



150 Market Street, New Bern, NC 28560
 Phone 800.487.2335, 252.633.2155 Fax
 252.633.3701
 www.rightparts.com ar@rightparts.com

**Quebec Canada Distributor
 Application & Agreement**

Company Information

Entity Legal Name: _____ Phone: _____ Fax: _____
 DBA (if any): _____ Type of Business: (Parts/Service/Other) _____
 Country Where Entity Registered: _____ Registration Number/TIN: _____
 Bill To Address: _____ City, State, Zip: _____
 Ship To Address: _____ City, State, Zip: _____
 Corporation - State Incorporated: _____ Partnership Sole Proprietorship LLC Other _____
 Year Business Started: _____ Industries served: _____ Dealer Franchises: _____
 Website URL: _____ Estimated Yearly Purchases: \$ _____
 Credit Amount Requesting? _____ PO Required?: Attached copy of resale certificate
 Payment Contact Name: _____ Phone: _____
 Payment Contact Email: _____ Invoices/Statements Email: _____
 Parts Manager: _____ Email: _____ * Yes No
 Parts Department: _____ Email: _____ * Yes No

* We send all of our important parts and company information via email, please opt in. On each email you have the option to opt out.

Officer/Executive/Senior Management Information (List name, title, and email for senior leadership in company)

Name: _____ Title: _____ Email: _____
 Name: _____ Title: _____ Email: _____

Owner Information (List name and % ownership of any Owners with 25%+ ownership interest)

Name: _____ Percentage Ownership: _____
 Name: _____ Percentage Ownership: _____
 Name: _____ Percentage Ownership: _____
 Name: _____ Percentage Ownership: _____

Trade References: Fax Numbers or Email Required

Company Name: _____ Type of Business: _____
 Phone: _____ Fax/Email: _____ Year Account Opened: _____
 Company Name: _____ Type of Business: _____
 Phone: _____ Fax/Email: _____ Year Account Opened: _____
 Company Name: _____ Type of Business: _____
 Phone: _____ Fax/Email: _____ Year Account Opened: _____

I certify that, as a basis for the extension of credit, all the information on this Application & Agreement is correct. Further, I authorize verification of all credit and trade references. The Standard Terms and Conditions have been carefully read by the undersigned and are fully understood to represent the agreement under which applicant and Velocity Vehicle Group Carolinas III, LLC DBA Aftermarket Parts will conduct business. By signing this document, the undersigned agrees and accepts the terms and conditions including warranty information as stated in the Standard Terms and Conditions. An electronically signed copy delivered by email or other means of electronic transmission is deemed to have the same legal effects as an original signed copy. The undersigned represents that he/she has the authority to execute this document.

 Signature of Owner/Officer Name Printed Title Date

Standard Terms and Conditions – US and Canada

These are the standard terms and conditions for international customers offered by Velocity Vehicle Group Carolinas III, LLC DBA Aftermarket Parts, hereinafter referred to as “Aftermarket Parts”. These Standard Terms and Conditions (hereinafter, “Agreement”) shall apply to all parts purchased by you from Aftermarket Parts.

Exclusivity: No territorial protection or exclusivity of any kind is granted by this Agreement.

Business Structure: Aftermarket Parts must be notified in writing of any change in your business structure, including any change in name, ownership, and/or your form of operations.

Activity: An initial order of sufficient size (as determined by Aftermarket Parts) to service your market may be required. Thereafter, orders of a magnitude deemed sufficient, as determined by Aftermarket Parts in its sole discretion, will be required for this Agreement to remain in effect.

Prices: Appropriate pricing information will be provided upon approval by Aftermarket Parts of the Credit Application and this Agreement. Quoted availability is subject to change prior to sale. All merchandise will be invoiced at the price in effect at the time of shipment. All prices are in U.S. Dollars and prices are subject to change without notice unless otherwise specified.

Acceptance or Rejection of Purchase Orders: Aftermarket Parts may, in its sole discretion, accept or reject any purchase order. Aftermarket Parts may accept any purchase order by responding to the order with an acceptance or a rejection (whether by written confirmation or rejection, invoice, email, or otherwise) or by making the parts available for shipment, whichever occurs first. No order is binding on Aftermarket Parts unless accepted by Aftermarket Parts as provided in this Agreement.

Aftermarket Parts may, in its sole discretion, without liability or penalty, cancel or amend any purchase order accepted by Aftermarket Parts hereunder, in whole or in part: (1) if Aftermarket Parts discontinues its sale of the parts or reduces or allocates its inventory of the parts; (2) if Aftermarket Parts determines that you are in violation of your payment obligations or are otherwise in breach of this Agreement; or (3) as otherwise set forth in this Agreement.

