



# Authorized Dealer Registration Form

**Primary**

Company \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Phone \_\_\_\_\_

**Secondary**

Company \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 E-Mail \_\_\_\_\_  
 Phone \_\_\_\_\_

Transamerican Mfg. Group Brands (Mark all that applies):

Smittybilt     G2 Axle & Gear     LRG Rims  
 Pro Comp     Rubicon Express     Poison Spyder

Business Type (Mark all that applies):

Online     Brick & Mortar     WD

Website(s) Clearly define where you intend to sell our products

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Supplier	Supplier Contact
_____	_____
_____	_____
_____	_____

Amazon Username(s)

\_\_\_\_\_  
 \_\_\_\_\_

eBay Username(s)

\_\_\_\_\_  
 \_\_\_\_\_

Jet.com, WalMart.com or other Marketplace sites Username(s)

\_\_\_\_\_  
 \_\_\_\_\_

**"I acknowledge and understand that neither this form nor the provision of any information requested by it confer to me or to the applicant listed herein any right to advertise, promote, market, and/or sell any Pro Comp®, Explorer Competition, LRG Rims®, Rubicon Express®, Smittybilt®, Trail Master®, Poison Spyder Customs®, and/or G2 Axle & Gear® branded product. I further acknowledge and understand that neither this form nor the provision of any information requested by it obligate TAP Worldwide, LLC in any manner."**

The above information is submitted for the sole purpose of becoming an Authorized Transamerican Manufacturing Group Dealer and I hereby certify the information to be true.	DATE _____ TITLE _____ SIGNED _____
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## Transamerican Manufacturing Group

### Minimum Advertised Price Policy Acknowledgment

Transamerican Manufacturing Group (“TMG”) recognizes that our success is tied to the success of our network of select Authorized Resellers. We also know that many of our Authorized Resellers invest significant time and resources to deliver an extraordinary customer experience. We want to protect their ability to do so by, among other things, discouraging price-based advertising that would be detrimental to our Authorized Resellers’ efforts. Accordingly, we have unilaterally established this Minimum Advertised Price (“MAP”) Policy.

#### Policy Statement

- TMG, in its sole discretion, reserves the right to discontinue doing business with any Authorized Reseller that advertises products covered by this MAP Policy at a price lower than the MAP price.
- The TMG products subject to this MAP Policy (“TMG MAP Products”), as well as their corresponding current MAP prices, can be found on our MAP Product Price List (available at [map@tmgroupusa.com](mailto:map@tmgroupusa.com)).

#### Advertised Price

- Although Authorized Resellers remain free to establish their own advertised and resale prices, TMG will, without assuming any liability, impose sanctions against Authorized Resellers who advertise any TMG MAP Product below its MAP Policy Price.
- Authorized Resellers are not required to advertise a price with TMG MAP Products at all—however, any Authorized Reseller who advertises TMG MAP Products at prices below the applicable MAP will be in violation of this MAP Policy.

#### Advertising Guidelines

- This MAP Policy will apply to all Authorized Resellers’ Advertisements (including all online web pages displayed before the product has been added to the customer’s shopping cart/final purchasing stage).
- This MAP Policy does not apply to solely on-premise or in-store advertisements that are not distributed to customers.
- “Advertisements” is defined as any and all advertisements of TMG MAP Products in all media including, but not limited to, inserts, newspapers, magazines, catalogs, billboards, television, radio, e-mail, internet websites or other e-commerce, flyers, posters, coupons, brochures, any use of hypertext transfer protocol or internal links to a web based shopping cart and any other electronic media.
- Website features like “click for price,” automated “bounce-back” pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer’s shopping cart, and other similar features are considered to be communications initiated by the Authorized Reseller (rather than by the customer) and thereby constitute “Advertisements” under this MAP policy.

- Authorized Resellers may not bundle any TMG MAP Product, unless the total advertised price of the bundled products is equal to or greater than the sum total of the individual MAP price for each product in the bundle.
- An Authorized Reseller may not advertise that it does not charge sales tax on TMG MAP Products.
- This MAP Policy applies to any activity which TMG determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy.
- Note: Free or reduced-priced shipping is not considered a violation of the MAP Policy.

**Policy Enforcement**

- All matters of interpretation and application of the terms of this Policy and all matters concerning enforcement of this Policy shall remain within the sole and unilateral authority and discretion of TMG. In enforcing this Policy, we will at all times act unilaterally, and will not solicit, consider or agree to any recommendation, request, or demand of any other person. Any questions regarding the MAP Policy should be directed to the MAP Policy Administrator at ([map@tmgroupusa.com](mailto:map@tmgroupusa.com)).
- We monitor the advertised prices of Authorized Resellers either directly or via the use of third-party agencies or tools. We have enlisted the help of Brand Protection Agency ([www.brandprotectionagency.com](http://www.brandprotectionagency.com)) in monitoring our products. Authorized Resellers are expected to provide reasonable cooperation in any investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a TMG MAP policy investigation is a violation of this MAP Policy.

