

DEALER GUIDE



INVENTIVE EDGE, LLC
dba **RAZORBACK OFFROAD™**

phone: 208-696-7230

www.razorbackoffroad.com
sales@razorbackoffroad.com

2915 Industrial Way
Mountain Home, ID 83647



Hello and welcome as a distributor of Razorback Offroad™ Products

We have always believed in asking ourselves are we better today then we were yesterday. This relates to not only business, but also the people we surround ourselves with. We take it very seriously that have you chosen us as one of your Industry partners.

We will support your organization by:

- **Creating innovative and useful products your customers will want to purchase**
- **Utilizing M.A.P. pricing so that you can make a reasonable profit**
- **Offering great customer service that you can count on**
- **Backing up our products with a great warranty**
- **Doing what we say we will do**
- **Becoming the company that you can always count on**
- **Treating everyone with respect**
- **Protecting our brand identity and keeping it held to a higher standard**

I want you to personally know that we are an American company that believes in commitment to our employees, our products, our customers, our community, our industry and to our distributors.

Thanks again for choosing Razorback Offroad™ products.

**Charles J. Ceccarelli
Managing Member**



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DEALER REQUIREMENTS

Stocking Dealer Expectations:

- Have a professional looking store
- Have technology resources (Please don't use Fax)
- Maintain payment terms as agreed to
- Maintain the requirements set forth in our dealer guide.
- Have fun lets work together to make doing business fun and enjoyable
- Treat all RBO personnel with respect and professionalism
- Educate yourself and your sales staff on RBO products by utilizing our website and reading product bulletins. We intend on being the nations premier supplier of UTV products and we need a qualified sales force to grow your business and ours as well

Represent the RBO brand:

- Display RBO products in a prominent location
- Understand the RBO product Line
- Display RBO products on machines (you cannot sell product that is in the back, sealed in a box)
- Make RBO printed materials easily accessible to customers
- RBO decals and warning labels are to stay on product at all times

All perspective dealers must review, fill out dealer application information, and mail or email back to Razorback Offroad™. (Application information found on pages 5 through 11)

See contact information on next page.



CONTACT INFORMATION



Razorback Offroad™
2915 Industrial Way
Mountain Home, ID 83647



Email: sales@razorbackoffroad.com



Website: www.razorbackoffroad.com



Phone: 208-696-7230



DEALER CONTACT INFORMATION

Company: _____

Contact Name(s): _____

Shipping Address: _____

City: _____ State: _____ Zip Code: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

Website: _____

AP Name: _____

AP Phone #: _____

AP Email: _____

Marketing Contact Name: _____

Marketing Email: _____

Marketing Phone #: _____

Web Contact Name: _____

Web Email: _____

Web Phone #: _____

AP Billing Address: _____

City: _____ State: _____ Zip Code: _____

Please fill out pages 5 through 11 completely
& email back to sales@razorbackoffroad.com

Non-Dealer

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Dealer

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Credit /Dealer Application

Company Name: _____
DBA (if different): _____
Contact Person: _____
Address: _____ City: _____ Zip: _____
Email: _____
Phone: _____ Website: _____
Federal Tax ID or Social Security Number: _____
Type of Business: _____ Date Business Established: _____
Requested Credit Limit: _____
Are you sales tax exempt? ☐ No ☐ Yes – please email or mail resale certificate with credit application

TRADE REFERENCES

Reference #1 Name: _____
Address: _____
Phone: _____ Email: _____

Reference #2 Name: _____
Address: _____
Phone: _____ Email: _____

Reference #3 Name: _____
Address: _____
Phone: _____ Email: _____

I represent that the above information is true and is given to induce Razorback Offroad™, an Inventive Edge, LLC Company, to extend credit to the applicant. My company and I authorize Razorback Offroad™ to make such credit investigation as it sees fit, including contacting the above trade references and banks and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Razorback Offroad™ any and all information concerning the financial and credit history of my company and myself.

I have read the terms and conditions stated below and agree to all of the terms and conditions.

Authorized Signature _____
Printed Name _____
Title _____ **Date** _____

General Terms and Conditions:

1. All bills become payable in full net 30 and if not paid within terms are considered past due.
2. A service charge of 2% per month will be added to all amounts billed if not paid by the end of the month.
3. By signing this document I agree to the terms and conditions outlined in the Authorized Dealer Agreement.