Terms: If open account status has been established, the entire balance is due and payable in full by the tenth day of the month following the date of purchase. All payments will be made by wire transfer to our bank. All payments are to be in U.S. Dollars. Appropriate bank information for wire transfer is provided above.

Invoicing: A priced packing slip will accompany every order. An invoice will be emailed for each shipment.

You shall notify Aftermarket Parts of any dispute with an invoice (along with substantiating documentation) within 10 days from the date of the invoice. You are deemed to have accepted all invoices for which Aftermarket Parts does not receive timely notice of disputes and shall timely pay all amounts due under these invoices. The Parties shall seek to resolve all disputes expeditiously and in good faith. Notwithstanding anything to the contrary, you shall continue performing your obligations under this Agreement during any dispute, including, without limitation, your obligation to pay all invoice amounts when due, including any disputed invoices.

Statements: We send a monthly statement detailing each outstanding transaction. We strive to send this on the first business day of each month. Remittance Advice or a copy of the statement explaining your payment, must accompany payment.

Finance Charges: A 1.5% per month (18% annual percentage rate) finance charge or the maximum allowed by law, whichever is less, will be applied to all past due balances which have not been paid by the end of the month following that of purchase.

Litigation: If your account is referred to any attorney for collection because of your noncompliance with the terms of this Agreement, you hereby agree to pay all costs and expenses incurred by Aftermarket Parts including, but not limited to, the payment of reasonable attorney’s fees.

Return Check Policy: Once a check is returned, future shipments will be made “Cash in Advance” or “Certified Funds Only.”

Errors: If you feel there has been an error, you must notify Aftermarket Parts in writing within 30 days of the date of the shipment in question. Any dispute or controversy arising out of this contract, including the sale of merchandise or the furnishing of services, shall be determined by the laws of the state of North Carolina, USA. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina, USA in each case located in the County of Craven, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

No Setoff: You shall perform your obligations under this Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Aftermarket Parts, whether under this Agreement or applicable law.

Termination: Aftermarket Parts may terminate this Agreement for any reason at any time by written notice. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement. Any outstanding balance owed to

Aftermarket Parts, including, but not limited to, finance charges, costs, and fees, shall be due immediately upon termination. Refusal to update credit information could result in the cancellation of your account.

Special Orders: Special ordered parts cannot be canceled or returned. Payment in full is required on all special order parts before they are placed on order. Freight in to Aftermarket Parts and out to distributor will be billed to the distributor.

Returns: Only Aftermarket Parts stocking items will be considered for return. All returns must be authorized with our return materials authorization (RMA) number prior to return. All returns are subject to a restocking charge. Returned items must be unused and in new and saleable condition. A copy of the original purchase invoice must accompany all returned items. Items returned within 30 days after date of purchase will be credited less 15% of purchase price. Items returned 31 to 60 days after date of purchase will be credited less 30% of purchase price. No credit will be allowed on items returned after 60 days from the date of purchase. You are responsible for all freight, insurance, customs, and broker charges on return shipments. Parts must be returned to: Aftermarket Parts, 150 Market St., New Bern, NC 28560, USA.

Backorders: Backorders generated from a shipment will be held for shipment with your next order unless you specified other arrangements.

Freight: Orders qualify for prepaid (free) freight once the order has exceeded minimum amount per destination. Destination must be a commercial location and have off-loading capabilities or charge backs may occur.

1. Minimum amount of Aftermarket Parts Prime Items by destination.

Destination	Min. Amount of AMP Prime Items
Continental US – East of the Mississippi River	\$1,500.00
Continental US – West of the Mississippi River	\$2,000.00
Canada	\$2,500.00

2. AMP Prime Items include stocking items as confirmed by Aftermarket Parts which excludes large pumps, seats, some mufflers, and other large parts. Non-Prime items can be added to prepaid orders that meet the prepaid minimum and will ship with those orders.
3. For prepaid, free freight, orders, carriers will be designated by Aftermarket Parts.
4. For orders that do not qualify for prepaid, free freight, carriers will be designated by Aftermarket Parts, unless otherwise specified by the distributor. The distributor will be responsible for these freight charges.
5. Aftermarket Parts reserves the right to decline any request for direct shipment, order shipped to locations other than those approved on your application.

6. Backordered items will be shipped upon receipt once the distributor has been notified. Freight will be charged on this shipment.

All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes or charges imposed by any governmental authority on any amounts payable by you under this Agreement. You are responsible for payment of all charges, costs, taxes, and other fees imposed by any governmental authority related to your purchase, sale, or distribution of the parts.

