



**CROSSFIRE**

MOTORCYCLES | ATV | UTV



# Dealer Agreement v1.51

## Dealership “Dealer” Details

Dealership Name:

Trading Name and ABN:

Dealership address:

# Dealer Agreement

THIS DEALER AGREEMENT (this "Agreement") is made and effective as of May 11, 2022, by and between Crossfire Motorcycles Pty Ltd, ABN 27 139 756 504, currently located at Warehouse 9, 274-276 Hoxton Park Road, Prestons NSW 2170 ("Supplier"), and Dealer.

## Preamble

Supplier manufactures and sells the products listed in Section 1.c below (the "Products"). Dealer desires to purchase the Products from Supplier for resale in the territories or geographic areas as defined in Section 1.b (the "Territory"). Supplier desires to appoint Dealer as a non-exclusive Dealer of the Products in the Territory, and Dealer desires such appointment subject to the terms and conditions set forth in this Agreement, including any exhibits or schedules attached hereto.

In consideration of the foregoing, and of the mutual benefit contained herein, the Parties, intending to be legally bound, agree as follows:

## Agreement of the Parties

### 1. Appointment, Acceptance & Scope

**a. Non-Exclusive Appointment.** Subject to the terms and conditions of this Dealer Agreement, Supplier hereby appoints and grants Dealer a non-exclusive right to sell and distribute the Products to customers located in the Territory (the "Customers") and to render other services as a Dealer as set forth herein.

**b. Territory.** The Dealer is free to sell the products anywhere in Australia.

**c. Products.** The Products offered by Supplier to Dealer for distribution include the following model list which is subject to future change as models are discontinued, released or updated:

- 4/5/6/800GT
- E5
- E1
- 250GT
- Rover 125
- Mustang 250
- X400/600
- Blazer 200
- CF/CFR250
- CF50/70/110/125/140
- X2
- Kanga / Trex

**d. Relationship of Parties.** Dealer is an independent contractor and is not and shall not be deemed to be an employee, legal representative, Dealer, general agent, joint venturer or partner of Supplier for any purpose. Dealer acknowledges that Supplier has not granted it any authority to make changes to Supplier's terms and conditions of sale, grant any warranties in excess of those extended by Supplier or limit its liabilities or remedies less than Supplier limits its liabilities and remedies, sign quotations, incur obligations (expressed or implied), or in general enter into contracts on behalf of Supplier or bind Supplier in any transaction with customers, governmental agencies or third parties.

## **2. Orders, Price, Terms of Sale & Payment**

**a. Orders.** Orders shall be made with Supplier. Supplier understands that its timely acceptance of orders from Dealer hereunder is an important element of this Agreement. Supplier shall have 7 business days after its receipt to accept (or reject for a legitimate business reason) any order submitted by Dealer. Should Supplier fail to timely accept or reject an order from Dealer in accordance with this Section, such order shall be deemed accepted and shall become binding on Supplier. All orders where local stock is available shall be fulfilled by Supplier within 7 business days of order acceptance.

**b. Prices and Shipment.** Supplier agrees to sell, and Dealer agrees to purchase, the Products in accordance with the Prices as advised by Supplier. Prices are subject to change on a monthly basis and will be advised by email. Any such change shall not apply for any order(s) accepted prior to the effective date of the increase.

**c. Supplier shall prepare the Products for shipment in accordance with Dealer's instructions.** All shipments of Products for Customers in the Territory, and any freight and shipping costs related thereto, will be Dealer's responsibility. All shipments will be made from the Supplier's warehouse facility. Dealer will promptly inspect the Products upon receipt at Dealer's facility to determine whether any Products included in the shipment are in short supply, defective, or otherwise not in conformance with this Agreement. Within 2 days of receipt of such Products, Dealer will notify Customer of any shortages, defects, or non-conformance, and Supplier will promptly replace such Products free of charge. Title to the Products shall pass to Dealer upon pickup by the courier or shipping agent. Any damage that may occur to Products during shipping is the responsibility of the Dealer as the owner of the Products.

**d. Terms of Sale.** All sales by Supplier will be in accordance with the terms and conditions of this Agreement.

**e. Payment.** Upon Supplier's acceptance of order, Dealer shall submit payment to Supplier via electronic funds transfer or Wells Fargo finance prior to shipping of the Products to the Dealer's facility. Credit Card payments incur a 1.1% fee as charged by our bank. A non-refundable deposit of at least 20% for indent (non-stock) orders is required and can be paid via Bank Transfer or by Credit Card.