Mail or email completed form to sales@razorbackoffroad.com

1. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with our credit department.

***Returns and Exchanges:** All returns and exchanges are subject to approval and a restocking fee. Customer is responsible for return freight to Razorback Offroad™.

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Dealer



RAZORBACK OFFROAD™

2915 INDUSTRIAL WAY
MOUNTAIN HOME, IDAHO 83647

P. 208-696-7230 / WWW.RAZORBACKOFFROAD.COM

Authorized Dealer Agreement

THIS AGREEMENT is made as of the Effective Date (as defined on the signature page) by and between Razorback Offroad™, an Inventive Edge, LLC company, (Known here throughout Dealer Agreement as RBO) an Idaho corporation located at the address shown on the signature page of this Agreement, and the Dealer (as defined above) located at the address shown above.

1. APPOINTMENT. Subject to the terms and conditions of this Agreement, RBO appoints the Dealer and the Dealer agrees to perform as RBO's Nonexclusive Authorized Dealer for the Products during the Term. (For certain definitions of capitalized terms, see Section 7 of this Agreement.) Except as expressly authorized in writing by RBO, the Dealer agrees to submit orders for item(s) of the Products through the RBO website, or calling in, and subject to the prices and terms and conditions contained therein (but consistent with this Agreement).

2. RESPONSIBILITIES. Except as otherwise approved in writing by RBO in advance, the Dealer will do each of the following: (a) promote the sale and use of the Products; (b) promptly and effectively respond to questions and service requests from customers and prospective customers; (c) represent the Products in an ethical and professional manner and refrain from any conduct that is or could be detrimental to the reputation or integrity of the Dealer and RBO or either thereof; (d) communicate known issues and problems in a timely manner; (e) use the Intellectual Property only as permitted by RBO; (f) refrain from questioning or challenging the rights claimed by RBO or its Affiliate(s) in the Intellectual Property or assisting in any way any other(s) in doing so; (g) comply with all laws and all of the RBO Policies; and (h) promptly and in timely fashion comply with whatever request may be made by RBO relating to any law or expectation thereof or the modification or recall of any or all of the Products.

3. PRICING / SALES. (a) MAP Pricing: In an effort to keep dealer margins up and help develop the RBO brand we are requiring all dealers to honor MAP (Minimum Advertised Pricing). All Dealers are required to only advertise RBO MSRP pricing. To help everyone make some profit, all RBO products will maintain a minimum of 30% true margin for stocking dealers. To calculate this, take MSRP price x .7 to calculate your cost. Example: MSRP \$190.00 X .7 Equals a Dealer Cost of \$133.00

(b) Website: RBO will only show MSRP prices on our website. This will allow you sales staff to show customers the site and will know that they have 30% margin built into the price.

(c) Practice quality sales tactics and don't undermine other RBO dealers. At RBO we truly feel you can hold margins based on the quality of our products. We want not only be known as a quality brand. We want to be known as having a quality dealer network.

(d) Pricing Ensure that all products are clearly marked with price.

4. FREIGHT POLICY. Orders of \$2,500.00 or more will qualify for free freight. (Lower 48 US Only) Orders below this amount will be charged to dealer on invoice at quoted rate. This policy is subject to change and may be amended at any time. RBO will provide written 30 day notice to dealers prior to any changes.

5. TERMINATION. This Agreement will terminate when either Party provides the other Party with written notice of termination, and such termination shall be effective: (a) no sooner than the date of receipt of such notice in the event of a material breach of this Agreement by such other Party; (b) no less than forty-five (45) days after such receipt for termination on other grounds (which may be with or without cause); or (c) as provided in Section 4(e)(ii) of this Agreement. Upon termination of this Agreement, the Dealer shall immediately cease all use of anything which would give the impression that the Dealer is an authorized dealer or representative of or for the Products or has any affiliation whatsoever with RBO or the Products (except only with respect to the Dealer's inventory of the Products at the time of termination).

