



Authorized Dealer Policy

THANK YOU FOR YOUR INTEREST IN OUR LINE OF OFF-ROAD PRODUCTS! A GREAT DEAL OF PRIDE GOES INTO EACH AND EVERY PRODUCT WE MANUFACTURE. FROM THE INITIAL CONCEPT, TO THE FINISHED PRODUCT, OUR FOCUS IS ON QUALITY. SINCE ITS INCEPTION NEMESIS INDUSTRIES, INC. TM HAS ENDEAVORED TO BE A LEADER IN THE DESIGN AND MANUFACTURING OF OFF ROAD PRODUCTS. OUR CUTTING EDGE PRODUCT DESIGNS INSPIRE PEOPLE TO CHALLENGE THEMSELVES AND PUSH THEIR VEHICLES TO THE LIMIT. SOME COMPANIES FOLLOW TRENDS, OTHERS CREATE THEM, WE ARE THE CREATOR.

DUE TO THE TECHNICAL NATURE OF OUR PRODUCTS, WE ENCOURAGE YOU AND YOUR STAFF TO VISIT OUR WEB SITE. BROWSE THROUGH PRODUCT PAGES AND RELATED INSTALLATION INSTRUCTIONS, AND CONTACT US WITH ANY QUESTIONS OR CONCERNS YOU MAY HAVE. OUR TEAM IS LOOKING FORWARD TO BUILDING A LASTING AND SUPPORTIVE RELATIONSHIP WITH YOU AND YOUR STAFF.

IF YOU HAVE ANY QUESTIONS OR HAVE A PRODUCT NEED THAT IS NOT BEING FILLED, PLEASE CONTACT EITHER:

OWNER

ROB GRAFT - ROB.G@NEM-IND.COM – 303-974-2460

DIRECTOR OF SALES AND MARKETING

JT MOLDER – JT.M@NEM-IND.COM – 303-974-2440

The price list, terms, and conditions expressed herein supersede all earlier publications and agreements. These new policies become effective for all orders received on or after January 1, 2018, and are subject to further change without notice. You may contact us for the latest dealer policy. All prices are in U.S. dollars.

Business Hours

8:00 AM to 5:00 PM Mountain Time, Monday through Friday. Dealers may place, check on and track orders 24/7/365 online.



Pricing

Prices are subject to change without notice. Prices are typically related to but not necessarily limited to raw material pricing volatility in the steel, aluminum, and oil markets. Possession of a price list does not guarantee purchaser the prices indicated therein. Please contact us for the latest part number/price list.

Sales Categories & Requirements

Nemesis Industries, Inc.™ reserves the right to refuse an Authorized Dealer application. Placing an order or submitting an application does not guarantee Authorized Dealer status. We are looking to develop an Authorized Dealer network that is able to assist customers with technical support along with sales support before and after the sale.

An Authorized Dealer must agree to meet all requirements within the Nemesis Industries, Inc.™ Authorized Dealer Policy, MAP Policy and abide by all purchase and dealer requirements in order to maintain its status as an Authorized Dealer. **Nemesis Industries, Inc.™ has the right to terminate agreements immediately if an Authorized Dealer violates any provisions of those agreements.** Dealer agreements are not assignable by an Authorized Dealer, since Authorized Dealer status with Nemesis Industries is non-transferable. If there is a change in ownership, name, or any sale of all or a portion of an Authorized Dealer's business, then the Authorized Dealer shall lose its dealer status with Nemesis Industries until such time as such dealer status is reinstated in the sole and exclusive discretion of Nemesis Industries. Authorized Dealer agrees to notify Nemesis Industries within ten (10) days of any change in ownership, name, or any sale of its business.

Our pricing policy is divided into three (3) categories, with each category having a different discount from our selling price. Selling price is equal to MAP and is the actual sales price of the product as advertised on the website www.nem-ind.com. To help eliminate confusion we do not post a MSRP or list price.

An applicant must be an automotive or 4wd related business to qualify for discounted pricing. Only items manufactured by Nemesis Industries, Inc.™ qualify for purchase discounts under the Authorized Dealer program.

End Customer:

Sell Price: The advertised price of the product as shown on the Nemesis Industries official website (www.nem-ind.com). Any end consumer with the desire to purchase any of our products will be offered this price. Sell price is also equal to MAP Price.

Authorized Dealer Pricing:

The Dealer Price is fifteen percent (15%) below the Sell Price and will be available to any qualifying Authorized Dealer. Dealer pricing is intended for Authorized Dealers who will be ordering on a piece by piece basis.