Transit Losses: The responsibility of Aftermarket Parts ceases when shipments have been accepted by the carrier. Insurance for shipment is your responsibility. Any loss or damage must be reported at the time of delivery to the carrier and notice must also be given to Aftermarket Parts to file the claim. Keep all damaged boxes and take pictures before opening, if possible. Invoice payment must not be withheld pending the outcome of any claim.

Warranty: Aftermarket Parts warrants to the original purchaser that parts warranted by it shall be free from defects in material and workmanship under normal use for 180 days from the date of retail sale. Aftermarket Parts's sole obligation under this warranty is limited, at Aftermarket Parts's option, to replacement of the part at no charge or an extension of credit for the cost of the part, provided that the return is pre-authorized and that the part is returned, prepaid including freight, customs and broker charges, to Aftermarket Parts and determined by Aftermarket Parts to be defective in material or workmanship. This warranty shall not apply to any part which has been subject to negligence, an accident or misuse, misapplication, improper installation or maintenance, or which has been repaired or altered in any way which in the judgment of Aftermarket Parts would impair the performance of the part.

Any claims arising out of this warranty must be made in writing to Aftermarket Parts within 30 days of the part(s) failure, but in no instance, more than 210 days after the original purchase.

Any "brand name" or other item distributed by Aftermarket Parts but warranted by its manufacturer will be adjusted or warranted at the sole discretion and convenience of that manufacturer. Aftermarket Parts assumes no liability whatsoever for the performance or any other characteristic of such item.

This warranty and the obligations and liabilities of Aftermarket Parts hereunder are exclusive and in lieu of all warranties, expressed or implied, including any implied warranty or guaranty of merchantability of fitness for a particular purpose, and is also in lieu of all other obligations or liabilities of the company, including any obligation or liability arising for contract, tort or otherwise for damages, whether direct, indirect or consequential. The foregoing warranty states Aftermarket Parts's entire and exclusive remedy for any claim of damages in connection with the sale of Aftermarket Parts's parts. Except as expressly provided hereinabove, there are no

other warranties, expressed or implied, made by Aftermarket Parts and Aftermarket Parts neither assumes nor authorizes any other person or firm to assume for it any other obligation or liability in connection with the sale of its parts.

Said warranty to apply to the defective part only and will not cover secondary parts damage, labor, travel time, or mileage.

In no event is Aftermarket Parts liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, or diminution in value of your business, arising out of or relating to any breach of this Agreement, regardless of: (i) whether the damages were foreseeable; (ii) whether or not Aftermarket Parts was advised of the possibility of the damages; and (iii) the legal or equitable theory (contract, tort or otherwise) on which the claim is based. IN NO EVENT SHALL AFTERMARKET PARTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO AFTERMARKET PARTS PURSUANT TO THIS AGREEMENT IN THE YEAR PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000, WHICHEVER IS LESS.

Indemnification: You shall indemnify, defend, and hold harmless Aftermarket Parts and its parent, officers, directors, shareholders, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers (collectively, "Losses"), incurred by Indemnified Party out of or relating to any claim of a third party relating to or alleging:

- (a) a breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by you;
- (b) any bodily injury, death, or damage to real or tangible personal property caused by your negligent acts or omissions;
- (c) any infringement, dilution, or other violation of any third-party trademark rights;
- (d) any failure by you to comply with any applicable laws; or
- (e) any negligent or more culpable act or omission of you in connection with the performance of your obligations under this Agreement.

Compliance with Laws: You shall at all times comply with all laws applicable to the operation of your business, the parts, this Agreement, and your performance hereunder. You shall also comply with Aftermarket Parts Business Partner Code of Conduct available on our website www.rightparts.com under

About Us [\[Click Here\]](#).

Compliance with Antiboycott Laws: You:

- (a) shall comply with all U.S. antiboycott laws and regulations, including, but not limited to, the Anti-Boycott Act of 2018 and the Internal Revenue Code (collectively, "Antiboycott Laws");
- (b) shall not take any action that violates the Antiboycott Laws; and
- (c) shall not, in connection with or relating in any way to this Agreement and without limiting the generality of the foregoing:
 - (i) refuse, or agree to refuse, to do business with Israel or any other nation or company subject to a boycott not endorsed by the United States;
 - (ii) discriminate against, or agree to discriminate against, any person on the basis of race, religion, sex, national origin, or nationality;
 - (iii) furnish, or agree to furnish, information about the race, religion, sex, national origin, or nationality of another person;
 - (iv) furnish, or agree to furnish, information about business relationships with or in Israel or any other nation or company subject to a boycott not endorsed by the United States; or
 - (v) implement letters of credit containing terms or conditions prohibited by the Antiboycott Laws.

