



DEALER APPLICATION

SECTION 1: APPLICANT INFORMATION

BILLING ADDRESS

Company Name: _____

Address: _____

City: _____

State: _____

Zip / Postal Code: _____

Country: _____

Phone: _____ Fax: _____

E-mail: _____

Web Site: _____

SHIPPING ADDRESS

☐ Commercial Address ☐ Check if some as above

Suite ☐ Unit ☐ Box ☐ Number: _____

Address: _____

City: _____

State: _____

Zip / Postal Code: _____

SECTION 2: BUSINESS INFORMATION

Type of Business*:

☐ Corporation ☐ Other: _____

☐ LLC _____

Annual Sales: _____

Business Contact Name: _____

Contact E-mail: _____

Contact Mobile Phone: _____

List of Owners Name(s) / Corporate Officers and Titles:

Number of Years in

Business: _____

Product Range:

☐ In-House Dyno _____

☐ On Site Service Garage _____

☐ Mobile Customer Service _____

☐ Web Based Sales _____

SECTION 3: DEALER TYPE

Please select the product lines you are willing service:



Please list the counties you are willing to service

**Territory assignment is at the sole discretion of STEINBAUER.

SECTION 4: CONTACTS

SALES

Name: _____

Phone Number: _____

Email: _____

ACCOUNTS

Name: _____

Phone Number: _____

Email: _____

OTHER

Name: _____

Phone Number: _____

Email: _____

*Please provide copy with application.



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STEINBAUER

SECTION 5: PAYMENT INFO

In order to process your dealer application we require your company credit card information. You will be notified of the amount of your order prior to any charges on this credit card.

Card Type:

VISA ☐ MC ☐ AMEX ☐ DINERS ☐ OTHER: _____

Card Number: _____

Exp. Date: _____ CVV Number (3-4 Digits): _____

Name on Credit Card: _____

- ☐ Please Check if you would like us to retain this credit card information for future purchases.

SECTION 6: SOCIAL NETWORK

 Twitter: _____

 Facebook: _____

 Youtube: _____

 Instagram: _____

SECTION 7: GENERAL INFORMATION

How did you hear about us?

SECTION 8: CREDIT REFERENCE

Bank name: _____

Address: _____

City: _____ Zip Code: _____

State: _____

Account: _____

Direct Number: _____

Trade Reference 1: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

Trade Reference 2: _____

Address: _____

Contact: _____

Phone: _____

Fax: _____

SECTION 9: AUTHORIZED SIGNATURE

We certify that all information on this form is correct and that we fully understand your credit/payment terms and agrees to the proper payment in consideration of extended credit. You are, hereby authorized to obtain any information consider necessary from any source concerning the statement in this application.

I _____

can confirm that

I will to act as Guarantor for the above noted application. I understand that by agreeing to act as guarantor I may become personally liable for the indebtedness for products supplied by STEINBAUER.

Signature _____ Name _____

Position _____ Date _____

OFFICE USE ONLY

Sales Representative Name _____ Process Date _____

SECTION 10: TERMS AND CONDITIONS

By signing and submitting this application, the applicant acknowledges and agrees to the following:

This application is submitted for reviews by STEINBAUER LLC; it officers, employees and agents. STEINBAUER LLC may in reviewing this application investigate and evaluate the credit worthiness, general reputation, character, background and business experience of the applicant and the applicant expressly requests and authorizes any individual, partnership, or corporation to provide STEINBAUER LLC; its employees and agents with any and all information which may be requested of them in connection with the review of this application.



DEALER APPLICATION

SECTION 10: TERMS AND CONDITIONS CONT.

NOTICE: THIS PURCHASE AND ALL DOCUMENTS PERTAINING TO IT, INCLUDING ANY QUOTATION, PROPOSAL, ORDER CONFIRMATION, ORDER ACCEPTANCE, DELIVERY NOTE OR INVOICE (COLLECTIVELY, "SALES DOCUMENTS") IS SUBJECT TO AND CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE ("TERMS") UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY STEINBAUER Performance LLC. ("SELLER").