**f. Resale of the Products.** Dealer shall be free to resell the Products for such prices and upon such terms and conditions as Dealer may see fit in its sole discretion. Supplier shall have no control over or any liability in connection with the price at which Dealer resells the Products, and Dealer shall hold Supplier harmless and indemnify and defend Supplier from and against any liability resulting therefrom.

### 3. Representations

The Dealer and Supplier, as applicable, make the following representations, warranties and covenants:

- a.** Dealer is a Supplier duly organized, validly existing and in good standing in Australia, is qualified to do business and in good standing in each jurisdiction located within the Territory and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products and provision of any services hereunder.
- b.** Supplier is a company, duly organized, validly existing and in good standing in Australia and is and will remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products.
- c.** Supplier warrants and represents that the Products will be free from defects in design, materials and workmanship and conform with any specifications provided.
- d.** Supplier has all rights, power, and authority to enter into this Agreement,
- e.** Supplier's execution of this Dealer Agreement, and Supplier's performance of its obligations and duties hereunder, do not and will not violate any agreement to which Supplier is a party or by which it is otherwise bound, and
- f.** Neither Party is subject to any pending or threatened litigation or governmental action that could interfere with its performance of this Agreement.
- g.** This Agreement is the binding legal obligation of each Party and is enforceable in accordance with its terms.

### 4. Responsibilities of Dealer

Dealer agrees that it will diligently perform the services and obligations detailed in this Agreement. The operations of Dealer are under its sole and exclusive control, including without limitation supervision of, and liability for expenses incurred with respect to or by their employees.

The Dealer will use best reasonable efforts to promote and sell the Products in the Territory including:

- a) To maintain a current display stock of least five different models of Crossfire vehicles
- b) To develop and maintain a local marketing and sales plan (at least annually)
- c) To seek approval from Supplier prior to publishing for any local marketing materials or advertising using the Crossfire name or trademarks.
- d) To ensure customer information is entered into vehicle database within 7 days of purchase
- e) To represent the Crossfire brand with pride and professionalism
- f) To speak positively and with good purpose about Crossfire in public
- g) To raise any issues or concerns with head office at the earliest stage
- h) To participate in Dealer training events including webinars and conferences
- i) To carry all necessary licenses and insurances for their business

- j) To consult Crossfire before adding any additional vehicle brands to your Dealership
- k) To cover the cost of labour associated with local warranty repairs
- l) To action any Crossfire vehicle recalls or upgrades in a timely manner
- m) To ensure only suitably qualified staff perform vehicle assembly, maintenance, and servicing.

## 5. Responsibilities of Supplier

In addition to any other responsibilities stated in this Agreement, Supplier will:

- a) provide, at Dealer's reasonable request and without charge, up to 8 hours of training with regard to any characteristics of the Products that Dealer or Supplier deems reasonably necessary for Dealer and its employees and agents to fulfill the purposes of Dealer's appointment,
- b) provide to Dealer, without charge, reasonable quantities of promotional literature, brochures and commercial and technical information regarding the Products;
- c) provide sales support and technical training to Dealer and its personnel as deemed reasonably appropriate by Supplier.
- d) to supply vehicle warranty replacement parts at no charge if the vehicle or part is under warranty.
- e) reimburse Dealer at a rate of \$44/hr inc GST for labour costs in the event of vehicle recall works.

## 6. Confidential & Proprietary Information

- a. As used herein, the term "Proprietary Information" means any information, technical data, or know-how (including, but not limited to, information relating to products, services, development, inventions, processes, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by one Party (the "Disclosing Party") to the other (the "Recipient Party") either directly or indirectly in any form whatsoever, including, but not limited to, in writing, in machine readable or other tangible form, orally or visually.
- b. Unless otherwise expressly authorized by the Disclosing Party, the Recipient Party agrees that it and any of its personnel receiving Proprietary Information under this Agreement shall treat such Proprietary Information in strict confidence with the same degree of care applied to its own Proprietary Information of like importance, which it does not wish to disclose, publish, or disseminate to third parties.
- c. In no event will the Recipient Party divulge, in whole or in part, such information to any third party without the prior written consent of the Disclosing Party; provided, further, that any third party must also agree in writing to restrictions comparable to those provided in this Section 6. The Recipient Party may disclose the Proprietary Information to the extent required by a valid order by a court or other governmental body or by applicable law; provided, however, that the Recipient Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure.