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Authorized Dealer Agreement Continued

6. MISCELLANEOUS. (a) This Agreement and any and all duties and obligations hereunder may not be delegated, transferred or assigned by the Dealer without the express written consent of RBO. Each delegation, transfer or assignment by the Dealer without such consent shall be void. The relationship between RBO and the Dealer shall be that of independent contractors, and nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or franchise between RBO and the Dealer or shall constitute or be deemed to constitute the Dealer as agent of RBO for any purpose whatsoever. The Dealer shall have no authority or power to bind RBO or to contract in the name of and create a liability against RBO in any way for any purpose.

(b) At any time and without prior notice: (i) RBO may modify any or all of the RBO Policies and (ii) any or all item(s) of the Products may change, in which case, the Dealer acknowledges and agrees that may without liability or penalty cancel all pending orders (even if accepted) from the Dealer for such changed item(s) and refuse to accept any new orders from the Dealer for such item(s). Except as otherwise expressly provided in this Agreement, each modification of the RBO Policies shall be effective immediately, unless, RBO notifies the Dealer in writing of another effective date. RBO interpretation of each of the RBO Policies will control. **The Policies include all warranties, product shipping, product returns and refunds.**

(c) This Agreement shall be governed by and interpreted under the laws of the State of Idaho without regard to that state's conflicts of laws provisions. Any and all disputes arising out of or relating in any way to this Agreement between the Parties (or the Affiliate(s) of either) shall be litigated at the trial level as a bench trial only in federal court in Boise, Idaho or state court in ADA County, Idaho, **as each Party, on behalf of itself and its Affiliate(s), hereby waives trial by jury,** submits to personal and subject matter jurisdiction in such courts and agrees that neither the Dealer nor the Dealer's Affiliate(s) will contest venue.

(d) Time is of the essence of this Agreement. This Agreement shall be deemed to reflect the mutual intent of the Parties, and no rule of strict construction shall be applied against either Party. RBO shall not be liable for loss, damage or delay resulting from any cause whatsoever beyond its reasonable control. In no event shall RBO be liable for consequential, incidental or special damages, loss or expense to any or all of the Dealer, purchaser(s) or user(s) for any reason(s) whatsoever. In the event of any conflict between the RBO Policies and this Agreement, the RBO Policies will control. Wherever required by the context hereof, each pronoun used herein shall be deemed to include both the singular and the plural and to encompass each gender.

(e) If applicable law contains any requirement that is contrary to, conflicts with or is missing from any provision(s) or part(s) thereof in this Agreement, RBO, at any time, may elect by written notice to the Dealer (effective upon receipt thereof or as otherwise designated by RBO therein) that: (i) such requirement be substituted for or added to such provision(s) or part(s) thereof to the minimum extent necessary to validate such provision(s) or part(s) thereof or (ii) this Agreement be terminated. If any provision(s) or part(s) thereof in this Agreement shall be held invalid, the remainder of this Agreement shall continue in full force and effect, and each such provision or part thereof shall be deemed not to be part of this Agreement.

(f) This Agreement and each of the RBO Policies, as modified from time to time: (i) constitute the entire understanding of the Parties binding upon them; (ii) are intended to govern the relationship between the Parties; (iii) supersede all agreements, representations or statements between the Parties, either oral or written; and (iv) except as otherwise provided herein, may be amended or modified only by a written supplement, duly executed by both of the Parties.

(g) Except as otherwise provided in this Agreement or as the Parties otherwise may expressly agree in writing, no failure, refusal, neglect, delay, waiver, forbearance or omission by RBO to exercise any right(s) under this Agreement or to insist upon full compliance by the Dealer with the Dealer's duties, obligations or restrictions hereunder shall constitute a novation or waiver of any provision(s) of this Agreement or otherwise thereafter limit RBO right to fully enforce any or all of the provision(s) and part(s) thereof of this Agreement.

(h) The following shall survive the termination of this Agreement: (i) Sections 1 and 2(c) through 5 of this Agreement; (ii)

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Dealer



each of the definitions contained in this Agreement; and (iii) each of the RBO Policies which by its own terms expressly states that it survives the termination of this Agreement or which RBO otherwise designates as so surviving.