The Jobber Price is twenty percent (20%) below the Sell Price and is available for Dealer purchases of \$15,000 in yearly volume or for an initial order of \$5,000.

The WD Price is twenty five percent (25%) below the Sell Price and is available for Dealer purchases of \$25,000 in yearly volume or for an initial order of \$10,000.

The aforementioned discounts do not apply to components or items not manufactured by Nemesis Industries.

All Authorized Dealers are able to move into deeper discount levels as their yearly purchase volumes increase. For example, an Authorized Dealer purchasing at the Dealer level (15%) can move to the Jobber level (20%) once purchases surpass \$15,000 in yearly volume. After purchases surpass \$25,000 in yearly



volume, an Authorized Dealer will move to the WD pricing level. Once approved, an Authorized Dealer may move to a higher discount level by placing a stocking order equal to the discount level it desires.

We will evaluate Authorized Dealers on a yearly basis to ensure that discounts are appropriate for each Dealer's annual sales volume. If you believe there is a discrepancy between the purchase volume and the discount level, please contact us so the matter may be resolved quickly.

All accounts receiving a discount must sign and return our Purchase Agreement.

Display Parts Program

In an effort to place our products on your company vehicles Nemesis Industries, Inc. may extend additional discounts on a case by case basis for items installed on display vehicles.

We have worked incredibly hard to create a unique and universal show room display. The display features our Billy Rocker cut away along with a front and rear bumper, light bar mount, and room for multiple other accessories which you choose to suite your customer base. The showroom display requires a minimum \$5,000 purchase of product to go on the display however, the product is used as your working inventory so once a piece is sold you can place your order for replacement items. The display itself is on loan from Nemesis Industries to the dealer and as so remains the property of Nemesis Industries. Should the Dealer destroy, damage, or sell the display they will be responsible for the replacement cost of \$2,000.

Minimum Advertised Pricing (MAP)

In an effort to maintain the value of our products, continued Authorized Dealer status is conditioned upon your agreement not to advertise a Nemesis Industries product in any medium for less than MAP Price. The MAP Price is equal to the Sell Price. You may sell our products at any price you choose. We are simply requiring that any advertising not reflect a price lower than MAP Price, which includes any web based or forum sales. Any account refusing to initially agree with or otherwise violating this requirement will not be approved, or if previously approved, then such approval will be revoked. Nemesis Industries will do everything possible to support and protect our dealer base. This includes helping with any technical questions and insuring your investment in us is a profitable endeavor.

The goal of the MAP policy is to keep our product line profitable for each and every Authorized Dealer. Therefore, we will be selective in assigning Authorized Dealer status, and to the best of our abilities will monitor dealer network advertising so that no Authorized Dealer is advertising a price lower than the MAP Price.

Placing Orders

We have spent a good deal of time developing an online ordering system. Authorized Dealers have a dedicated secure area on our website where orders may be placed, reviewed and invoices paid. This system has been designed so that an Authorized Dealer will have access to all information required to complete a sale without needing to contact our sales staff. We also will accept Authorized Dealer orders by phone and fax. All fax orders must include the Authorized Dealer name, purchase order number, part numbers, quantities, and shipping preference. If any part of an order is on Back Order, you will be notified by e-mail or fax. Orders placed before 1:00 pm Mountain Time, will ship the same business day as long as parts are in stock. Orders received after 1:00 pm will be shipped the next business day as long as parts are in stock.

Freight Policy

All freight shipments are subject to a palletizing fee of \$25.00.

We offer a freight discount program for stocking dealers. Please contact one of our dealer representatives for more information.



Stock Adjustments

All returns are subject to a 15% restocking and repackaging fee. However, Nemesis Industries offers two (2) stock adjustment plans:

- 1) An Authorized Dealer may request a 1-for-1 stock swap of up to 5% of last year's net purchases without facing any restocking fees.
- 2) An Authorized Dealer may place an order for a 2-for-1 stock adjustment. In this case, no limit will be placed on the amount of the return.

Freight charges are required to be paid by the Authorized Dealer in all stock adjustments. Discontinued items may not be returned under the stock adjustment program. Items returned for credit which do not qualify for the above program will be returned freight collect. Our stock adjustment policy only applies to Authorized Dealers. A return merchandise authorization number (RMA#) must be obtained from our sales staff before a stock adjustment is shipped. All items returned must be in their original condition without defect.