- d.** Notwithstanding any other provisions of this Agreement, each party acknowledges that Proprietary Information shall not include any information that: (i) is already known to the Recipient Party at the time of disclosure, or becomes publicly known through no wrongful act of the Recipient Party's part; (ii) is rightfully received by the Recipient Party from a third party without breach of this Agreement; (iii) is independently developed by the Recipient Party without benefit of information received under this Agreement; (iv) is furnished to a third party by the Disclosing Party without a restriction on the third party's right to disclose it; or (v) is explicitly approved for release by written authorization by the Disclosing Party.
- e.** It is understood that all Proprietary Information disclosed under this Agreement, is, and shall remain, the property of the Disclosing Party. Upon completion of this Agreement, or upon written notice from the Disclosing Party, the Recipient Party agrees to return all Proprietary Information in its possession.
- f.** The Recipient Party acknowledges that the Disclosing Party, because of the unique nature of the Proprietary Information, would suffer irreparable harm in the event that the Recipient Party breaches its obligation under this Agreement and that monetary damages would be inadequate to compensate the Disclosing Party for such a breach. The Parties agree that, in such a circumstance, the Disclosing Party shall be entitled, in addition to such monetary relief as may be applicable, to injunctive relief as may be necessary to restrain any continuing or further breach by the Recipient Party, without showing or proving any actual damages sustained by the Disclosing Party.
- g.** The obligations of the Recipient Party under this Section 6 shall survive termination or nonrenewal of this Agreement for a period of 12 years. For the avoidance of doubt, the customer lists of Dealer shall be deemed to constitute Proprietary Information under this agreement.

## 7. Duration & Termination

- a. Effective Date and Duration.** This Agreement shall become effective on the date first written above and shall continue in effect for a period of 5 years.
- b. Dealer Option to Renew.** Dealer shall have the option to renew this Agreement for an additional 2 year period by providing prior written notice to Supplier within 90 days of the end of the initial period of this Agreement.
- c. Termination.** Either Party may terminate this Agreement prior to its expiration upon the occurrence of either of the following:
- (i) the other Party becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, makes an assignment for the benefit of creditors or becomes nationalized or has any of its material assets confiscated or expropriated; or
  - (ii) the other Party (in this case, the "breaching Party") fails to perform any of its obligations hereunder and fails to correct such failure within 30 calendar days after receiving written demand therefore from the non-breaching Party, specifying the failure in sufficient detail for the breaching Party to correct such failure;

provided, however, that upon a second breach of the same obligation by such Party, the other Party may forthwith terminate this Agreement upon notice to the breaching Party.

(iii) The Supplier may issue a notice in writing giving one month's notice to terminate this Agreement if in their opinion the Dealer is not properly performing their duties or is in breach of this agreement. Dealer will be advised of the reasons for the notice and will have thirty days to rectify any issues to the satisfaction of the Supplier or the Agreement will be considered terminated.

## 8. Right of Parties at Termination

**a. Obligations After Termination.** In the event that this Agreement is terminated or expires on its own terms, Supplier shall have no further responsibilities to Dealer except that in the event the Agreement terminates for any reason other than a breach hereof by Dealer, Supplier shall be obligated to process orders accepted by Supplier prior to the effective date of such termination or expiration or within 20 days thereafter.

**b. Survival.** Notwithstanding anything to the contrary set forth herein, no termination of this Agreement shall relieve any Party from any obligations hereunder which are outstanding on, or relate to matters or claims occurring or arising prior to, the date of such termination or which survive such termination by their own terms or nature.

## 9. Indemnification & Limitation of Liability

**a. Indemnification.** Each Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party ("Indemnified Party") and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnified Party or any such person to the extent caused directly by acts or omissions of the Indemnifying Party relating to this Agreement, including without limitation (i) any negligent or tortious conduct, (ii) any breach of any of the representations, warranties, covenants or conditions of the Indemnifying Party contained in this Agreement, (iii) any violation of applicable laws or regulations, (iv) infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party, and (v) any breach of any express or implied warranties relating to the Products, including implied warranties of merchantability and fitness for a particular purpose.