(i) Each notice described in this Agreement to either Party must be in writing and shall be sent to the intended recipient (with all fees paid) by certified mail, express courier service, facsimile or e-mail to such recipient's address referred to on the first (1st) page of this Agreement and shall be considered effective or received when actually received or refused by such recipient, provided that the sending Party has written confirmation thereof and such refusal was not due electronic or mechanical malfunction or failure.

7. Co/Op ADVERTISING: (a) Dealers that meet annual sales of over \$48,000.00 in sales will be eligible for 2% advertising credit for the following year. Example is that if you achieve \$87,000.00 in RBO sales you will have \$1,740.00 available from RBO to use towards ad that showcases RBO products.

(b) Advertising: RBO intends on running national advertising campaigns. We will give stocking dealers the opportunity to participate so we can drive sales directly to the stocking dealer.

8. CERTAIN DEFINITIONS. For purpose of this Agreement: (a) "Nonexclusive Authorized Dealer" means that (i) the Dealer may hold itself out as a dealer authorized by RBO for the Products during the Term and (ii) RBO may offer and sell anywhere and everywhere any or all of the Products and anything else directly or indirectly to one or more individuals and entities other than the Dealer; (b) the "Products" means those products made available to the Dealer by RBO ;(c) the "Term" means the period from the Effective Date until this Agreement is terminated pursuant to Section 3 hereof; (d) the "Intellectual Property" means any or all of the patents, designs, trademarks, service marks, trade names, commercial symbols, copyrights, data, data bases, market information, trade secrets and confidential information in which RBO or its Affiliate(s) claim(s) rights; (e) "Affiliate(s)" means any or all of the individual(s), entity and entities controlling, controlled by or under common control with the Party identified; (f) the "RBO Policies" means collectively the then- current version(s) of the announcements and policies (whether in the form of correspondence, memorandum, notices or otherwise) from time to time issued in writing or made available electronically by RBO to the Dealer and not expressly excluded by RBO from the RBO Policies; and (g) a "Party" means RBO or the Dealer and the "Parties" means RBO and the Dealer.

Each Party, intending this Agreement to be effective as of the Effective Date, has caused this Agreement to be executed by its duly authorized representative.

Initial: _____

Date: _____

**Non-Stocking
Dealer**

**Stocking
Dealer**

ST-101EF000149
09-30-15Idaho State Tax Commission
SALES TAX RESALE OR EXEMPTION CERTIFICATE

Seller's Name Inventive Edge, LLC dba Razorback Offroad			Buyer's Name		
Address 2915 Industrial Way			Address		
City Mountain Home	State Id	Zip Code 83647	City	State	Zip Code

1. Buying for Resale. I will sell, rent, or lease the goods I am buying in the regular course of my business.

a. Primary nature of business _____ Describe the products you sell, lease, or rent _____

b. Check the block that applies:

☐ Idaho registered retailer. Seller's permit number _____ (required - see instructions)

☐ Wholesale only; no retail sales

☐ Out-of-state retailer; no Idaho business presence

☐ Idaho registered prepaid wireless service seller. E911 fee permit number _____ (required - see instructions)

2. Producer Exemptions (see instructions). I will put the goods purchased to an exempt use in the business indicated below.

Check all that apply and complete the required information.

☐ Logging Exemption ☐ Broadcasting Exemption ☐ Publishing Free Newspapers

☐ Production Exemption (check all that apply): ☐ Farming ☐ Ranching ☐ Manufacturing ☐ Processing

☐ Fabricating ☐ Mining ☐ Hunting or Fishing Operation

List the products you produce: _____

3. Exempt Buyer. All purchases are exempt, and no permit number is required. Check the block that applies.

<input type="checkbox"/> Advocates for Survivors of Domestic Violence and Sexual Assault, Inc.	<input type="checkbox"/> Center for Independent Living	<input type="checkbox"/> Nonprofit Children's Free Dental Service Clinic	<input type="checkbox"/> Senior Citizen Center
<input type="checkbox"/> American Indian Tribe	<input type="checkbox"/> Emergency Medical Service Agency	<input type="checkbox"/> Nonprofit Hospital	<input type="checkbox"/> State/Federal Credit Union
<input type="checkbox"/> American Red Cross	<input type="checkbox"/> Federal/Idaho Government Entity	<input type="checkbox"/> Nonprofit Museum	<input type="checkbox"/> Volunteer Fire Department
<input type="checkbox"/> Amtrak	<input type="checkbox"/> Forest Protective Association	<input type="checkbox"/> Nonprofit School	
<input type="checkbox"/> Blind Services Foundation, Inc.	<input type="checkbox"/> Idaho Foodbank Warehouse, Inc.	<input type="checkbox"/> Qualifying Health Organization (see instructions for list)	
	<input type="checkbox"/> Nonprofit Canal Company		