Export Regulation: The parts, including any software, documentation, and any related technical data included with, or contained in, such parts, and any products utilizing any such parts, software, documentation, or technical data (collectively, "Regulated Parts") may be subject to U.S. export control laws and regulations, including the Export Administration Regulations and the International Traffic in Arms Regulations. You shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Regulated Parts to any jurisdiction or country to which, or any party to whom, or for any use for which, the export, reexport, or release of any Regulated Parts is prohibited by applicable federal or foreign law, regulation, or rule. You shall be responsible for any breach of this Section by you, and your successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers, or vendors. You shall comply with all applicable federal and foreign laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Regulated Parts. You shall provide prior written notice of the need to comply with such laws, regulations, and rules to any person, firm, or entity which you have reason to believe is obtaining any such Regulated Parts from the customer with the intent to export or reexport.

No OFAC Investigations:

1. Neither you nor any of your subsidiaries or,

to the best of your knowledge, any of you or your Subsidiaries' officers, directors, managers, agents, or employees is a person who (a) is currently the subject of any investigation by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") or any other governmental entity imposing economic sanctions or trade embargoes ("Sanctions Investigation"), or (b) is directly or indirectly owned or controlled by any person who is currently the subject of a Sanctions Investigation.

2. You shall promptly upon becoming aware thereof notify Aftermarket Parts when (a) you or any of your subsidiaries, or any of you or your subsidiaries' officers, directors, managers, agents, or employees becomes the subject of any Sanctions Investigation, or (b) any person who directly or indirectly owns or controls you becomes the subject of any Sanctions Investigation.

OFAC Representations and Covenants:

1. You represent that you are in compliance with all laws administered by OFAC or any other Governmental Entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries ("Embargoed Countries"), regimes, entities, and persons (collectively, "Embargoed Targets"). You represent that you are not an Embargoed Target or otherwise subject to any Economic Sanctions Law.
2. You shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, you shall not (a) directly or indirectly export, re-export, transship, transfer, or otherwise deliver the parts or any portion of the parts to an Embargoed Target or (b) broker, finance, or otherwise facilitate any transaction in violation of any Economic Sanctions Law.
3. To the best of your knowledge, the monies used to fund your purchase of the parts were not funded by or otherwise derived from (a) the government of, or any person within, any country that is the target of any Economic Sanctions Laws or (b) any person who is named on the Specially Designated Nationals and Blocked Persons List or other similar lists maintained by any governmental entity pursuant to any Economic Sanctions Laws ("Designated Person").
4. You represent that you are not (a) directly or indirectly owned or controlled by any person currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by OFAC or other similar list maintained by any governmental entity (collectively, "SDN List"), or (b) directly or indirectly owned or controlled by any person who is located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions

imposed by OFAC or any other governmental entity.

5. You shall promptly upon becoming aware thereof notify Aftermarket Parts when you become directly or indirectly owned or controlled by any person (a) included on the then-current SDN List, or (b) located, organized, or resident in a country or territory that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

Foreign Corrupt Practices Act: You represent that you and your representatives are in compliance with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA"). Neither you nor any of your Representatives have:

- (a) used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity or to influence official action;
- (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds;
- (c) made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment; or
- (d) failed to disclose fully any contribution or payment made by you (or made by any person acting on its behalf of which you are aware) that violates the FCPA.

You shall, and shall cause your representatives to, comply with the FCPA, including maintaining and complying with all policies and procedures to ensure compliance with the FCPA.

Entire Agreement: This Agreement, including and together with any related exhibits, schedules, attachments, and referenced links and the Purchase Order Transaction Terms, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral. The Purchase Order Transaction Terms shall include a list of parts to be purchased, the quantities ordered, the requested delivery date, and the applicable shipping term and delivery point. The terms of this Agreement prevail over any terms or conditions contained in any other documentation and expressly exclude any of your general terms and conditions contained in any purchase order or other document issued by you.

Amendments: No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

Opportunity to Negotiate: Both parties have had the opportunity to negotiate, review, and comment upon this Agreement and obtain independent legal advice with respect to the content, meaning, and legal effect of this Agreement.



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Waiver: No waiver under this Agreement is effective unless it is in writing, identified as a waiver to this Agreement and signed by an authorized representative of the Party waiving its right. Any waiver authorized on

one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.