**b. Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR PURCHASE OR USE OF THE PRODUCTS.



## 10. Force Majeure

Neither Party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such Party, including without limitation a demand for such Products and other products manufactured by Supplier which exceeds Supplier's ability to supply them, earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such Party. No such inability to deliver or delay in delivery shall invalidate the remainder of this Agreement.

## 11. Trademarks

Dealer shall not dispute or contest for any reason whatsoever, directly, or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of Supplier, nor directly or indirectly attempt to acquire or damage the value of the goodwill associated with any of the trademarks of Supplier, nor counsel, procure or assist any third Party to do any of the foregoing. Dealer will not institute any proceedings with respect to the trademarks of Supplier either in Dealer's own name or on behalf of Supplier without express written permission of Supplier. Dealer shall assign to Supplier, without charge, any rights in the trademarks of Supplier that may inure to the benefit of Dealer pursuant to this Agreement or otherwise. Dealer shall execute any documents or do any acts that may be required to accomplish the intent of this Section.

## 12. General Provisions

- a. Amendments.** This Agreement may be amended only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.
- b. Governing Law.** This Agreement is a contract under the laws of the State of New South Wales and for all purposes shall be governed by and construed in accordance with the laws of the State of New South Wales.
- c. Disputes.** The Parties shall seek to resolve any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation, any dispute regarding the enforceability of any provision, through good faith negotiations between them within 12 days of any notice of dispute being served or such longer period of time as may be mutually agreed between the Parties. If the Parties are unable to resolve the dispute within this timeframe, and one or both parties one or both parties desire to pursue the dispute, then the dispute shall be resolved by arbitration in accordance with the ACICA Expedited Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The Parties will share equally the cost of arbitrating such dispute. The arbitrator(s) shall not be empowered to award punitive or other damages in excess of compensatory damages, and both parties irrevocably waive the right to any such damages.



**d. Assignment.** Neither Party shall assign, pledge or otherwise transfer any of its rights, interest or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party.

**e. Counterparts and Execution.** This Agreement may be executed in any number of counterparts, and by each of the Parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of a scanned executed copy of this Agreement by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by email shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

**f. Cumulative Remedies.** The rights and remedies of the Parties hereunder are cumulative and not exclusive of any rights or remedies which the Parties would otherwise have. No single or partial exercise of any such right or remedy by a Party, and no discontinuance of steps to enforce any such right or remedy, shall preclude any further exercise thereof or of any other right or remedy of such Party.

**g. Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.

**h. Exhibits and Schedules.** The exhibits or schedules attached hereto are an integral part hereof and all references herein to this Agreement shall include such exhibits and schedules.

**i. Notices.** Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder: (i) shall be in writing; (ii) shall be sent by email, messenger, certified or registered mail or a reliable express delivery service, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and (iii) shall be deemed to have been given on the date of receipt by the addressee, as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office), the records of the Person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, mail or express delivery service.. All such communications shall be sent to the addresses for each Party as first set forth above, or to such other addresses or numbers as any Party may inform the others by giving 2 days prior notice.

**j. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

**k. Successors and Assigns.** This Agreement shall be binding upon each of the Parties and their respective successors and permitted assigns.

## Parties to the Agreement

Crossfire Motorcycles

\_\_\_\_\_  
Vadim Shvartsfeld  
Managing Director

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

## Dealer Details

Company Name and ABN

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

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

Witnessed by:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Executed as an agreement on the date the Dealer executes this agreement, in accordance with Section 127 of the Corporations Act, 2001 (Cth).

# Schedule A - Pricing

See current dealer price list for details.  
Prices are subject to change.

# DEALER AGREEMENT ADDENDUM

**This document is a confidential agreement prepared for the receiver of the document. Reproduction or distribution of this document in any form is a breach of the terms. Crossfire reserves the right to claim damages against parties which distribute this document or parts of it.**

Crossfire Motorcycles Pty Ltd (Crossfire) was established in 2008 with a vision to set the standard in our industry for product quality, customer service and value for money. We have built our business through building a network of trusted Dealers to deliver stability and long-term commitment to our customers.

Crossfire strives to be innovative as we continue to identify and introduce new products into the marketplace. We strive to meet market demand by offering high quality products, such as Motorcycles, ATVs /Quad Bikes, UTVs/ Side by Side vehicles, Go-Karts as well as parts and accessories.