4. Contractor Exemptions (see instructions).

a. Invoice, purchase order, or job number to which this claim applies _____

b. City and state where job is located _____

c. Project owner name _____

d. This exempt project is: (check appropriate box)

☐ In a nontaxing state. (To qualify, materials must become part of the real property.)

☐ An agricultural irrigation project.

☐ For production equipment owned by a producer who qualifies for the production exemption.

5. Other Exempt Goods and Buyers (see instructions).

<input type="checkbox"/> Aircraft used to transport passengers or freight for hire	<input type="checkbox"/> Livestock sold at a public livestock market
<input type="checkbox"/> Aircraft purchased by nonresident for out-of-state use	<input type="checkbox"/> Medical items that qualify
<input type="checkbox"/> American Indian buyer holding Tribal ID No. _____	<input type="checkbox"/> Pollution control items
This form doesn't apply to vehicles or boats. See instructions.	<input type="checkbox"/> Research and development goods
<input type="checkbox"/> Church buying goods for food bank or to sell meals to members	<input type="checkbox"/> Snowmaking/grooming equipment; or aerial tramway component
<input type="checkbox"/> Food bank or soup kitchen buying food or food service goods	<input type="checkbox"/> Other goods or entity exempt by law under the following statute (required) _____
<input type="checkbox"/> Glider kits for IRP-registered vehicles	
<input type="checkbox"/> Heating fuel	

Buyer: Read and sign. I certify that all statements I have made on this form are true and correct to the best of my knowledge. I understand that falsification of this certificate for the purpose of evading payment of tax is a misdemeanor. Other penalties may also apply.

Buyer's Signature	Buyer's Name (please print)	Title
Buyer's Federal EIN or Driver's License No. and State of Issue		Date

Seller: Each exemption a customer may claim on this form has special rules (see instructions). It's your responsibility to learn the rules. You must charge tax to any customers and on any goods that don't qualify for a claimed exemption and are taxable by law.

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INSTRUCTIONS

1. Buying for Resale: The buyer must have an Idaho seller's permit number unless he is a wholesaler who makes no retail sales or an out-of-state retailer with no Idaho business presence (e.g. physical location, representatives or employees, etc.) An Idaho seller's permit number has up to nine digits followed by an "S." **Example: 123456-S.** If the number contains any other letter or is an inappropriate number, such as a federal Employer Identification Number, the certificate is not valid. If you wish to verify a seller's permit number, call any State Tax Commission office.

2. Producer Exemptions: Businesses that produce products for resale can buy goods that are directly and primarily used in the production process without paying tax. Loggers, publishers of free newspapers (with at least 10% editorial content) and broadcasters are granted a similar exemption. However, a seller must charge these buyers sales tax on any of the following:

- A hand tool with a unit cost of \$100 or less
- Transportation equipment and supplies
- Research equipment and supplies
- Goods used in selling/distribution
- Janitorial or cleaning equipment or supplies
- Maintenance or repair equipment and supplies
- Office equipment and supplies
- Any licensed motor vehicle or trailer and parts
- Aircraft and parts
- Recreation vehicle
- Goods that become improvements to real property (such as fence posts)

Note to seller: You may stamp or imprint a Producer Exemption Claim on the front of your invoice. If a customer fills in his exemption claim on a stamped or imprinted statement each time you make an exempt sale to him, you do not have to keep a Form ST-101 on file for the customer. Contact any Tax Commission Office to obtain the required language for the statement.

3. Exempt Buyers: These buyers are exempt from tax on all purchases.

Hospitals: Only licensed nonprofit hospitals qualify. Nursing homes or similar institutions do not.

Schools: Only nonprofit colleges, universities, primary and secondary schools qualify. Schools primarily teaching subjects like business, dancing, dramatics, music, cosmetology, writing and gymnastics do not qualify. Auxiliary organizations, such as parent-teacher associations and alumni groups, do not qualify.