**Requirements for Resellers**

To become an active TMG Authorized Reseller, please fulfill the following:

- Authorized Reseller Registration Form must be completed, signed, and e-mailed directly to the MAP Policy agent at Transamerican Manufacturing Group ([map@tmgroupusa.com](mailto:map@tmgroupusa.com)) or faxed to (310) 667-9167.

**Transamerican Manufacturing Group reserves the right to withdraw or change this Policy at any time and without notice.**

**By executing this MAP Policy Acknowledgment where indicated below, Reseller hereby acknowledges that it has read this MAP Policy Acknowledgment, that it understands the obligations and requirements set forth in it, and that it agrees to abide by such obligations and requirements.**

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



## Transamerican Manufacturing Group

### Online Standards Policy Acknowledgement

Transamerican Manufacturing Group is proud to offer direct distributors or resellers a link from our site to yours provided you meet the Online Standards listed below. All of these standards must be met before a distributor or reseller can be listed on the "Where to Buy" page of specific Transamerican Manufacturing Group brand web sites.

Transamerican Manufacturing Group maintains the right to remove any distributor or reseller from any Transamerican Manufacturing Group "Where to Buy" page for any reason, including, but not limited to, reported poor customer service, poor web site usability, and misrepresentation of Transamerican Manufacturing Group product or information. Transamerican Manufacturing Group maintains the right to limit the number of URLs listed per distributor or reseller on the Transamerican Manufacturing Group Brand's "Where to Buy - Online and Catalog Retailers" page. Distributors or resellers will be limited to one URL each.

#### 1. Electronic Commerce Site

The distributor's or reseller's web site must be a legitimate eCommerce site where consumers are able to complete a secure purchase of Transamerican Manufacturing Group products. All item descriptions in a shopping cart must clearly detail the products about to be purchased, i.e. Smittybilt XRC-9.5K 9,500 lb. winch.

#### 2. Minimum Advertised Price (MAP)

All Transamerican Manufacturing Group products sold by distributor or reseller must adhere to the Transamerican Manufacturing Group Minimum Advertised Price (MAP) Policy within all forms of distributor/reseller media, including, but not limited to, print, catalog, advertisements, and Internet. See the complete Authorized Distributor/Dealer agreement for details.

The current Authorized distributor agreement can be found online at [www.tmgtoolbox.com](http://www.tmgtoolbox.com).

#### 3. Transamerican Manufacturing Group Brand Landing Page

After selecting a distributor or reseller link from the Transamerican Manufacturing Group Brand "Where to Buy" page, the user must be directed to a Transamerican Manufacturing Group Brand-exclusive landing page. A Transamerican Manufacturing Group Brand-exclusive landing page must clearly list all Transamerican Manufacturing Group product categories (i.e. winches, bumpers, seats etc.) and prominently display the Transamerican Manufacturing Group logo. Landing on a distributor or reseller home page, or a generic product page (i.e. soft goods, winches, etc.) is not permitted. Jeep specific distributors and retailers must list all Jeep-related products in the Transamerican Manufacturing Group line in order to be considered for the Transamerican Manufacturing Group Brand "Where to Buy - Online and Catalog Retailers" page. Competitive product lines cannot be listed or displayed on Transamerican Manufacturing Group landing page.



#### 4. Transamerican Manufacturing Group Logo

The acceptable Transamerican Manufacturing Group logos are the following:

- Smittybilt – Yellow Oval and Black Letters and Outline
- Pro Comp – Blue and Grey Stripes w/ white letters and Black Rectangle
- Rubicon Express – Black and Grey w/ Silver Star
- G2 Axle and Gear – Red G and Black 2
- LRG Rims – Black LRG and Grey Rims
- Trail Master – Yellow and Black
- Poison Spyder – Black Lettering and Red Spider Logo

Changes or alterations of any kind to the logo are not permissible – Logo Style Guides are available for reference at [www.tmgtoolbox.com](http://www.tmgtoolbox.com)

#### 5. Proper Identification of Transamerican Manufacturing Group Products

All Transamerican Manufacturing Group products must be identified with their proper name. Customized product names are not acceptable.

#### 6. Transamerican Manufacturing Group Provided Digital Imagery

When promoting Transamerican Manufacturing Group products, Transamerican Manufacturing Group-provided imagery must be used. The definition of imagery includes product photography, Web Shots, logos, icons, illustrations, cut-a-ways, including any tools provided through Transamerican Manufacturing Group Marketing programs or promotions. Every SKU sold on the distributor/reseller web site must be thumbnail and larger view, however, resolution, format, appearance and proportion may never be altered as represented online or in printed catalog, sales or advertising materials. If the image is not available by Transamerican Manufacturing Group, then a representative illustration or image such as "image not available" may be used until the image becomes available.