Crossfire is a Dealer-based network. It has always been our belief that our Dealers are the face of the business, and we are there to support and assist in your business success. We listen to our Dealer feedback and develop products in partnership with the channel so our products remain dynamic and ever evolving.

## 1. WEBSITE, MARKETING AND ADVERTISING

### 1.0 Crossfire Website

We promote our products on Crossfire Website: <http://crossfiremotorcycles.com>.

The website has many resources to support our Dealers. Crossfire makes every possible effort to ensure that all information is true representation of our products. However due to changes in products, variations in colours and other factors beyond our control, sometimes the products might slightly differ from a specific image and/or description. Please contact us prior to ordering if you have any questions or are interested in a specific product feature.

We advertise Dealers' contact details including location, phone number and website on our Dealers page at <http://crossfiremotorcycles.com/Dealers>. Dealer listings are granted at our discretion. It is Dealer's responsibility to notify us of any changes to their details and make sure that your details on Crossfire Dealer webpage are current.

### 1.1 Advertising and Social Media

Crossfire advertises products on Crossfire website, Google, Facebook, Instagram, LinkedIn, eBay, Gumtree, various Web directories and other Social Media sites.

Please keep an eye out on our **Facebook** and **Instagram** pages as you might want to share or use the pictures from our promotions on your own Social Media channels. If you are looking for specific images, let us know and we'll do our best to supply them for you. Please note that any promotional/advertising materials that you develop using the Crossfire TM logo must be emailed to us for review and approval prior to printing.

We encourage our Dealers to supply us with photos and video of Crossfire products at their shop, at events or during a ride so we can help to promote you through our social media channels. Please feel free to email your images and videos to [accounts@crossfiremotorcycles.com](mailto:accounts@crossfiremotorcycles.com). If you are running any promotions in your shop – let us know in the email and we will do our best to help you promote it.

If you are planning marketing activities, keep us in the loop as we will do our best to support you and may even be willing to support you with funds for marketing activities to help increase your product sales.

## 1.2 Promotional Materials

Crossfire offers free flags and banners for Dealer events, road shows, field days, as well as to be used inside and outside Dealer shops. We also offer various other promotional materials from time to time and are always happy to supply Dealers with extra materials at their request.

All promotional materials are supplied to Dealers at Crossfire discretion and are subject to availability.

*Examples of Crossfire Flags:*



*Examples of Crossfire Banners:*



## 1.3 Crossfire Authorised Dealer Signage and Shop Signage

We request that all of our major Dealers display 'Crossfire Authorised Dealer Sign' within their shop. We supply our major Dealers with this sign free of charge.

Some Dealers may wish to display extra Crossfire signage in or outside of their shop to promote Crossfire products. If you would like to display any Crossfire signage on your shop, we can help design and, for top Dealers, contribute to the cost of the signage. We can provide templates of our requirements.

All signage is provided at Crossfire discretion.

*Crossfire Authorised Dealer Signage:*



*Examples of Crossfire Dealer Banners for Shop Front:*





## 1.4 Product Catalogues

Please have a look at Support Section of the website for Product Brochures, User Manuals, Parts Catalogues, Engine parts, various Diagrams and information: <http://crossfiremotorcycles.com/support>

Catalogues for each one of our products are available on our website. Dealers can print them off at any time. Catalogues do not have any contact information or pricing, so Dealers can distribute them to customers in their shop.

Crossfire can also supply professionally printed product catalogues to Dealers at their request.

Catalogues are supplied to Dealers at Crossfire discretion and are subject to availability.

Crossfire makes every possible effort to ensure that all information is true representation of our products. However due to changes in products, variations in colours and other factors, sometimes the products might slightly differ from a specific image and/or description. Please contact us prior to ordering if you have any questions or are interested in a specific product feature.

*Examples of Crossfire Catalogues (Double Sided):*

**CROSSFIRE**  
**BLAZER 200R**

**BLAZER 200R**  
FORWARD AND REVERSE GEARS ELECTRIC START  
LED HEADLIGHTS BUCKET SEATS WITH SAFETY BELT  
DISC BRAKES



**CROSSFIRE**

# CROSSFIRE BLAZER 200R

200cc Gas Kart

## IMAGES

## DESCRIPTION

Get ready to kick the track in the Crossfire BLAZER 200R.