Payment Policy & Terms

- 1) Credit card is the preferred method of payment. We accept Visa, MasterCard, American Express and Discover.
- 2) Only Authorized Dealer accounts will be extended the courtesy of payment with a money order, certified check, or ACH transfer.
- 3) If an Authorized Dealer is paying by a means other than a credit card, they will be notified when the order is ready to ship. The order will be held until payment has been remitted.

Returns

If you are dissatisfied with anything purchased from Nemesis Industries, it may be returned within 10 days from receipt in unused condition for your choice of an exchange or a full refund less shipping charges. Refunds will be made via the means used to purchase the item(s), with shipping charges deducted from your refund. All returns must be accompanied by proof of purchase and the original shipping tags. Please return the item(s) within 10 days of receipt of purchase for a full refund minus shipping charges. All products must be returned in their original packaging, assuming packaging is in good condition. All returned items must be well-packed and insured. We cannot refund or credit items that have been damaged in return shipping because of poor packing. An exception is Clearance Merchandise, where all sales are final.

If you need to return an item please follow the guidelines below:

- 1) Returns must be made within 10 days of initial receipt. Shipping fees are not refundable. **All returns must be in new condition.**
- 2) Contact a customer service representative at (303) 974-2440 and request a return merchandise number (RMA). Please make sure to clearly print this number on the box.
- 3) When shipping merchandise, please wrap the part(s), place them in a sturdy box, preferably the one that was used to originally deliver the part(s), assuming it is in good condition, and secure the box with tape. Do not leave the part(s) loose in the package. Parts damaged in return shipping due to inadequate packaging will not be accepted.
- 4) It is recommended that you insure the part(s) being returned for its full value to protect yourself against loss.
- 5) All returns must be sent pre-paid. No collect shipments will be accepted. We strongly recommend using a shipping method that allows you to track the shipment.
- 6) Send all returns to:

Return Merchandise Department
Nemesis Industries, Inc.
33990 CR 27
Kiowa, Co 80117



- 7) We cannot accept returns on special order items including custom powder coat or painted items or returns of modified and/or installed parts.
- 8) For defective parts, or those shipped in error, return shipping charges will be refunded in full.

Any part which, in our opinion, shows evidence of being used, installed, modified, installed contrary to instructions, and/or subjected to improper handling, packaging or return shipping by the Authorized Dealer, will not be eligible for exchange, refund or warranty consideration. **We reserve the right to charge a restocking fee of 15% or refuse the delivery of any merchandise not in compliance with this return policy.**

Refused Shipments

Any Authorized Dealer that refuses a shipment (damaged shipment excluded) will be required to pay the outgoing freight and return freight charges. These charges must be paid in full before any future orders will be shipped.

Damaged or Shorted Goods

Upon receipt of an obviously damaged package, you have the option of refusing delivery and the order will be returned to Nemesis Industries or you may receive the order and make note of the visible damage, in writing, to the carrier. If upon inspection of the parts, you find them damaged due to the carriers handling, you then have 48 hours to file a formal claim with the carrier. **Do not return the damaged parts to us.** Keep the package and parts as close as possible to the condition in which you received them. Taking pictures of the damage is always helpful. Without the package, the carrier will void your claim. Claims for shortages due to carrier negligence must be made within five (5) business days of receipt of merchandise. Please notify our customer service department as to what has occurred so that we may assist you and answer any questions you may have on your claim.

Warranty

The goal of all of us at Nemesis Industries is to ensure you are delighted not only with each purchase, but also with any additional purchases and to that end Nemesis offers a ten (10) day from the date of receipt no questions asked return policy if products are returned in an "unused" condition. This return policy excludes custom parts or parts with paint or powdercoat. In addition, Nemesis warrants your product for two (2) years from the date of sale to be free from defects in material and workmanship under normal installation and use. This warranty is limited to the costs of repair and replacement. Therefore, no type of labor or shipping allowance is available in connection with a customer's repair, removal, reinstallation or return of a damaged product. Should any questions arise, please call Nemesis Industries, Inc. TM at (303) 974-2440. We remind you that all finishes, painted or powder coated, must be cleaned and waxed regularly, as the portion of the warranty concerning the products' finish does not apply to products that have been chipped, scratched or damaged in any way. All warranty claims are subject to inspection by Nemesis. Following such inspection, the product in question may either be repaired or replaced when found defective. Prior to any replacement or repair, written authorization as to the action to be taken shall be issued by Nemesis. Failure to contact Nemesis prior to having warranty work performed shall immediately void all applicable warranties.