1. Order Process; Acceptance; Additional or Conflicting Terms. (a) All sales of accessory electronics and any other products sold by Seller (individually, "Product" and collectively, "Products") are contracts entered into in North Carolina and then only in accordance with Seller's Sales Documents and these Terms. (b) Every contract between Buyer and Seller for the sale of Products shall be governed by the terms contained in Seller's written quotation, proposal, any subsequent order confirmation or delivery note and these Terms (the "Contract"). In no event shall Buyer's terms apply to, nor shall Buyer's proposed additional or different terms modify, the Contract unless Seller expressly includes the proposed terms in the Contract. Seller hereby objects to and rejects any additional or different terms or conditions proposed by Buyer or contained in any purchase order, commercial document or other correspondence from Buyer, regardless of any knowledge Seller may have of such terms, and such terms shall not bind Seller. If any of these Terms conflict with Seller's Sales Documents, the specific terms stated in those Sales Documents shall prevail over these Terms. The Contract supersedes any commercial documents issued by Seller. The applicable terms of the latest Sales Documents shall control over such terms in any prior Sales Documents. No other terms or changes, modifications, amendments or waivers of any terms in the Contract shall apply to Seller unless in writing and signed by an authorized officer of Seller. Buyer may not cancel or change the Contract except with the prior written consent of Seller.

2. Prices; Payment. (a) All prices are as specified at the time Buyer places the order (and are subject to change if Seller allows a change in the quantity). If no price has been specified or quoted, will be Seller's price according to its catalogs or price lists in effect at the time of delivery. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. (b) The price does not include any sales, use, personal property, excise, transfer or other tax, duties or assessment related to the Products or their purchase and sale which may be imposed by any governmental authority, all of which shall be the obligation of, and paid by, Buyer. In the event that Seller pays any such tax or assessment, Buyer shall reimburse Seller. Buyer is responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability. (c) Buyer must pay for all Products in advance, or as advised by the Seller at the time of order. If paid by credit card and Buyer agrees to pay the processing fee (currently 2%) associated with payment by credit card. Customer Service can resolve billing issues or questions and can be reached by calling 269-230-0400 or info@steinbauerusa.com. Buyer shall pay Seller's reasonable attorneys' fees and other costs of collection of any past due amounts, and Seller may, at its sole discretion, take any of the following actions: suspend performance; terminate the Contract for default; require Buyer to pay the full Contract price; and take any other actions or pursue any other remedies under applicable law. Failure by Seller to charge interest on late payments or to exercise its right to suspend its performance shall not be construed as a waiver of any other legal or equitable remedies.

3. Delivery. Prices do not including any shipping or delivery costs. Buyer makes the choice of its shipping option and agrees to pay the applicable cost associated with that option as billed by Seller. Seller recommends Buyer select a shipping method with delivery confirmation. Orders are generally shipped within 24 hours of receipt (Monday through Friday). Please be advised that shipments are not sent on Saturday, Sunday or any holidays. Seller does not guarantee any specific shipment or delivery dates or times. Any shipping or delivery schedule, quotation, forecast or commitment is only an estimate and Seller will not be liable for any delay or failure to deliver all or any part of any order for any reason. Seller shall not be responsible for any damage to the Products caused by a carrier and Buyer's sole recourse for such damage shall be against the carrier. In no event will Seller refund or credit any delivery, shipping or processing charges.

4. Limited Warranty. Seller's warranty for the Products is set forth in the 3-year Limited Warranty and Disclaimer, the terms can be found at www.steinbauerwarranty.com and which are incorporated into these Terms.

5. Limitations; Exclusions. (a) IN NO EVENT SHALL SELLER'S LIABILITY (OR THE LIABILITY OF THE IMPORTER OF THE PRODUCT), WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE PURCHASE PRICE OF THE PRODUCT, OR PART OF THE PRODUCT, AT ISSUE (b) Buyer is solely responsible for proper selection and application of the Products. Seller is not responsible for any injury or damage resulting from the use or application of the Products, alone or in conjunction with other products.

(c) UNDER NO CIRCUMSTANCES SHALL SELLER (OR THE IMPORTER OF THE PRODUCT) BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, LOSSES, OR EXPENSES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States do not allow the exclusion or limitation of incidental or consequential damages as it relates to the warranty, so the above limitation or exclusion may not apply.

6. No License. Buyer agrees and confirms that it has no, and Seller's sale of the Products shall not be construed as granting to Buyer any, license or intellectual property or similar right applicable to or in the Products, or any estimates, drawings, illustrations, calculations, installation instructions or other document Seller provides to Buyer even if developed jointly by Buyer and Seller. Seller retains ownership and control over all intellectual property including patents, trademarks, and copyrights applicable to or arising out of the Products, whether developed by Seller or jointly, as well as the exclusive right to manufacture the Products. Buyer shall not name or designate any Seller product information or Products in any process patent application. Buyer may not alter or remove, and shall abide by, any patent, trademark, copyright, trade secrets, proprietary or other notices contained on or in the Products.