Centers for Independent Living: Only nonresidential centers run by disabled persons that provide independent living programs to people with various disabilities qualify.

Qualifying Health Organizations: Only these qualify--

American Cancer Society	Idaho Primary Care Association
American Diabetes Association	and its Community Health Centers
American Heart Association	Idaho Ronald McDonald House
The Arc, Inc.	Idaho Women's and Children's Alliance
Arthritis Foundation	March of Dimes
Children's Home Society of Idaho	Mental Health Association
Easter Seals	Muscular Dystrophy Foundation
Family Services Alliance of SE Idaho	National Multiple Sclerosis Society
Idaho Cystic Fibrosis Foundation	Rocky Mountain Kidney Association
Idaho Diabetes Youth Programs	Special Olympics Idaho
Idaho Epilepsy League	United Cerebral Palsy
Idaho Lung Association	

Government: Only the federal government and Idaho state, county or city government qualify. Sales to other states and their political subdivisions are taxable.

4. Contractor Exemptions: Three exemptions apply to contractors. In each case, a contractor must list the job location, project owner, and whether the exemption claim applies to a specific invoice or purchase order, or to all purchases for a specific job number.

Nontaxing State: Construction materials for a job in a nontaxing state are exempt from Idaho sales tax. This exemption applies only to materials that will become part of real property and only if the contractor is not subject to a use tax or a similar tax in the other state. Jobs in Oregon, Montana and Alaska qualify, and some jobs in Washington.

Agricultural Irrigation: Irrigation equipment and materials for an agricultural irrigation project are exempt. Only agricultural irrigation projects qualify. For example, an irrigation system for a golf course or a residence would not qualify.

Production Equipment: A contractor who installs production equipment for a producer/manufacturer can buy the materials for the production equipment exempt from tax. This exemption does not apply to materials that become part of real property.

5. Other Exempt Goods and Buyers: If a buyer claims an exemption that is not listed on this form, he should mark the "other" block and must list the section of the law under which he is claiming the exemption or the certificate is not valid.

Aircraft Purchased by Nonresidents for Out-of-State Use: An aircraft sold to a nonresident is exempt if it will be immediately removed from Idaho and registered in another state and will not be stored or used in Idaho more than 90 days in any 12-month period. Aircraft kits and hang gliders do not qualify for this exemption.

A business is a "nonresident" if it has no business presence in Idaho. A business with property in Idaho, or employees working here, does not qualify for this exemption.

Aircraft Used to Transport Passengers or Freight for Hire: Only aircraft purchased by an airline, charter service, air ambulance service or air freight company qualify. Parts and repair and replacement materials for the exempt aircraft are also exempt. Examples of aircraft that don't qualify for this exemption are those used for recreational flights, aerial spraying, dumping or logging.

American Indian: Sales to an enrolled Indian tribal member are exempt if the seller delivers the goods to him within the reservation boundaries. The buyer's Tribal Identification Number is required.

Church: A church may buy food to sell meals to its members or qualifying goods for its food bank without paying tax. Churches must pay tax on all other goods they buy to use.

Food banks and Soup Kitchens: Food banks and soup kitchens may buy food or other goods used to grow, store, prepare or serve the food exempt from sales tax. The exemption does not include licensed motor vehicles or trailers.

Heating Fuels: Heating fuels such as wood, coal, petroleum, propane and natural gas are exempt when purchased to heat an enclosed building or a building under construction, or when used for cooking or water heating.

Livestock: Sales of cattle, sheep, mules, horses, swine and goats are exempt when sold at a public livestock market. Sales of other animals do not qualify for this exemption.

Medical Items: Only the following medical goods qualify if they will be administered or distributed by a licensed practitioner; drugs, oxygen, insulin, syringes, prosthetic devices, durable medical equipment, dental prosthesis, orthopedic appliances, urinary and colostomy supplies, enteral and parenteral feeding equipment and supplies, hemodialysis and peritoneal dialysis drugs and supplies, and chemicals and equipment used to test or monitor blood or urine of a diabetic.

