



# FUEL TANK INSTALLER APPLICATION

Thank you for your interest in becoming an authorized installer of Transfer Flow fuel tank systems. To qualify to be on our Fuel Tank Installer List, you must have installed at least three Transfer Flow fuel tank systems. **Select the following Transfer Flow fuel tanks your company has installed (check all that apply):**

- In-Bed Auxiliary Tank    Refueling Tank    Replacement Tank    Fuel Tank and Tool Box Combo

## COMPANY INFORMATION

Company \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Facebook Page \_\_\_\_\_ Instagram @ \_\_\_\_\_

## TERMS OF AGREEMENT

Read and initial the following required terms:

- \_\_\_\_ We carry liability insurance. Insured by \_\_\_\_\_
- \_\_\_\_ We fully understand Transfer Flow instruction sheets and will follow them step-by-step.
- \_\_\_\_ We agree to include Transfer Flow's logo on our website. We understand Transfer Flow will not promote our company as an installer until this step is completed.
- \_\_\_\_ We will notify Transfer Flow within 30 days if we choose to cease selling/installing Transfer Flow products.

You must have no customer complaints tied to a faulty install of our product to remain on the Installer List.

## MECHANIC CERTIFICATIONS & SHOP INFORMATION

Please check off the certifications your mechanics have:

- National Institute for Automotive Service Excellence (ASE)
- Manufacturer certificates \_\_\_\_\_
- Other \_\_\_\_\_

Our standard hour labor rate is \$ \_\_\_\_\_ Estimated cost to customer to install in-bed fuel tank \$ \_\_\_\_\_

The number of employees we have in our installation department: \_\_\_\_\_

## AGREEMENT & SIGNATURE

*I certify the information provided is accurate and correct.*

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### OFFICE USE ONLY

- Received completed and signed Fuel Tank Installer Agreement Form
- Added to fuel tank installer list on website
- TFI logo visible on website

Approved by \_\_\_\_\_

Date \_\_\_\_\_

Email completed form to [Dealers@TransferFlow.com](mailto:Dealers@TransferFlow.com) or fax it to (530) 893-0204.



## FUEL TANK INSTALLER AGREEMENT FORM

This WHOLESALER AGREEMENT (the "Agreement") is made as of \_\_\_\_\_, by and between TRANSFER FLOW, INC., a California corporation, having its principal office at 1444 Fortress Street, Chico, California 95973 ("TFI") and \_\_\_\_\_, a \_\_\_\_\_ with its principal office at \_\_\_\_\_ (the "Wholesaler"), with respect to the following agreed facts:

- A. TFI is the manufacturer of various automotive products, including but not limited to fuel tanks (the "Products"); and
- B. Wholesaler desires to secure from TFI, and TFI is willing to grant to Wholesaler, the right to purchase Products from TFI, sell and install Products, and perform warranty services for the Products.

**NOW, THEREFORE**, TFI and Wholesaler hereby agree as follows:

### 1. APPOINTMENT:

- A.** TFI hereby appoints Wholesaler as an authorized representative of TFI and grants Wholesaler the rights, subject to the terms of this Agreement, to:
  - (1) purchase Products from TFI;
  - (2) sell and install Products; and
  - (3) perform warranty services for the Products.
  
- B.** The appointment of Wholesaler is not exclusive and the Wholesaler is not granted any specific territories or boundaries. TFI reserves the rights to:
  - (1) appoint or be represented by other or additional Wholesalers;
  - (2) sell Products exclusively, on a direct basis, to certain types of customers or specific accounts; and
  - (3) introduce new Products, discontinue the manufacture or sale of any Products and make changes in the design or construction of any of such Products without incurring any obligation or liability whatsoever.

### 2. TERMS OF PURCHASE:

- A. Ordering:** All orders for Products placed by the Wholesaler shall be in writing, fax, e-mail, or from the official TFI website. All orders shall be subject to acceptance by TFI.
- B. Prices:** Wholesaler shall purchase Products at the prices in effect at the time of order. TFI may implement price changes at any time during the term of this Agreement. We agree to not sell below Transfer Flow's minimum advertised pricing (MAP) unless authorized by Transfer Flow.
- C. Delivery:** All Products shall be shipped FOB shipping point.
- D. Payment:** TFI shall invoice Wholesaler for the TFI Products at the time of shipment and Wholesaler shall, unless otherwise approved by TFI prior to shipment; pay such invoices by (1) credit card or (2) on a net thirty (30) day basis.

