

2018 NATS Vendor Proposal



Vendor Name: _____ **Main Contact:** _____
Program Date: _____ **Phone:** _____ **Fax:** _____
Product Line: _____ **E-mail:** _____
Phone: _____ **Fax:** _____ **Second Contact:** _____
Vendor Address: _____ **Phone:** _____ **Fax:** _____
City/State/Zip: _____ **E-mail:** _____
Website: _____ **Accounts Payable Contact:** _____
Main Contact Address: _____ **Phone:** _____ **Fax:** _____
City/State/Zip: _____ **E-mail:** _____

1) **FREIGHT PREPAID POLICY:** _____ lbs (or) _____ Dollars
Drop Shipments: NO YES If YES, any minimum, or charge? _____
Minimum Order: Tools: _____ Parts: _____
Handling Fee: _____

2) **PAYMENT TERMS:** _____ Extended Dating? YES NO
(NET, DAYS, AND/OR PROX) (SEE BELOW)

VOLUME ORDER DISCOUNTS OR EXTENDED DATING: Example: (\$5,000+ = 2%, 30-60-90)

3) **PUBLISHED STANDARD DISCOUNTS:**

**** ALL NATS PRICE SHEETS MUST BE IN EXCEL FORMAT WITH AN ASSIGNED "NATS PRICE" COLUMN ****

List To Dealer: _____ Details: _____
User To Jobber: _____
Jobber To W/D: _____

4) **PRICE CHANGES:** Effective Date Of Current Group Pricing: _____

Advance Notification Of Price Changes: 60 Days 90 Days 120 Days

6) **OTHER GROUP DISCOUNTS:**

Ongoing: _____

7) **WARRANTY POLICY:**

Period Of Time: _____
Reimbursement: _____
Procedure: _____

Credit Policy: _____

8) **STOCK ADJUSTMENT:**

% Of Sales: _____ Offset Order: _____ Handling Fee: _____

****THESE FUNDS ARE TO BE PAID DIRECTLY FROM THE VENDOR TO MEMBER****

9) **MARKET DEVELOPMENT FUNDS:** (ie. Trade Shows, Marketing Materials, etc.)

MDF Funds: YES NO

Details: _____

10) **INDIVIDUAL MEMBER CO-OP/ADVERTISING ALLOWANCE:** (ie. Individual Catalogs/Flyers)

W/D Program _____ % Of Accrual Based On: _____

Explain Advertising Program:

What Is The Claim Procedure? Please explain: _____

14) **NATS QUARTERLY FLYER PROGRAM:**

This program is a unique sales tool to help NATS members advertise select manufacturers and their product line. Flyer items are selected and agreed upon the members and manufacturers. We encourage all participating vendors to offer special pricing on new or popular items to help drive sales. To view a sample flyer, please contact Michelle.

Are you interested in participating in this flyer? YES NO
Flyer Ad Fee; \$650.00 for a full page ad or \$350.00 for a half page ad

Have a unique idea for a promotion?

NATS members are always interested in closeouts or group buys on select items, and group volume purchases. Interested in a four or eight page flyer dedicated strictly to your product line?
Feel free to call or email us to discuss these opportunities further.

15) **HEADQUARTERS ALLOWANCE:** (% or \$ Amount) _____

Paid: Quarterly (preferred) Annually

This fee helps NATS headquarters operate and enables us to administer your program efficiently.

Upon submitting this form, please enclose all relative program information and send to michelle@natsonline.org or sandor@natsonline.org. All participating vendors' agree to notify NATS headquarters of current price sheets, price updates, quarterly sales figures, promotions, new products, terms and conditions, warranty, and policies.

**This proposal shall become a legal contract when signed and accepted by both the vendor and an authorized NATS representative. This contract will remain in effect for the calendar year listed on the top of page one. Any changes or revisions must be accepted and approved by both parties and confirmed with a new proposal form.



