



## Worldwide Standard Reseller Agreement and Policies

(revised January 2018)

**Moore's Ideal Products, LLC (MIP)** has produced quality tools and model car accessories in the USA since 1978. Our high performance products are widely used in the USA, and with MIP's success at more than six World Championships we have also won a winning reputation internationally. Working with distributors is MIP's main channel for selling to the vast network of hobby dealers. MIP offers direct customer service to customers at [support@miponline.com](mailto:support@miponline.com) during business hours 6:30am to 2:30pm Monday thru Friday PST.

*Thank you for choosing MIP!*

Eustace Moore, Jr., MIP Founder and CEO

**DISCOUNT LEVEL:** See your Welcome Letter for Applicable Discount off MSRP (some exceptions apply).

**ONLINE ORDERING:** (International and Other Distributors may not be eligible)

1. Register at [www.miponline.com](http://www.miponline.com)
2. Wait for E-Mailed approval, if eligible.
3. Place all orders via your online account.
4. Payment via credit card or PayPal.

**MANUAL ORDERS:** Email your manual orders to [sales@miponline.com](mailto:sales@miponline.com) or fax to 866-599-5044. You will be billed the actual shipping cost for each manual order you place. Credit Card orders not placed online will be charged a 4.5% processing fee paid through PayPal, Wire Transfer fee is \$45.00, request wire instructions at [sales@miponline.com](mailto:sales@miponline.com).

**PAYMENT POLICY:** Limited Net 30 Accounts may be applied for <http://www.miponline.com/pdf/MIPLLC%20Customer%20Credit%20App.pdf>

TERMS: Approved accounts are net 30 days.

LATE CHARGES: Accounts 5 days past due are subject to a 1.67% per month late charge added to the average monthly balance (20.0% Annual Percentage Rate) plus collection fees. MIP is entitled to reasonable attorney and collection fees.

RETURNED CHECKS: A \$45.00 return fee will be charged to you for any returned checks. Late charges will apply.

Present laws apply for collections.

**SHIPPING POLICY:** For manual and high volume reseller orders, you will be billed for your actual shipping charges. Ask [sales@miponline.com](mailto:sales@miponline.com) for minimums that qualify for free shipping. For online orders, MIP tries to ship complete within two days, combining orders where possible to minimize shipping costs, generally flat \$4.00 within the continental United States, and flat \$10.00 to Hawaii, Alaska, and outside of the USA. (Exceptions may apply for high volume, heavyweight, expedited, and manual orders.) Domestic orders over \$99 free of charge.

**RETURN POLICY:** MIP will accept returns for replacement of missing or damaged parts only, no credits or refunds. All returns must obtain RMA# from [support@miponline.com](mailto:support@miponline.com) prior to returning parts.

### RESELLER POLICIES:

**FOR RESALE:** Any hobby merchandise, tools, or manufactured goods purchased from MIP under this agreement is for resale only unless otherwise agreed to in writing. Shipments to California are subject to sales tax unless a signed resale certificate with valid seller's permit number is retained in MIP files via email to [sales@miponline.com](mailto:sales@miponline.com) or via fax to 866-599-5044. Once in our files, there will be no sales tax on your purchases placed using your online MIP Dealer Account. MIP will not retroactively credit sales tax charged before the signed form is received. (Fillable resale certificate may be found at <http://www.boe.ca.gov/pdf/boe230.pdf>)

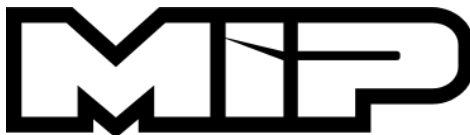
**MAP (Minimum Advertised Price) POLICY:** MIP requires its Wholesalers, Distributors, Dealers, and Resellers purchasing from any of our Wholesalers to adhere to MAP policy by advertising online or in print at or above minimum advertised price on all items with designated MAPs. MAP for each product in addition to the MSRP list price may be requested from [sales@miponline.com](mailto:sales@miponline.com). Distributors or Dealers found in violation of the policy will be provided with ONE warning. Continuing to advertise below MAP after the warning subjects this business relationship to termination and buying privileges may be revoked at MIP's sole discretion. Wholesalers who have customers reselling any of our products must be sure their customers are in compliance with our terms to retain MIP Wholesaler status. Close outs & Club Memberships excluded.