### 3. WARRANTY:

- A. Certificate of Limited Warranty:** TFI's Certificate of Limited Warranty, as it may be revised by TFI from time-to-time, is herein incorporated by reference. All labor work must be pre-authorized by TFI.
- B. Labor Rate:** The labor rates to be charged by Wholesaler for warranty services for the Products shall be \$100 an hour, and the hours billed shall not exceed the following:
  - (1) Sending unit replacement in an easy to access TFI tank - 1/2 hour
  - (2) Any procedure requiring the removal of a midship or aft axle fuel tank - 2 hours
  - (3) TRAX or Express computer module/LCD replacement - 1/2 hourAny charges for warranty service in excess of these warranty labor rates are not the responsibility of TFI.

### 4. RELATIONSHIP OF PARTIES AND INDEMNIFICATION OF TFI:

- A. Independent Contractor Status:** The relationship of the parties established by this Agreement is that of vendor and vendee, and all work and duties to be performed by the Wholesaler as contemplated by this Agreement shall be performed by Wholesaler as an independent contractor. The full cost and responsibility for all hiring, firing, and compensating of employees of the Wholesaler shall be borne by the Wholesaler.

**B. No Authority to Bind TFI:** Nothing in this Agreement, or otherwise, shall be construed as constituting an appointment of the Wholesaler as an agent, legal representative, joint venturer, partner, employee, or servant of TFI for any purpose whatsoever. The Wholesaler is not authorized to transact business, incur obligations, sell goods, solicit orders, or assign or create any obligation of any kind (express or implied), on behalf of TFI, or to bind TFI in any way whatsoever, or to make any contract, promise, warranty, or representation on TFI's behalf with respect to the Products or any other matter, or to accept any service of process upon TFI or receive any notice of any nature whatsoever on TFI's behalf.

**C. Indemnification:** Under no circumstances shall TFI be liable for any act, omission, contract, debt, or other obligation of any kind of the Wholesaler or any salesman, employee, agent, or other person acting for or on behalf of the Wholesaler. The Wholesaler shall protect, defend (by attorneys acceptable to TFI), indemnify, and hold TFI harmless from and against any and all claims, liabilities, losses, damages, or expenses (including reasonable attorneys' fees and costs) arising directly or indirectly from, as a result of, or in connection with, the Wholesaler's operation of the Wholesaler's business. The terms of this indemnity shall survive any termination of this Agreement.

## **5. DUTIES OF THE WHOLESALER:**

**A. Sales Activities:** The Wholesaler agrees to use its best efforts vigorously and actively to promote the sale of the Products.

**B. Staff Training:** The Wholesaler shall use its best efforts to train installers in its company as to the proper usage and application of the Products in accordance with TFI instruction sheets, supplied by TFI to the Wholesaler. All instruction sheets provided must be followed for each installation as instructions may change at any time.

**C. Correct Application:** The Wholesaler agrees to resell the Products only to customers who have the original equipment manufacturer fuel system in place and no other.

**D. Reputation:** The Wholesaler shall continually maintain (to the satisfaction of TFI) a general reputation for honesty, integrity, and good credit standing and shall maintain the highest quality standards.

## **6. FORCE MAJEURE:**

TFI shall be excused from any delay or non-performance in the delivery of an order and the Wholesaler shall have no claim for damage, if and to the extent such delay or failure is caused by occurrences beyond the control of TFI, including, but not limited to, market conditions; acts of God; war, acts of terrorism, riots, and civil disturbances; expropriation or confiscation of facilities or compliance with any order or request of governmental authority; strikes, labor or employment difficulties whether direct or indirect; or any cause whatsoever which is not within the reasonable control of TFI. TFI shall, upon the occurrence of any such event, promptly notify the Wholesaler of the existence of any such force majeure condition and the anticipated extent of the delay or non-delivery.

## **7. WHOLESALER'S REMEDIES:**

If TFI, for any reason whatsoever, fails or is unable to deliver any Products ordered by the Wholesaler, the Wholesaler's sole and exclusive remedy shall be the recovery of the purchase price, if any, paid by the Wholesaler to TFI for such Products. TFI shall not incur any liability whatsoever for any delay in the delivery to the designated delivery location of any Products. In no event shall TFI be liable for any incidental, consequential or other damages arising out of any failure to deliver any Products to the Wholesaler, or for any delay in the delivery thereof.