Factory Authorized Representative

Date

NATS Authorized Representative

Date

WE VALUE YOUR PARTNERSHIP



**MOTOR GUARD CORPORATION
LIMITED PRODUCT WARRANTY
Effective January 1, 2006**

Limited Warranty – All Products

Motor Guard Corporation assumes the responsibility of providing products that are free from defects in workmanship and material. Should a product fail due to a defect in workmanship or material, Motor Guard Corporation will repair or, at its option, replace the product without charge, other than the transportation charges, provided that the product is returned to the factory, transportation prepaid, within **One (1) Year** of the date of purchase. Please contact Motor Guard Corporation for return authorization and shipping instructions.

This limited warranty does not cover normal wear and tear or damage to the product due to neglect, misuse or accident, nor does it cover any loss, damage or expense, either direct, indirect or consequential, arising from the non-function of this product.

This limited warranty notice replaces any other warranty information, implied or otherwise, enclosed with this product or appearing in literature referring to this product.

Extended Warranty – Magna-Spot Stud Welders

In addition to the above one year limited warranty, Motor Guard Magna-Spot Stud Welders are covered by an additional **Four (4) Year Extended Warranty**. This warranty extension is subject to all the conditions and limitations listed in this notice.

Limitations on Warranty Coverage

The purchaser's remedies for a defective product, to the extent permitted by applicable law, are limited to the remedy provided by this warranty and, to the extent enforceable under applicable law. Motor Guard shall in no event be liable for consequential, incidental, or special damages arising out of the use of, or inability to use the product, whether based on breach of this warranty, Motor Guard's negligence or other tort, or on any theory of strict liability.

Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitations may not fully apply to you.

Procedure for Obtaining Warranty Service

Purchasers wishing to return defective products must contact Customer Service (see below) to obtain an RGA number. Specific information regarding product and defect will be required. Purchaser will receive instructions on returning product, freight prepaid, to Motor Guard for inspection.

Remedy for Defective Products

Upon receiving product, Motor Guard Corporation will determine whether product is covered by the warranty and notify purchaser of corrective action.

Motor Guard Corporation reserves the right, under the terms of the limited warranty, to repair or replace the defective product or to credit the account of the purchaser for the amount of the original purchase.

In lieu of a valid proof of purchase from the purchaser, Motor Guard will determine the original purchase price.

Repaired or replacement products will be shipped to the purchaser freight prepaid at the discretion of Motor Guard Corporation.

Contact for Warranty Service

Motor Guard Corporation
Toll Free: (800) 227-2822
Hours: Mon-Fri 7:30 am to 5:00 pm PST

MOTOR GUARD CORPORATION
RETURNED GOODS POLICY AND PROCEDURES
Effective 12/29/2017

All goods returned to Motor Guard Corporation shall be subject to the following policies:

A. REQUIREMENTS

1. **Buyer must obtain a valid Return Goods Authorization (RGA) number prior to returning goods.** RGA numbers will be issued by Motor Guard Corporation in accordance with the following conditions.
 - (a) Buyer must provide all required information for goods to be returned including but not limited to part number, description, quantity, reason for return, condition, date of purchase and invoice number.
 - (b) RGA numbers are valid for **thirty (30) days** from the date of issuance. Goods received after the expiration of the RGA will be refused at the dock and returned to the Buyer freight collect.
 - (c) RGA numbers will be issued under only one of the following categories: (i) Defective Products, or (ii) Stock Adjustments. Specific requirements for each category are detailed below.
 - (d) Notwithstanding anything expressed in this policy, Motor Guard Corporation reserves the right to not authorize or accept the return of product that is no longer in production or is otherwise considered obsolete.
2. **Goods received without a valid RGA number will be refused at the dock and returned to the Buyer freight collect.**
3. **Credit for all eligible returns will be at calculated at the original price paid for the product.** In lieu of a valid proof of purchase from the buyer, Motor Guard will determine the original price paid.