This amazing mid-size go-kart is great for youth riders and will allow you to kick up some dirt at a max speed of 45 mph. The **ThunderBolt 200 R** is great for use on two-lane and can hold up to 300 lbs total, so you're more welcome to take a speed-alley for the ride. The go-kart features a 200cc engine capable of an added upgrade of a 200cc adjustable dirt-bike, pumpkin-bike, and heavy-duty shock absorbers.

*"...will allow you to kick up some dirt at a max speed of 45 km/h..."*

If that isn't enough for you then you'll be pleased to know that LED lighting can be added. There's not a vehicle out there that can match the go-kart that you've found, but if you find one that you think you should probably know that this go-kart is actually **the** go-kart that has many other models. You can fit it with a seat belt, which should provide you with a fun-filled day on matter what happens to you.

There's plenty of safety features like the hydraulic brakes, multiple harness although helmet must be worn when riding.

## SPECIFICATIONS

Engine	4 stroke, single cylinder, air cooled
Displacement	200cc
Brake's brake	Motor & 45 km/h
Max HP	2.3hp/1000rpm
Max Torque	8.8 ft/lbs/1000rpm
Max Speed	45 km/h
Climbing Ability	13 degrees
Steering System	Electric / Full backup
Ignition	C&I
Battery	12V 30A
Carburetor Brand	Jet K&O
Ignition Oil	Synthetic
Alternator	Automatic CVT
Driveline / Driving Chain	Chain / Dual wheel drive
Suspension	Double A-arm / racing arm / double / 200cc/1000rpm
Front / Rear Tires	Front: 10x5.5 Rear: 10x5.5
Type	Electric
Fuel Capacity	1L
Weight (kg)	152 kg
Max load	100 kg
Warranty	12months
GA L x W x H	1700/1100/1000mm
Height to Seat	200mm
Maximum Allowed Clearance	750mm

AVAILABLE IN:    

**CF**

**CROSSFIRE**  
**CF70 & CF110**

**CF70**  
700cc 4-STROKE SEMI-AUTO    KICK START AND ELECTRIC START  
ALUMINUM TRIPLE CLAMPS    16" WHEELS  
HYDRAULIC DISC BRAKE FRONT + REAR    CANTILEVERED SWING ARM

**CF110**  
1096cc ELECTRIC START  
4-SPEED SEMI-AUTOMATIC    DISC BRAKES  
16" FRONT, 14" REAR ALLOY WHEELS

[illegible]



## 1.5 Product Images in Media Assets

Crossfire has a Variety of Motorbike, Go-Kart, ATV and UTV photos on our website. Crossfire makes every possible effort to ensure that all photos are true representations of products. However due to changes in products, variations in colours and other factors, sometimes the products might slightly differ from a specific photograph.

Crossfire uploads product images for Dealers to use for their websites and promotions on Media Assets <http://crossfiremotorcycles.com/media-assets> section on our website. Please contact us for Log In details. That section allows you to download various images of our products in order for you to use them on your own website and in promoting Crossfire products in your local media.

It is Dealer's responsibility to ensure that the product images chosen are correct representations of the products being promoted.

## 2. PRICING POLICY

### 2.0 Retail Pricing

All pricing quoted by Crossfire is GST inclusive but exclude Dealer delivery, freight, and assembly charges.

All Crossfire advertising, marketing and promotional materials clearly state this message to customers.

Crossfire reserves the right to change pricing at any time without prior notice.

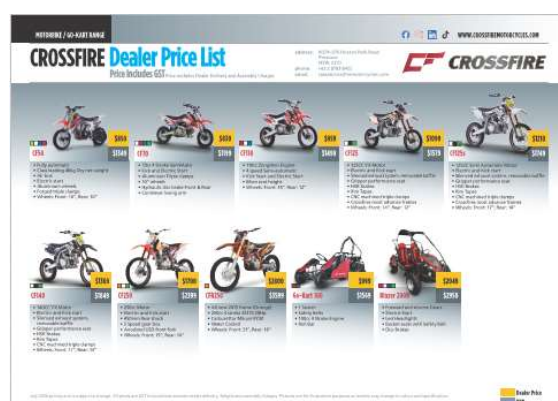
### 2.1 Dealer Price Sheet

Dealer Price Sheet is distributed to all Dealers on a regular basis and is readily available upon request. Price list contains Dealer/wholesale pricing as well as RRP. Prices are subject to change at Crossfire discretion and without prior notice.