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Guaranty

In consideration of substantial direct and indirect benefits derived by the undersigned (“Guarantor”), including but not limited to advances, and/or extensions of business credit for goods and services obtained by the above designated applicant from Velocity Vehicle Group Carolinas III, LLC DBA Aftermarket Parts (“Aftermarket Parts”), and as an inducement to make such advances and/or extension, the undersigned jointly, severally, irrevocably and unconditionally agree to (1) the terms and conditions set forth in the agreement above and fully incorporated herein by this reference and (2) guarantee the payment of any and all indebtedness, including advances, debts, obligations and liabilities now existing or hereafter made and incurred, together with such costs and expenses, including reasonable attorney’s fees, as may be incurred by Aftermarket Parts in the enforcement of this Guaranty, whether or not suit commences. The undersigned expressly authorizes Aftermarket Parts and affiliates to renew, compromise, extend, accelerate, or otherwise modify the terms of the credit agreement or any underlying agreement without notice or demand to the undersigned and without affecting the undersigned’s liability hereunder.

This Guaranty includes a guaranty of payment and is absolute. The Guarantor agrees that Aftermarket Parts need not attempt to collect any obligations from any third party or to realize upon any collateral or any other collateral to enforce the obligations hereunder.

The Guarantor guarantees that the obligations will be paid strictly in accordance with the terms of the agreement, regardless of any law, regulation, or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Aftermarket Parts with respect thereto. The obligations of the Guarantor under this Guaranty are independent of the obligations, and a separate action or actions may be brought and prosecuted against the other party to the agreement or any other guarantors, or the other party to the agreement or any other guarantor may be joined in any such action or actions. The liability of the Guarantor under this Guaranty constitutes a primary obligation and not a contract of surety, and to the extent permitted by law.

This Guaranty shall (a) remain in full force and effect until payment and satisfaction in full of all of the obligations; (b) be binding upon the Guarantor and its successors and permitted assigns; and (c) inure to the benefit of Aftermarket Parts and its successors and assigns.

Any dispute or controversy arising out of this Guaranty shall be determined by the laws of the state of North Carolina, USA. Any legal suit, action, or proceeding arising out of or relating to this Guaranty shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina, USA in each case located in the County of Craven, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Guarantor and Guarantor’s spouse must both sign this Guaranty. If only one person signs this Guaranty, the person signing not only represents to Aftermarket Parts that he/she is not married, but also understands that Aftermarket Parts is relying on that representation to its detriment.

Guarantor Signature: _____ SSN or equivalent: _____

Printed Name: _____ Date: _____

Co-Guarantor Signature: _____ SSN or equivalent: _____

Printed Name: _____ Date: _____

This Guaranty may be signed and delivered via facsimile or email. Transmission of images of the signed document by facsimile, email or other electronic means shall have the same effect as the delivery of the original signed document.

CAUTIONEMENT ET SUBORDINATION DE CRÉANCES

À: Aftermarket Parts, Inc.

POUR BONNE ET VALABLE CONSIDÉRATION, dont réception est par les présentes reconnue, le soussigné garantit et les soussignés et chacun d'eux, s'ils sont plusieurs, garantissent conjointement et solidairement le paiement à VelocityVehicle Group Carolinas III, LLC DBA Aftermarket Parts. (ci-après appelée "Aftermarket") des dettes et obligations présentes ou futures, directes ou indirectes, sans condition ou conditionnelles, échues ou non, que (ci-après appelé le "client") peut devoir à Aftermarket ou qui peuvent demeurer impayées par le client envers Aftermarket, à quelque moment que ce soit, qu'elles aient été encourues ou aient pris naissance antérieurement ou qu'elles soient encourues ou prennent naissance à l'avenir que ces dettes et obligations soient encourues ou prennent naissance par suite de conventions ou d'opérations entre Aftermarket et le client ou de toute convention ou opération avec quelque tierce personne par lesquelles Aftermarket peut être ou devenir d'une manière quelconque un créancier du client ou qu'elles soient encourues ou prennent naissance de toute autre manière, que le client soit lié seul ou avec un autre ou d'autres, et qu'il soit débiteur principal ou caution (ces dettes et obligations étant ci-après appelées les "obligations"), la responsabilité du/des soussigné(s) en vertu des présentes étant sans limites avec intérêts à compter de la date de demande de paiement au taux d'emprunt préférentiel de la Banque Royale du Canada majoré de cinq pour cent par an;

ET LE SOUSSIGNÉ CONVIENT ET LES SOUSSIGNÉS ET CHACUN D'EUX S'ILS SONT PLUSIEURS CONVIENNENT CONJOINTEMENT ET SOLIDAIREMENT AVEC AFTERMARKET COMME SUIT:

(1) Aftermarket pourra accorder des délais, des renouvellements, des prorogations, des atermoiements, des libérations et des quittances au client ou à d'autres; accepter d'eux des garanties (et ce mot tel qu'employé aux présentes comprend d'autres cautionnements); leur abandonner lesdites garanties ou la totalité ou une partie des garanties existantes; s'abstenir d'accepter d'eux des garanties ou de compléter leurs garanties; cesser ou s'abstenir de leur accorder crédit ou de leur consentir des prêts ou avances; accepter d'eux des compromis; et traiter avec eux et disposer de toutes garanties, de toute autre manière que Aftermarket jugera à propos; et Aftermarket pourra imputer toutes les sommes d'argent recues du client ou d'autres ou provenant de garanties, à quelque moment que ce soit, sur telle partie des obligations que Aftermarket jugera à propos et pourra changer une telle imputation en tout ou en partie de temps à autre comme elle l'entendra; le tout sans aucunement limiter ni diminuer la responsabilité du/des soussigné(s) en vertu de ce cautionnement; et aucune perte de garanties reçues par Aftermarket du client ou d'autres ou s'y rapportant, qu'ele soit occasionnée par la faute de Aftermarket ou autrement, ne limitera ni ne diminuera la responsabilité du/des soussigné(s) en vertu de ce cautionnement.

(2) Ce cautionnement est un cautionnement continu et s'appliquera à toutes les obligations, et il couvrira et garantira le solde dû à Aftermarket ou lui demeurant impayé en combinant tous les comptes.

(3) Aftermarket ne sera pas tenue d'épuiser ses recours contre le client ni d'autres personnes ni contre quelque garantie qu'elle peut détenir à quelque moment que ce soit avant d'avoir droit au paiement des obligations par le(s) soussigné(s). Le(s) soussigné(s) renonce(nt) à tout bénéfice de discussion et de division.

(4) Le(s) soussigné(s) et n'importe lequel ou lesquels d'entre eux peuvent, par avis écrit livré au directeur de la succursale ou agence de Aftermarket qui aura reçu ce document, mettre fin à sa ou leur responsabilité en vertu de ce cautionnement en ce qui concerne les obligations qui pourront être encourues ou prendre naissance par la suite, mais non en ce qui concerne les obligations antérieurement encourues ou nées même si celles-ci ne sont pas alors échues; cependant, nonobstant la réception d'un tel avis, Aftermarket aura le droit de satisfaire aux demandes du client qui seraient fondées sur des conventions expresses ou tacites faites avant la réception de tel avis, et toute obligation en résultant sera couverte par ce cautionnement; il est entendu de plus que, dans le cas où ce cautionnement prendrait fin quant à un ou plusieurs des soussignés, celui-ci restera un cautionnement continu quant à l'autre ou aux autres des soussignés.

(5) Les dettes et obligations, présentes ou futures, du client envers le(s) soussigné(s) ou n'importe lequel ou lesquels d'entre eux sont par les présentes cédées à Aftermarket et subordonnées aux obligations et prendront rang après elles, et toutes les sommes d'argent reçues par le(s) soussigné(s) ou

n'importe lequel ou lesquels d'entre eux relativement auxdites dettes et obligations seront reçues par le(s) soussigné(s) ou n'importe lequel ou lesquels d'entre eux relativement auxdites dettes et obligations seront reçues en fiducie pour Aftermarket et seront remises immédiatement à Aftermarket, le tout sans aucunement limiter ni diminuer la responsabilité du/des soussigné(s) en vertu du présent cautionnement, et cette cession et cette subordination sont indépendantes dudit cautionnement et demeureront en pleine vigueur nonobstant l'extinction de la responsabilité du/des soussigné(s) ou de l'un ou de plusieurs d'entre eux en vertu dudit cautionnement. Le terme "obligations", tel que défini précédemment, comprend pour l'exécution de la subordination dont il est question aux présentes, et à cet article en particulier, les avances de fonds ou les sommes mises à la disposition du client sous forme de marge de crédit.

(6) Ce cautionnement et cette convention ne seront pas affectés par le décès ou la perte ou la diminution de capacité du/des soussigné(s) ou d'un ou de plusieurs d'entre eux, ni par quelque changement dans le nom du client ou dans la composition de sa firme par suite du décès ou de la retraite d'un ou plusieurs associés ou l'addition d'un ou plusieurs autres associés ou autrement, ni par l'acquisition du commerce du client par une corporation, ni par quelque changement que ce soit dans les objets, la structure du capital ou la constitution du client, ni par la fusion du commerce du client avec une corporation, mais, nonobstant l'une quelconque de ces circonstances, continueront de s'appliquer à toutes les obligations, qu'elles soient précédemment ou ultérieurement encourues ou nées.