## **8. PROPRIETARY RIGHTS:**

**A. Use of TFI Name:** TFI expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks or trade name exclusively licensed to TFI, except as specified in this Agreement or as expressly authorized by TFI in writing. All advertising and other promotional material will be submitted to TFI at least two weeks in advance and will only be used if TFI consents thereto, which consent shall not be unreasonably withheld. TFI hereby authorizes and requires Wholesaler's use of TFI's insignia or lettering which will be on the Products at the time of the delivery. The Wholesaler shall submit to TFI in writing full particulars prior to any use of the authorized legends, on stationery, invoices, promotion material or otherwise, and shall not proceed with such use unless and until TFI's written approval shall have been received. If TFI's authorized name, trademarks, and/or legend is used on any stationery, invoices, promotion material or otherwise by Wholesaler, Wholesaler will, on termination of this Agreement, or upon request of TFI, discontinue the use of such item(s) on any stationery, invoices, promotion material or otherwise and hereafter will not use, either directly or indirectly in connection with Wholesaler's business, such legend or any other names, title of expressions so nearly resembling the same as would likely lead to confusion or uncertainty, or to deceive the public.

**B. Drawings and Data:** TFI may supply drawings and data for the proper installation, test, operation, and maintenance of the Products. Portions of these drawings and data are proprietary in nature and will be so marked. Wholesaler agrees to abide by the terms of such markings and to be liable for all loss or damage incurred by TFI as a result of the improper or unauthorized use of such drawings and data. TFI retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to Products and to all discoveries, inventions, patent rights, etc., arising out of work done in connections with this Agreement and to any and all Products developed as a result thereof, including the sole right to manufacture any and all such Products.

**C. Proprietary Information:** As used in this Agreement, "Proprietary Information" means information developed by or for TFI which is not otherwise generally known in any industry. All marketing and sales methods, materials, processes, procedures, devices utilized by TFI, prices, quotes, suppliers, manufacturers, trade secrets, and other confidential information of any type, together with all written, graphic, and other materials relating to all or any part of the same shall be deemed to be Proprietary Information. Any use, reproduction, or disclosure by Wholesaler of the contents of these items or any portion thereof for any purpose must be approved in writing by TFI. Except as authorized in writing by TFI, Wholesaler shall not at any time, either during or after the term of this Agreement, disclose or use, directly or indirectly, any Proprietary Information of which the Wholesaler gains knowledge during, or by reason of this Agreement, and Wholesaler shall retain all such information in trust in a fiduciary capacity for the sole use and benefit of TFI.

## 9. TERM AND TERMINATION:

**A. Termination Without Cause:** Either TFI or Wholesaler may terminate this Agreement at any time, without cause, by giving the other party thirty (30) days advance written notice of the termination.

**B. Default by the Wholesaler:** This Agreement may be terminated by TFI immediately upon (1) the failure of the Wholesaler to pay for the Products purchased by the Wholesaler, or (2) the filing of a petition in bankruptcy or for reorganization under the Bankruptcy Act by the Wholesaler, or (3) the making of an assignment for benefit of creditors by the Wholesaler, or (4) any breach of this Agreement by Wholesaler or (5) the Wholesaler's taking any action or failing to act in such a manner as to unfavorably reflect upon TFI.

**C. Repurchase of Products on Termination:** In the event of the termination of this Agreement by either party for any reason, TFI may at its option repurchase from Wholesaler at the net price paid by Wholesaler to TFI, plus actual freight on the shipment thereof to Wholesaler, and Products and repair and replacement parts on hand in Wholesaler's place of business or in the possession of Wholesaler. On demand and the tender of the repurchase price, Wholesaler shall be obligated to promptly deliver such goods to TFI provided, however, TFI reserves the right to reject any Products, or repair or replacement part not in first-class condition.

## 10. GENERAL:

**A. Complete Agreement:** This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, oral and written, among the parties to this Agreement with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by all of the parties hereto. No purchase order or sales form of or from Wholesaler will be applicable to any sales pursuant to this Agreement and only the terms of this Agreement shall govern such sales.

**B. Applicable Law; Jurisdiction and Venue:** This Agreement shall be construed under, and governed by, the laws of California. The parties agree that jurisdiction and venue for any legal proceedings arising from or in any way connected to this Agreement will lie in the Superior Court of Butte County, California. Both parties hereby submit and consent to the jurisdiction and venue of said court.

**C. Severability:** If any provision of this Agreement is unenforceable or invalid, the Agreement shall be ineffective only to the extent of such provisions, and the enforceability or validity of the remaining provisions of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

TRANSFER FLOW INC., a California corporation

By: Lisa Johnson

Title: CEO, Transfer Flow, Inc.

Signature: Lisa Johnson

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Email signed agreement with completed Fuel Tank Installer Application to *Dealers@TransferFlow.com* or fax it to (530) 893-0204.