**TRADEMARK & BRANDING GUIDELINES:** Resellers are expected to properly publish online and in print MIP™, MIP CVD™, MIP X-Duty CVD™, RealShocks.com™, MIP Bypass1™, MIP SpeedTips™ and other Trademarks of MIP. MIP is the originator of the constant velocity drive in the RC car marketplace and originated and has been using the trademark MIP CVD™ in commerce for many decades. MIP advises brands of other drives and axles NOT manufactured by MIP to label them CVA, CV drives, CV axles, CV joints, universals, dogbones, or other non-conflicting terms. Please do not label MIP products generically as "X-DutyCVDs" or "CVDs" without the MIP brand. Please do not label other RC axle and drive products not manufactured by MIP as "CVDs" as this practice causes confusion in the marketplace. Distributors and resellers of MIP™ branded products lead the branding and imagery and must assure any published descriptions in print or online follow these branding guidelines such that they are suitable for direct import by dealers, retailers, and advertisers.

**ONLINE PRODUCT REPRESENTATION POLICY** (only applies to Online Resellers): MIP offers the flexibility of no minimum orders but does require its Online Resellers to represent online the entire selection of current MIP products for your product segment, allowing our customers and dealers to backorder products that are not in your inventory, such that our customers and dealers are kept aware of the full breadth of MIP products available. We believe that this strategy is necessary to assure blanket representation of our entire line throughout your customer base.

**INTELLECTUAL PROPERTY & NON-COMPETE:** The Distributor shall not do or authorize any third party or partner with any third party to do any act or

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design or develop or create or manufacture any product which would or might invalidate, compete with, or be inconsistent with any of the Trademarks, Products, or any other Intellectual Property of MIP. Distributor shall promptly and fully notify MIP of any actual, threatened or suspected infringement in the Worldwide Territory of any of the Trademarks, Products, or any other Intellectual Property of MIP which comes to the Distributor's notice, and of any claim or threatened claim by any third party that the importation or sale of Goods into the Territory infringes the Intellectual Property rights of another. In the event the relationship with MIP is terminated, Distributor shall not for a period of at least one year be concerned or interested, either directly or indirectly, in the manufacture of any goods or products which compete with any of the MIP Products and Goods.

#### GENERAL ACKNOWLEDGEMENTS:

**By submitting an order, Customer hereby jointly and severally acknowledges the following:**

- The Customer (inclusive of Business, Principals and Parent Company) has read, fully understands and agrees to comply with the policies & terms herein and at [www.miponline.com](http://www.miponline.com) and understands that any violation of Terms may result in a termination of my approved status with MIP and revocation of my buying privileges.
- That the information provided is correct and that there are no omissions that would materially effect this application. That it is the Customers responsibility to give notification to MIP prior to any change in ownership or an intended date to cease operation, and that the Customer will be liable for all debts incurred until MIP has been notified in writing and a new application is received.
- That placing an order with MIP constitutes doing business in the state of California and is therefore subject to the laws of the State of California.
- The Customer authorizes MIP to make any credit inquiries that it finds necessary in connection with this credit application or in the course of review or collection of any credit extended in reliance on this application for review of my company's total financial standing, and I authorize any person or credit reporting agency to compile and release to MIP any information it has or obtains to verify credit standing, and agree this information along with this application will remain the property of MIP whether or not credit is extended. I understand that after commencing into a business relationship with MIP and credit has been granted, it is the sole discretion of MIP to extend, continue or terminate credit at any time.
- In the event that the account becomes delinquent and is turned over to any collection agency or attorney for collection, the Customer agree to pay upon demand all collection fees including but not limited to reasonable attorney fees plus court costs, serving costs and/or any miscellaneous expenses incurred as a result of my failure to pay.
- That US Mail/ Parcel Post/UPS claims may take over a year to resolve and hereby release MIP from liability as this is not a guaranteed shipment method. In the event I request a shipment via US Mail/ Parcel Post/UPS, I will take full responsibility for payment to MIP even if the shipment is misdirected, lost or damaged in transit. I understand that my account will be adjusted as soon as the claim has been settled.
- Understand that they will, from time to time, receive e-mails relating to MIP and its products. Your email will not be shared with 3<sup>rd</sup> parties.

Above Terms & Policies are merged with the Terms & Privacy Policy at [www.miponline.com](http://www.miponline.com), and any changes customer makes are not binding unless made in writing and signed by MIP's authorized representative. Moore's Ideal Products, LLC (MIP) reserves the right to change its terms or policies at will.