(7) Ce cautionnement ne sera pas considéré comme satisfait en tout ou en partie par le paiement ou la liquidation à quelque moment que ce soit ou de toute somme d'argent qui peut alors être due à Aftermarket ou qui serait demeurée impayée, et tous les dividendes, compromis, produits de garanties évaluées et paiements reçus par Aftermarket du client ou d'autres personnes ou de successions seront considérés à toutes fins comme paiements sans imputation et sans aucun droit de la part du/des soussigné(s) de réclamer, en réduction de sa/leur responsabilité en vertu de ce cautionnement, le bénéfice de tels dividendes, compromis, produits ou paiements ni des garanties détenues par Aftermarket ou leur produit, et le(s) soussigné(s) n'aura/n'auront pas le droit d'être subrogé(s) dans aucun des droits de Aftermarket tant que Aftermarket n'aura reçu paiement intégral des obligations.

(8) Toutes les sommes d'argent, avances, renouvellements et crédits empruntés ou obtenus en fait de Aftermarket seront censés faire partie des obligations, nonobstant tout manqué ou insuffisance d'état ou de pouvoir ou toute incapacité ou inhabilité du client ou de ses directeurs, associés ou agents, ou le fait que le client ne soit pas une personne juridique ou ne puisse être poursuivi en justice, ou toute irrégularité, tout défaut ou vice de forme dans l'emprunt ou l'obtention de ces sommes d'argent, avances, renouvellements ou crédits, que Aftermarket en ait connaissance ou non; et toute somme qui ne serait pas recouvrable du/des soussigné(s) et de chacun d'entre eux sur la base d'un cautionnement sera recouvrable du/des soussigné(s) et de chacun d'entre eux comme débiteur unique ou principal à l'égard de telle somme et sera payée à Aftermarket sur demande avec intérêt et accessoires.

(9) Ce cautionnement est en sus et non pas en remplacement de toute autre cautionnement détenu à quelque moment que ce soit par Aftermarket relativement aux obligations ou à n'importe laquelle ou lesquelles des obligations, sauf tout cautionnement remis pour résiliation sur délivrance de ce document.

(10) Le(s) soussigné(s) et chacun d'entre eux seront liés par tous les comptes arrêtés entre Aftermarket et le client, et si l'un quelconque de ces comptes n'a été arrêté immédiatement avant une demande de paiement en vertu de ce cautionnement, tout compte préparé par Aftermarket sera accepté par le(s) soussigné(s) et chacun d'entre eux comme preuve décisive du montant qui, à la date du compte ainsi préparé, est dû par le client à Aftermarket ou demeure impayé par le client à Aftermarket.

(11) Ce cautionnement et cette convention seront valides et lieront tous ses signataires, nonobstant le fait qu'un autre ou d'autres signataires proposes ne les aient pas signés, et la possession de ce document par Aftermarket constituera une preuve décisive contre le(s) soussigné(s) et chacun d'entre eux que ce document n'a pas été délivré "en main tierce" ou par suite de quelque convention à l'effet qu'il n'entrerait en vigueur qu'après que certaines conditions précédentes ou subséquentes n'aient été accomplies, à moins qu'au moment de la réception de ce document par Aftermarket, chacun de ses signataires n'obtienne du directeur de la succursale ou agence de Aftermarket recevant ce document une lettre établissant les conditions sous réserve desquelles ce document a été délivré et celles, s'il y en a, qui doivent être accomplies avant qu'il n'entre en vigueur.

(12) Aucune action basée sur ce cautionnement ne pourra être intentée à moins qu'une demande de paiement n'ait été faite; et une demande de paiement sera censée effectivement faite à toute caution si et quand une enveloppe affranchie contenant telle demand, adressée à cette caution à sa dernière adresse connue de Aftermarket sera mise à la poste; dans le cas du décès de quelque caution, une demande de paiement adressée à l'un ou l'autre des héritiers, exécuteurs, administrateurs ou représentants légaux de cette caution, à la dernière adresse du destinataire connue de Aftermarket et mise à la poste tel que susdit, sera censée avoir été faite effectivement à tous. Tous les paiements en vertu des présentes seront faits a Aftermarket, à l'une de ses succursales ou agences.

(13) Ce document comprend toutes les conventions existant entre les parties aux présentes relativement à ce cautionnement et cette cession et subordination et aucune des parties ne sera liée par quelque représentation ou promesse que ce soit, faite par qui que ce soit relativement à ce cautionnement ou à cette cession et subordination si cette représentation ou promesse n'est pas incorporée aux présentes.

(14) Ce cautionnement et cette convention s'étendront aux successeurs et ayant-cause de Aftermarket qui pourront s'en prévaloir comme Aftermarket ele-même; dans les présentes, toute référence au(x) soussigné(s) ou à chacun d'entre eux ou à n'importe lequel ou lesquels d'entre eux est réputée être une référence au(x) soussigné(s) et aux héritiers, exécuteurs, administateurs, représentants légaux, successeurs et ayant-cause du/des soussigné(s) ou de chacun d'entre eux ou de n'importe lequel ou lesquels d'entre eux, selon le cas, et ce cautionnement et cette convention les atteindront et les lieront tous.

