



Dealer Account Terms & Conditions

The following are the terms and conditions under which Steele Rubber Products extends dealership status (for resale), in a two-tiered program. Applicable tiers will be determined by Steele Rubber Products, based on completion of the Authorized Dealer Application form.

1. Business Requirements

- All dealers must complete an Authorized Dealer Application Form and Credit Application Form. Dealer authorization is subject to approval by Steele management.
- Dealers must also provide a federal tax identification number or tax registration certification and proof of business insurance. Additional information may be required, as requested by Steele.

2A. Discount Rates

- Discount rates are based on the following tiers. All discounts are from published retail prices. Retail prices may change at any time without notice. Dealers will handle all aspects of customer service and sales with minimal involvement of Steele Rubber Products.

Tier 1 *		Tier 2 *
50% discount to dealers who purchase for inventory and input all orders electronically. Typically, maintain physical store front and/or warehouse.	40% discount to dealers who purchase for inventory and input orders via mail, fax, phone, or email, (or, dealers with more than 20% of their business in re-vulcanizing service).	25% discount to dealers who input orders electronically, mail, fax, phone, or email.

* Limited Discount Parts are parts that do not have the margin to afford regular discount. These parts are limited to 10% discount.

2B. Initial Order

- A minimum prepaid initial order is required for all new dealers, based on the following tiers.
- Initial order must be prepaid, and must be placed within 90 days of dealer authorization.

Tier 1	Tier 2
Minimum prepaid initial purchase of \$10,000 retail; or \$5,000 @ 50% discount or \$6,000 @ 40% discount	Minimum prepaid initial purchase of \$2,500 @ discount.



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3A. Subsequent Orders: U.S. Dealers

- All orders received are subject to approval by Steele Rubber Products.
- We accept Visa/MasterCard/Discover/American Express
- With prior credit approval, terms are net 10th day after the end of the month. Statements are issued via fax and mail.
- Late payments will result in a 1-1/2% late penalty charge, and jeopardize credit status.
- Repeated late payments will result in loss of invoicing privileges and a return to a prepaid basis, or the loss of dealership status entirely.
- We reserve the right to refuse shipment to overdue dealers until the account is paid in full.

3B. Subsequent Orders: Non-U.S. Dealers

- All orders received are subject to approval by Steele Rubber Products.
- Prepaid only; we accept:
 - Visa/MasterCard/Discover/American Express
 - Bank draft in U.S. funds.

3C. Maintaining Dealer Status

- After the qualifying calendar year, a minimum purchase amount is required;

Tier 1	Tier 2
Annual purchase total of \$10,000 retail; or \$5,000@50% discount or \$6,000@40% discount	Annual purchase total of \$2,500 @ discount

- If the minimum is not met, the dealer status is adjusted to the next appropriate dealer level, at Steele's discretion (i.e. Tier 1 would become Tier 2 or a commercial account; Tier 2 would become a commercial account). The commercial level is a graduated discount at which each order qualifies separately.
- Re-establishing dealer status requires the initial commitment purchase as stated in 2B.
- Steele Rubber Products reserves the right to modify these minimum purchase amounts at any time during the year, with notice.

4A. Shipping & Handling Charges

- Shipping & handling charges will vary according to method chosen by the dealer.
- Next and 2nd Day Air are methods of delivery offered by the carrier.
- No guarantee of the delivery time of the carrier.
- No reimbursement for later than expected delivery.
- We reserve the right to choose alternative methods and carriers.
- Address correction fees charged by the carrier will be forwarded to the dealer.



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4B. United States Dealers

- Shipping charges figured at current United Parcel Service rate table for the method desired.

4C. Canadian Dealers

- All brokerage fees charged by the carrier are the responsibility of the dealer. Shipping charges will be figured at current catalog published retail rates for Canadian Shipping and Handling. Any taxes levied are the responsibility of the dealer.

4D. Overseas (non-United States & non-Canadian) Dealers

- All brokerage fees charged by the carrier are the responsibility of the dealer. Shipping charges will be figured at current catalog published retail rates for Overseas Shipping and Handling. Any taxes levied are the responsibility of the dealer.

4E. Freight Collect Handling Charges

- Dealers may wish to arrange and pay for their own shipping carrier. Dealer must have his carrier pick up the shipment from our loading dock. We will not be responsible for contacting the carrier. Handling charge is equal to 2% of retail total of order (\$10.00 minimum).

4F. Swap Meet & Show Transactions

- All dealer transactions at Swap Meets, Shows or other Events are at retail only. Dealers may arrange for shipment to events that Steele attends through the show trailer.

5. Drop-Ship Fees

- Direct drop shipment to a dealer's customers is available. All drop-ship orders will be charged a drop-ship fee per order, charged directly to the dealer.

6. Back Orders

- Items will be shipped as soon as possible by the same method as requested on the original order. We reserve the option to hold all backordered items for shipment at one time.

7. Returns and Refunds

- Returns accepted for defective parts or to correct shipping errors on our part are at no charge.
- We will not accept returns from Dealers' customers without prior arrangement with the Dealer.
- Returns, other than defective or incorrectly shipped parts, are subject to prior approval and a restocking fee of 25% of the purchase price. Parts must be returned packaged, identified with part numbers and invoice numbers. Returns made without pre-approval or identifying information will be refused or returned without credit processing.
- Should a Dealers' customer contact Steele Rubber Products directly, we reserve the right to handle any customer resolution in a manner of our choosing. Any costs associated with this resolution will be charged to the Dealer Account.



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8. Legal Relationship Between Dealer and Steele Rubber Products, Inc.

- Dealers are totally independent from Steele Rubber Products. Steele Rubber Products is not bound to any agreement expressed or implied other than described in these conditions

9. Use of Catalogs, Logos, and Graphics

- Dealers may receive a pre-specified number of our print catalog each year at no charge. Any additional catalogs may be requested and the dealer will pay shipping and handling associated with the request.
- A dealer may not alter a Steele Rubber Products catalog in any way, including the covering or removal of the catalog cover.
- We may allow the incorporation of our catalog into dealer sales material, catalogs, or dealer-owned websites with written permission only. Dealers wishing to use Steele Rubber Products logos and trademarks for advertising purposes must obtain our written permission first.
- Dealers are not authorized to utilize any graphics from Steele catalogs, print materials, or websites in third-party publications, catalogs, or websites. Any unauthorized use of Steele graphics may result in termination of the dealer contract.

10. Exclusivity

- We do not assign exclusive territory agreements. However, we reserve the right to offer exclusivity rights to dealers at our discretion.

11. First Claim

- The dealer gives us the right to make first claim on items manufactured by Steele Rubber Products up to the amount owed to Steele Rubber Products, Inc. in the event of bankruptcy or liquidation of the dealer.

12. Period of These Conditions

- These conditions may be amended by Steele Rubber Products with a 30 day written notice, and cannot be transferred.
- Steele Rubber Products reserves the right to rescind Dealer Account privileges, at any time, for actions or practices determined to be detrimental to our business.

13. Right To Refuse

- We reserve the right to refuse a dealer discount relationship.

14. Contact Information:

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800/544-8665 (US & Canada)
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