Pollution Control Equipment: Equipment required by a state or federal agency and "dry to dry transfer systems" used by the dry cleaning industry qualify. Chemicals and supplies used for pollution control do not qualify. Equipment for licensed motor vehicles does not qualify.

Research and Development at INEEL: Only goods that are directly and primarily used in research, development, experimental and testing activities at the Idaho National Engineering and Environmental Laboratory qualify. Items that become a part of real property do not qualify.

Ski Resorts: The owner or operator of a downhill ski area with an aerial passenger tramway may buy parts, material and equipment that become a component part of the tramway and snowgrooming and snowmaking equipment for the slope exempt from tax. An aerial tramway includes chair lifts, gondolas, T-bar and J-bar lifts, platter lifts, rope tows and similar devices.

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ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE ORDERING

Terms and Conditions

Price, specification, and terms are subject to change without notice

Payment Methods

Visa, MasterCard, American Express and Discover Card, Prepaid Company Check, Business Check, Cashier Check or Money Order, Purchase Orders (Credit Application will have to be submitted and approved for an account with us). International orders may be paid by wire transfer, bank check, and credit card. No COD orders.

Product Pricing

Current Dealer pricing can be calculated on Razorback Offroad™ website. Due to raw good cost fluctuations the most accurate MSRP price will be posted on the website. Dealers will receive a percentage off of MSRP based on Dealer Agreement.

Returns/Restocking Fee/Additional Fees

ALL DAMAGE AND MISSING PARTS CLAIMS MUST BE REPORTED WITHIN 48 HOURS OF RECEIPT OR CLAIMS WILL NOT BE HONORED

Merchandise purchased through Razorback Offroad may be returned within 30 days of receipt for a full refund or a credit towards your account only if in new and unopened/unused condition. All returns must be expressly authorized with an RGA number by an authorized representative of Razorback Offroad within 30 days of order placement. To request an RGA number, you may call during business hours 8:00am - 5:00pm (MST). Once authorized, returned products must be received by Razorback Offroad within 15 days of issuance of authorization.

Any returns received within 30 days of order placement, that are returned used, have missing packaging, missing parts and instructions, or cannot be re-sold as new, will be assessed with a 20% restocking fee and the remaining credit will be issued to your account for future use. All returns must be expressly authorized with an RGA number by an authorized representative of Razorback Offroad. Once authorized, returned products must be received by Razorback Offroad within 15 days issuance of authorization.

Any returns received within 31 to 60 days of order placement, that are returned in new and unopened/unused condition, will be assessed with a 30% re-stocking fee and the remaining credit will be issued to your account for future use.

Any returns received within 31 to 60 days of order placement, that are returned used, have missing packaging, missing parts and instruction, or cannot be re-sold as new, will be assessed with a 40% restocking fee and the remaining credit will be issued to your account for future use. All returns must be expressly authorized with an RGA number by an authorized representative of Razorback Offroad. Once authorized, returned products must be received by Razorback Offroad within 15 days of issuance of authorization.

NO returns will be accepted after 60 days



Shipping & Returns Policy

Shipping Charges On Returned Merchandise

Shipping charges will not be refunded, unless an error was made by Razorback Offroad™ in shipping. Shipping charges are non-refundable.

Customer is solely responsible for shipping any returned product to Razorback Offroad™. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping charges and all risk of loss for the return product during shipment.

Refused or Undeliverable Packages And Shipments

Sometimes, a carrier will be unable to deliver a package to the address provided to them. Razorback Offroad™ cannot ship to P.O. Boxes, APO, FPO addresses. This can happen if the address provided is incorrect, or if the person receiving that shipment at that address refuses it. If this happens, the package will be returned to Razorback Offroad™. We will provide a refund to the buyer for the item, less a 30% restocking fee and the shipping charges incurred by Razorback Offroad™ (the cost of shipping the package to you and back to us) or the customer will provide a new shipping address and we will re-consign the order. The additional shipping cost due to the re-consignment will be billed to the customer. This policy applies to all products, including items that are featured with free shipping promotions.

Back Orders

Any items that are unavailable will be placed on back order. You will be contacted of the back order status via email. We try to ship complete to keep shipping costs down. Additional shipping costs will be added to your order when split shipping.

Order Status

Razorback Offroad™ will do everything possible to keep you informed of your order via phone or email.