(15) On entend par taux préférentiel, le taux d'intérêt annuel annoncé par la Banque Royale du Canada de temps à autre à titre de taux de référence alors en vigueur pour déterminer les taux d'intérêt applicables aux prêts commerciaux en dollars canadiens consentis au Canada.

(16) Ce cautionnement sera régi par la législation de l'état de la Caroline du Nord, États-Unis.

SIGNÉ À
Ce jour

SIGNÉ À
Ce jour

PRINTED NAME

PRINTED NAME

SIGNÉ EN PRÉSENCE DE

SIGNÉ EN PRÉSENCE DE

(témoin)

(témoin)

PRINTED NAME

PRINTED NAME

This Agreement may be signed and delivered via facsimile or email. Transmission of images of the signed document by facsimile, email or other electronic means shall have the same effect as the delivery of the



150 Market Street, New Bern, NC 28560
Phone 800.487.2335, 252.633.2155 Fax
252.633.3701
www.rightparts.com ar@rightparts.com

**Quebec Canada Distributor
Application & Agreement**

original signed document.



150 Market Street, New Bern, NC 28560
 Phone 800.487.2335, 252.633.2155 Fax
 252.633.3701
 www.rightparts.com ar@rightparts.com

**Quebec Canada Distributor
 Application & Agreement**

Broker Designation Form

Date: ____/____/____

Company: _____ Phone: _____

Attention: _____ Fax: _____

Email: _____

We make every effort to interface with your designated Customs Broker to insure that they are getting sufficient information to clear your shipments quickly and with the appropriate duties. Because customs regulations periodically change, we may communicate with your broker.

Please designate below the name of your broker for truck shipments **and** small package shipments (UPS, FedEx, Emery, etc.).

Truck Shipments

Customs Broker: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Small Package Shipments

Customs Broker: _____

Contact Name: _____

Phone: _____ Fax: _____

Email: _____

If your Customs Broker changes, please contact us with updated information. Thank you for your assistance.

 Signature Printed Date

This Broker Designation Form may be signed and delivered via facsimile or email. Transmission of images of the signed document by facsimile, email or other electronic means shall have the same effect as the delivery of the original signed document.

REPLACEMENT PARTS FOR JOHN DEERE, TIGERCAT, TIMBERJACK AND MORE!

PLANETARY

- Clark/Dana
- Eaton
- Franklin
- GKN
- John Deere
- Rockwell/Meritor/AxleTech



DIFFERENTIAL

- Clark/Dana
- Eaton
- Franklin
- John Deere
- NoSpins by Eaton Performance
- Rockwell/Meritor/AxleTech



BRAKES

- Ausco
- Bendix
- Clark/Dana
- Mico
- Rockwell/Meritor
- Wagner



FRAME

- Franklin
- Hydro-Ax
- John Deere
- Prentice
- Ranger
- Tigercat
- Timberjack
- Tree Farmer



HYDRAULIC

- Barnes
 - Commercial/Parker
 - Eaton/Cessna/Char-Lynn
 - Geartek
 - Hydreco
 - Permco
- ALSO CYLINDERS & SEAL KITS



EXHAUST

- Caterpillar
- Franklin
- Hydro-Ax
- John Deere Forestry and Construction
- Prentice
- Timberjack



WINCH

- Allied/Clark
- Can Car 20/Shony
- Gearmatic - 19, 119
- Hercules/Eaton/Timberjack
- John Deere - 4000 & 6000 Series



TRANSFER CASE

- Franklin
 - New Process
 - Okubo
 - Timberjack
- HYDRAULIC POWER TRANSMISSION
- Tigercat-Funk Pump Drive



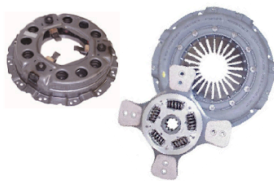
DRIVELINE

- Dana/Spicer
- Rockford/Mechanics
- Rockwell/Meritor



CLUTCH

- Lipe Style
- Rockford



TRANSMISSION

- MANUAL
- Eaton/Fuller
 - New Process



GRAPPLES

- John Deere
- Tigercat
- Timberjack
- ESCO



FELLING HEAD

- Tigercat
- Waratah/Koehring
- John Deere



POWERSHIFT

- Clark/Dana
- John Deere

Manufacturers' names and part numbers are for reference purposes only. We do not suggest or imply that any item is that of or is endorsed by the original manufacturer.