7. Confidential Information. All confidential or proprietary information ("Confidential Information") provided by Seller to Buyer shall not be used by Buyer, or disclosed by Buyer to any person, unless the disclosure is agreed to in writing by Seller or the Confidential Information is otherwise generally available to the public.

8. No Set-off. Buyer shall not have any right of set-off with regard to any amounts owed to Seller, regardless of any dispute that may arise between the parties.

9. Limitation on Actions. Any action or proceeding by Buyer arising out of or relating to this Contract or the Products will be forever barred unless it is commenced within the earlier of: (a) one year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. Buyer must give Seller prompt written notice of any claim regarding this Contract or the Products. This Section is not intended to modify the similar provision set forth in the 3-year Limited Warranty and Disclaimer.

10. Force Majeure. Seller will not be liable, and performance will be deemed extended, for delays or failure to perform directly or indirectly resulting from events and causes beyond its reasonable control, including but not limited to accidents, acts of God, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), and delays in obtaining (or the inability to obtain) labor, materials or services through usual sources at normal prices. Seller shall have no obligation to purchase supplies of any Product to enable it to fulfill any order.

11. No Waiver; Severability. Any failure by Seller to exercise any of its rights under these Terms or any Sales Documents shall not be construed as a waiver of such rights. In the event any of the provisions of these Terms of any Sales Documents are held to be invalid by any court of competent jurisdiction, such provision(s) shall be deemed to be severable and these Terms and any Sales Documents shall then be construed and enforced in accordance with the remaining provisions.

12. Choice of Law; Venue. This transaction and any controversy arising from or relating to the transaction or the Products shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles and this Contract shall not be governed by the provisions of the United Nations Convention on the International Sale of Goods ("UNCISG") which is expressly excluded. The parties agree that any and all disputes or controversies arising out of or relating to this Contract or the purchase and sale of Products shall be commenced and heard only in the Michigan State Courts and the United States District Court for the Michigan, which shall constitute the sole and exclusive judicial forum(s) and venue. Buyer and Seller hereby consent and submit to the jurisdiction and venue of those courts.

13. Entire Agreement.

The Contract contains the entire agreement of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, usages of trade and courses of dealing, whether written or oral.

Initial



DEALER APPLICATION

+25%
MORE POWER
MORE TORQUE*
WITH STEINBAUER POWER MODULE

PRECISION. ACHIEVED. STEINBAUER.

STEINBAUER Performance is an innovative, brand independent developer and manufacturer of advanced performance electronics for modern diesel and turbo gas engines. With over 25 years experience in the industry STEINBAUER offers products to improve the efficiency and performance of your engine.

Why buy STEINBAUER ...

- » No change in ECU programming
- » Advanced European technology
- » Reduced operating costs
- » Field tested in North America
- » Dust, vibration and moisture resistant
- » NO INCREASE IN COMMON RAIL PRESSURE

The **STEINBAUER** additional electronic is the safest and most effective way to tune modern diesel and turbo gas engines. STEINBAUER's microprocessor-controlled, "Intelligent PowerModule", works with your ECU and not against it, ensuring the factory ECU remains in control of the engines original safety settings. **STEINBAUER** module's are a Plug'n'Play solution and are designed to be easily and efficiently installed using original plug connectors.

With satisfied customers in over 30 countries and the largest application list on the market **STEINBAUER** continues to deliver performance results for:

- » Agricultural Machinery
- » Heavy Duty Equipment
- » Marine Engines
- » RV's / Motorhomes



The Power of America's Favourite Farming Podcast



Head Office Austria



North American Office - Michigan

We stand behind the product that we sell.



STEINBAUER Service means that you are never alone. With over 25 years experience in Intelligent Additional Performance Modules, STEINBAUER remains at the forefront of our industry and STEINBAUER continues to develop, manufacture and deliver every product that we sell. With a solid global Sales & Distribution network in place our commitment is to deliver the best possible customer service and product - no matter where in the world you are. We pride ourselves on offering unrivalled customer service and support and look forward to working with you to develop a strong and successful business relationship.