B. DEFECTIVE PRODUCT RETURNS

Defective product returns shall be strictly governed by the following policies:

1. Defective Products are products that do not function in accordance with their suited purpose and are covered by Motor Guard Corporation's Limited Warranty. See packaging or literature accompanying product for specific details on limited warranty for each product.
2. Buyers wishing to return defective products must contact Customer Service to obtain an RGA number. Specific information regarding product and defect will be required. Buyer will receive instructions on returning product, freight prepaid, to Motor Guard for inspection.
3. Upon receiving product Motor Guard Corporation will determine whether product is covered by the warranty and notify Buyer of corrective action.
4. Motor Guard Corporation reserves the right, under the terms of the limited warranty, the repair or replace the defective product or to credit the account of the Buyer for the amount of the original purchase.
5. In lieu of a valid proof of purchase from the Buyer, Motor Guard will determine the original purchase price.
6. Repaired or replacement products will be shipped to the Buyer freight prepaid at the discretion of Motor Guard Corporation.

C. PRODUCT REPAIR PROCEDURE

Defective products requiring in-house repair shall be handled as follows:

1. End user, retailer or distributor (Buyer) shall contact Motor Guard and provide details of the defect including; Model Number, Serial Number, Place of Purchase, Date of Purchase and a Detailed Description of the issue.
2. Motor Guard shall determine whether or not the defect is covered by Motor Guard Limited Warranty (Warranty) and inform the Buyer of the estimated cost of repair. Products covered under the Warranty shall incur no repair cost beyond transportation costs.
3. Motor Guard will issue return instructions including a shipping address and a Returned Goods Authorization (RGA) number. Buyer shall return product, marked with the RGA number, freight prepaid, to Motor Guard.
4. Upon receipt of the defective product, Motor Guard will inspect it immediately and inform the Buyer of any additional costs associated with the repair if not covered by the Warranty.
5. Motor Guard will complete the in-house repair no later than the Next Business Day following the Buyer's authorization to proceed. No notice shall be required for repairs under the Warranty.
6. The Repaired item will be shipped to the Owner, freight prepaid, no later than the Next Business Day following completion of the repair.

D. STOCK ADJUSTMENT RETURNS

Stock adjustment returns shall be strictly governed by the following policies:

1. RGA's for stock adjustment returns shall be issued for goods **originally purchased from Motor Guard Corporation** that are (a) **new**, (b) **unused**, (c) **unopened**, (d) **clean**, (e) **in the original packaging**, (f) **able to be sold as new**, and (g) **purchased within the last five (5) years**. Goods not meeting all these requirements shall be ineligible for return.
2. RGA's for stock adjustment returns will only be issued for items listed on the current Motor Guard Corporation price list. Obsolete and custom items are not eligible for return.
3. Buyers are limited to **one (1) stock adjustment return per calendar year** and in a credit value **not exceeding 5% of the last calendar year's net sales**.
4. Goods returned in excess of these limits will be returned to the Buyer, freight collect.
5. Buyers desiring to return goods must contact Customer Service and request an RGA number for the return. Specific information regarding the products will be required. Buyer will receive instructions on returning goods, freight prepaid, to Motor Guard for inspection.
6. Upon inspection, Motor Guard Corporation will determine eligibility of each item for return and present Buyer with a detailed accounting of credit due. Goods found not eligible for return shall be returned to the Buyer, freight collect.
7. Credit for goods accepted is subject to receipt of an offsetting order, in the amount of two (2) times the value of the product accepted for return. **Offsetting orders must be for similar product to that returned**. Offsetting orders must be received prior to issuance of an account credit.
8. Stock adjustment returns not accompanied by a 2 for 1 offsetting order shall be subject to a **20% re-stocking charge**, to be deducted from the credit for each item accepted.
9. If an offsetting order is not received within thirty (30) days of the date a credit is offered, Motor Guard shall, at its sole option, either apply a 20% restocking fee to the credit per the above terms or return the goods to the Buyer freight collect.