts.com ar@rightparts.com

**Proforma
 International Distributor
 Application & Agreement**

Broker Designation Form

Date: ____/____/____

Company: _____ Phone: _____

Attention: _____ Fax: _____

Email: _____

We make every effort to interface with your designated Customs Broker to insure that they are getting sufficient information to clear your shipments quickly and with the appropriate duties. Because customs regulations periodically change, we may communicate with your broker.

Please designate below the name of your broker for truck shipments **and** small package shipments (UPS, FedEx, Emery, etc.).

Truck Shipments

Customs Broker: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Small Package Shipments

Customs Broker: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

If your Customs Broker changes, please contact us with updated information. Thank you for your assistance.

 Signature Printed Date

This Broker Designation Form may be signed and delivered via facsimile or email. Transmission of images of the signed document by facsimile, email or other electronic means shall have the same effect as the delivery of the original signed document.

REPLACEMENT PARTS FOR JOHN DEERE, TIGERCAT, TIMBERJACK AND MORE!

PLANETARY

- Clark/Dana
- Eaton
- Franklin
- GKN
- John Deere
- Rockwell/Meritor/AxleTech



DIFFERENTIAL

- Clark/Dana
- Eaton
- Franklin
- John Deere
- NoSpins by Eaton Performance
- Rockwell/Meritor/AxleTech



BRAKES

- Ausco
- Bendix
- Clark/Dana
- Mico
- Rockwell/Meritor
- Wagner



FRAME

- Franklin
- Hydro-Ax
- John Deere
- Prentice
- Ranger
- Tigercat
- Timberjack
- Tree Farmer



HYDRAULIC

- Barnes
 - Commercial/Parker
 - Eaton/Cessna/Char-Lynn
 - Geartek
 - Hydreco
 - Permco
- ALSO CYLINDERS & SEAL KITS



EXHAUST

- Caterpillar
- Franklin
- Hydro-Ax
- John Deere Forestry and Construction
- Prentice
- Timberjack



WINCH

- Allied/Clark
- Can Car 20/Shony
- Gearmatic - 19, 119
- Hercules/Eaton/Timberjack
- John Deere - 4000 & 6000 Series



TRANSFER CASE

- Franklin
 - New Process
 - Okubo
 - Timberjack
- HYDRAULIC POWER TRANSMISSION
- Tigercat-Funk Pump Drive



DRIVELINE

- Dana/Spicer
- Rockford/Mechanics
- Rockwell/Meritor



CLUTCH

- Lipe Style
- Rockford



TRANSMISSION

- MANUAL
- Eaton/Fuller
 - New Process



FELLING HEAD

- Tigercat
- Waratah/Koehring
- John Deere



POWERSHIFT

- Clark/Dana
- John Deere

GRAPPLES

- John Deere
- Tigercat
- Timberjack
- ESCO



SWING GRAPPLES

- Caterpillar
- ESCO



Manufacturers' names and part numbers are for reference purposes only. We do not suggest or imply that any item is that of or is endorsed by the original manufacturer.