Any alterations to any Transamerican Manufacturing Group-provided artwork other than physical sizing are not permissible online or in printed catalog, sales or advertising materials. Transamerican Manufacturing Group imagery may only be used to promote Transamerican Manufacturing Group products. Transamerican Manufacturing Group imagery may be used in general category headers, provided the images are identified as Transamerican Manufacturing Group product.

#### 7. Ongoing Maintenance

Distributor web sites must stay current with new application information (i.e. new model years) and must be updated with new Transamerican Manufacturing Group products as they are released. Distributor web sites must be "reasonably" usable on all platforms (i.e. Mac, PC) and browsers (i.e. Safari, Internet Explorer, and Firefox). Distributor web sites are subject to periodic review and removal from the Transamerican Manufacturing Group Brand "Where to Buy" page within one business week if any of the above conditions are not met. Transamerican Manufacturing Group reserves the right to de-link any distributor or reseller from any "Where to Buy" page.



**Attention: Transamerican Manufacturing Group Resellers Only**

In addition to the Online Standards listed above, a Transamerican Manufacturing Group reseller that buys Transamerican Manufacturing Group product through a warehouse distributor must also meet the following requirements in order to be listed on the Transamerican Manufacturing Group "Where to Buy" page:

- 1) Reseller must have contact link on home page with e-mail address, phone number and mailing address.
- 2) Reseller must actively engage consumer on all warranty, delivery, installation and order issues.
- 3) Transamerican Manufacturing Group will perform a review of Reseller's company business practices to ensure Reseller Company is in good standing with consumers and the trade.
- 4) To ensure a high level of customer service, Transamerican Manufacturing Group reserves the right to send a question or series of questions to Reseller to anonymously test Transamerican Manufacturing Group product knowledge, response time and quality of answer.

Transamerican Manufacturing Group reserves the right to not list Reseller web site if you fail to qualify in any of the areas outlined above. The Transamerican Manufacturing Group Online Standard Policy has been adopted to assure Transamerican Manufacturing Group end-users are directed to secure online web sites where they can make a confident buying decision and Transamerican Manufacturing Group Resellers are better assured a quality number of user hits with a positive conversion rate.

By executing this Online Standards Acknowledgment where indicated below, Reseller hereby acknowledges that it has read this Online Standards Acknowledgment, that it understands the obligations and requirements set forth in it, and that it agrees to abide by such obligations and requirements.

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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



# TMG Marketplace Policy Acknowledgment

## (RESALE / DISTRIBUTION CHANNEL RESTRICTIONS)

\_\_\_\_\_ (“Reseller”) hereby acknowledges and agrees that, without the prior written agreement of TAP Worldwide, LLC (“TMG”), Reseller shall not advertise, promote, market, and/or sell any **Pro Comp®, Explorer Competition, LRG®, Rubicon Express, Smittybilt®, or G2 Axle & Gear®** branded products (collectively, the “Products”):

- To any account, person, or entity (including any third-party reseller) specifically designated by TMG as a “Restricted Account,” which designations TMG shall make in its sole and absolute discretion; or
- To any account, person, or entity (including any third-party reseller) listed on TMG’s “DNS List,” which DNS List TMG shall make available to Reseller.

Reseller further acknowledges and agrees that, without the prior written agreement of TMG, Reseller shall not advertise, promote, market, and/or sell any **Trail Master® or Poison Spyder Customs®** branded products (collectively, the “Restricted Products”):

- To any account, person, or entity (including any third-party reseller) specifically designated by TMG as a “Restricted Account,” which designations TMG shall make in its sole and absolute discretion;
- To any account, person, or entity (including any third-party reseller) listed on TMG’s “DNS List,” which DNS List TMG shall make available to Reseller;
- Through any online marketplace(s), including, but not limited to, Amazon.com, eBay.com, Walmart.com, Jet.com, Google Shopping, and Newegg.com; or
- To any account, person, or entity (including any third-party reseller) that Reseller has reason to suspect intends to advertise, promote, market, or sell the Restricted Products through any online marketplace(s), including, but not limited to, Amazon.com, eBay.com, Walmart.com, Jet.com, Google Shopping, and Newegg.com.

By executing this Marketplace Policy Acknowledgment where indicated below, Reseller hereby acknowledges that it has read this Marketplace Policy Acknowledgment, that it understands the obligations and requirements set forth in it, and that it agrees to abide by such obligations and requirements.

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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