Changing Orders

You may request a change to your order, provided your order has not already been shipped. Please call during business hours to change your order. Please always have your invoice or purchase order number ready.

Canceling Orders

You may request a cancellation of your order, provided your order has not already been manufactured or processed and shipped. Please call during our business hours to cancel your order. If your account has already been charged, you will receive a credit back to your account.

Product Listings

Razorback Offroad™ product descriptions are not designed or intended to replace your personal product knowledge, experience and/or research or that of a professional installer, dealer, or manufacturer.

Razorback Offroad™ strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, and any other product information. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, Razorback Offroad™, at its sole discretion, shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information.



Razorback Offroad™ Agreement

By accepting delivery of any product delivered from Razorback Offroad™, you ("Customer") agree to be bound by the terms and conditions listed below. You and Razorback Offroad™ agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and Razorback Offroad™. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Razorback Offroad™.

1. LIMITATION OF LIABILITY

In all circumstances, Razorback Offroad™ maximum liability is limited to the purchase price of the products sold. Razorback Offroad™ shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. Razorback Offroad™ shall not be liable for third party claims for damages against the customer, or for malfunction, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or Razorback Offroad™ is apprised of the possibility of such claims or damages.

2. GENERAL TERMS AND CONDITIONS

Payment Terms Orders: An order is not binding upon Razorback Offroad™ until it is accepted; Razorback Offroad™ must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, or some other method prearranged with Razorback Offroad™. You agree to pay the amount(s) due as specified on the invoice.

Shipping Charges: Your total cost for purchase of any product will include shipping and handling charges shown on the Razorback Offroad™ invoice.

Title & Risk of Loss: Razorback Offroad™ will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier. Razorback Offroad™ reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow Razorback Offroad™ to sign appropriate documents on Customer's behalf to permit Razorback Offroad™ to protect its purchase money security interest. Razorback Offroad™ will advise Customer of estimated shipping dates, but Razorback Offroad™ will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Governing Law and Jurisdiction: Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Razorback Offroad™ and Customer shall be governed by the laws of the State of Idaho, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Razorback Offroad™ and Customer consent to the exclusive jurisdiction and the venue of the State Courts of the State of Idaho, Elmore County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agrees not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Razorback Offroad™ that is more than one year after the date of the applicable invoice.

Severability: If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Idaho law.



Shipping & Returns Policy

Waiver: The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement: These terms and conditions, together with the Razorback Offroad™ invoice respecting the products ordered by Customer, are the complete and exclusive agreement between Razorback Offroad™ and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Razorback Offroad™ and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

Illegal Activity, Fraud or Non-Payment for Merchandise: In the event of any illegal activity against Razorback Offroad™, we reserve the right to turn over the information collected to the appropriate authorities, lawyers and credit collection personnel. Included is any fraudulent use of credit cards, checks, money orders or wire transfers.

Razorback Offroad™ reserves the right to use all legal means to recover payment for any orders shipped. This includes non-payment as a result of credit card charge-backs or disputes, and checks with insufficient funds or stop payment.



Advertising Information & Logos

Advertising Information

Here at Razorback Offroad™ we make every effort to help your company be successful in selling Razorback Offroad™. Below are a list of advertising opportunities that are available to you for being a distributor with Razorback Offroad™.

- **Ad Creation/Fliers for promotion of Razorback Offroad™**
- **Media disk with product images, fliers and logos (for marketing or website use)**
- **Customized Brochures containing your company's logo**
- **Advertising Co-op Opportunities (call for more information)**

A Razorback Offroad™ dealer can request a media disk that contains the following:

- **Razorback Offroad™ Logos**
- **Product Images**
- **Product Fliers**
- **Razorback Offroad™ Videos**

Contact Razorback Offroad™ by calling 208-696-7230 for additional images, flier, or other marketing materials.

Custom fliers and brochures can be designed to help you promote and market Razorback Offroad™. Please send us a high resolution digital copy of your logo and we will design the promotional and marketing materials for you.

Please call the Advertising/Marketing Department at 208-696-7230 for file types or special needs.

RBO Logos





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DEALER GUIDE



INVENTIVE EDGE, LLC
dba RAZORBACK OFFROAD™

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