Back Orders

Sometimes it becomes necessary to cancel orders for a backorder or discontinued part. Therefore, we reserve the right to cancel these orders.



Intellectual Property Statement

Ownership of Property. Authorized Dealer (the “Dealer”) hereby acknowledges and agrees that Nemesis Industries, Inc. TM (the “Company”) is the sole owner, and proprietor of all Proprietary Information relating to the Products, all modifications, enhancements and refinements thereto, and all property rights attributable thereto, including all copyrights, patents, trademarks, trade names, service marks and other such claims and rights arising therefrom, without limitation or reservation. Dealer shall not possess and shall not assert any rights to any aspect of the Proprietary Information or the Products and will not utilize such in any manner whatsoever other than as authorized from time to time by the Company and for the benefit of the Company.

Proprietary Information. Proprietary Information includes, but is not limited to, trade secrets, processes, computer programs (including object and source codes), formulas, data, designs, knowhow, improvements, inventions, techniques, marketing plans, strategies, forecasts, customer lists, product specifications, compositions, sketches, photographs, drafts, drawings, samples, ideas, whether past or current, and planned research and development, current and planned manufacturing or distribution methods and processes, current and anticipated customer requirements, price lists, market studies, plans, computer software and database technologies, systems, structures and architectures including related formulae, compositions, processes, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and any other information, however documented, that is a trade secret within the meaning of the Uniform Trade Secrets Act or other applicable law.

Non-Disclosure and Confidentiality. All Proprietary Information shall be the sole property of Company and its assigns, and the Company and its assigns shall be the sole owner of all inventions, patents, licenses, designs, plans, and other rights in connection with such Proprietary Information. At all times, both during the term of this Agreement and after its termination, Dealer will keep in confidence and trust all Proprietary Information and will not use or disclose such Proprietary Information or anything relating to such information or other knowledge of the business or affairs of the Company without the prior written consent of the Company. Any Company trade secrets will be entitled to all of the protections and benefits under the Uniform Trade Secrets Act and any other applicable law. If any information that the Company deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will, nevertheless, be considered as Proprietary Information for purposes of this Agreement. Dealer will not use the Proprietary Information except as otherwise specifically authorized by the Company. Upon termination of the Authorized Dealer status with the Company by either party, or upon the request of the Company, the Dealer will return to the Company all of the Proprietary Information and other information and materials obtained from the Company in connection with its Authorized Dealer status which is in the Dealer’s possession or subject to the Dealer’s control, and the Dealer shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Proprietary Information.





Authorized Dealer Application

Company Information:

Full Legal Name/DBA or Corporation:

Phone: _____ Fax: _____ Web site: _____

Billing Address: _____ City: _____ State: _____

Zip Code: _____

Shipping Address: _____ City: _____ State: _____

Zip Code: _____

Federal Tax I.D. #: _____ State Resale #: _____

Type of Business: _____ Date Established: _____

Accounts Payable Contact: _____

Number Of Employees: _____ Number of Outlets: _____

Estimated Annual Sales \$ _____

In an effort to put pricing and shipping information in your hands as soon as possible, we will E-mail invoices and UPS tracking information to you on the day products leave our facility. Please provide us with an E-mail address you would like to have this information sent to.

Primary E-mail Address: _____

Backup E-mail Address: _____



Principal Owner / Officers:

Name	Title	Home Address
Principal 1: _____		
Principal 2: _____		
Principal 3: _____		

The Undersigned authorizes the release of all information needed to verify the contents of this application or to otherwise process this application, including but not limited to contacting third parties concerning the credit worthiness of the applicant. The applicant further agrees to hold Nemesis Industries Inc. TM and its affiliates harmless for any and all information herein solicited or disseminated by Nemesis Industries Inc. TM and its affiliates.

The undersigned affirms that the information contained herein is accurate and declares under penalty that purchaser is a solvent business.

The undersigned agrees to all terms and conditions contained in the Authorized Dealer Policy.

Principle Owner / Officer Signature: _____

Principle Owner /Officer Print Name:_____

Title:_____ Date:_____

****All Colorado Authorized Dealer Applications need to include a sales tax exemption certificate to be considered for this exemption****

Applications way be retuned by:
Fax - 303-953-5212 or
E-mail - dealers@nem-ind.com