*Example of Dealer Price List (Double Sided):*



The left side of the Dealer Price List features a grid of product images and their corresponding prices. The products are categorized by type, such as Go-Karts, ATVs, and UTVs. Each product entry includes a small image, a model name, and a price tag. The layout is clean and professional, with a header section containing the Crossfire logo and contact information.



The right side of the Dealer Price List continues the grid of product images and prices. It features more models of Go-Karts, ATVs, and UTVs, each with a small image and a price tag. The layout is consistent with the left side, maintaining a professional and organized appearance.

## **3 FREIGHT POLICY**

### **3.0 Freight Information**

Crossfire uses a range of couriers including but not limited to: Toll Express, TNT, Toll Priority and Australia Post. The carrier is chosen depending on freight size, location, pricing and timeframe requirements.

Crossfire does not add any margin for freight into product prices. Thus, Dealers are responsible to pay for their own freight and insurance costs. The freight cost depends on specific order and location as well as urgency of delivery and varies accordingly. Crossfire will provide Dealers with freight quote upon request.

Crossfire will organise the freight on Dealer's behalf, however delivery timeframes will vary. Tracking details will be provided at Dealer request, so Dealers can always follow up with the relevant courier directly.

If a Dealer chooses to use their own freight provider or pick up their own freight, Crossfire needs to be notified in advance. Crossfire can provide freight dimensions and weight at Dealer request within a reasonable amount of time. Crossfire will also provide Dealer with timeframes when freight can be picked up at the time of the order.

## **4. ORDERS AND STOCK**

### **4.0 Order Quantity and Dealer Stock Commitment**

Crossfire requires a minimum first Dealer order of 6 units. Crossfire does not enforce a set floor plan. Dealer agrees to maintain a floor display stock of least five different models of Crossfire vehicles.

## **5. PARTS**

### **5.0 Spare Parts and Accessories**

Crossfire carries a large range of spare parts and accessories to support our product range. These are available to our Dealers at wholesale price. Parts availability and pricing can be obtained by contacting us. Prices are subject to change at Crossfire discretion.

### **5.1 Parts Order Procedure**

When ordering Crossfire parts, refer to product Parts Manual which is included with the machine or you can download this from the support section of Crossfire website <http://crossfiremotorcycles.com/support>. The Support Section contains Parts Manuals for Crossfire Products. All Dealers are required to provide product name, year of manufacture, part name and part number at the time of ordering. Sometimes we can request for photos to be supplied of the parts on order.

## **6. WARRANTY**

### **6.1 Set up and Assembly Policy. Pre-Delivery Checklist**

Crossfire products come partially assembled and crated. Assembly times vary depending on the product.

All Crossfire Products come with wearing-in consumables (Oil both transmission and engine, Spark plug and coolant) These components are required to be topped up and checked at assembly and replaced at first service. First service should be conducted in the first 10 hours of use, or 1 month from purchase - whichever comes first.

Crossfire vehicles should only be assembled by a qualified mechanic in a licensed workshop. Improper assembly by unqualified personnel can result in warranty claims being refused. It is noted that at the time of writing, while most Australian states do not legally require a licensed mechanic for working on off road vehicles, we urge for the safety of clients that only qualified mechanics conduct initial assembly and repair of our products.

Once the machine is assembled a **Pre-Delivery Checklist** must be completed by the technician who worked on the machine and retained in the shop for future reference. A copy might be requested for warranty claim at Crossfire discretion.

Pre-Delivery Checklist is available online: <http://crossfiremotorcycles.com/wp/wp-content/uploads/2017/06/crossfire-motorcycles-pre-delivery-checklist.pdf>

## CROSSFIRE Motorcycle / ATV / Side x Side Pre-delivery Checklist

Item	Inspected	Corrected
<b>Item 1. Record Make and Model</b>		
• Make _____ Model _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 2. Engine Number</b>		
• Check engine number which will appear on the main engine component of the vehicle against the prepared documentation. Engine No. _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 3. VIN</b>		
• Check the VIN of the vehicle against the documentation and the compliance plate. VIN _____	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 4. Riding controls</b>		
• Sit on the rider's seat and test all the riding controls.	<input type="checkbox"/>	<input type="checkbox"/>
• Check the operation of the parking brake. On Australian Design Rule 33 cycles fitted with side-car outfits, check by putting the transmission in neutral, applying parking brake and attempting to move the outfit. The brake must be able to stop the outfit being moved.	<input type="checkbox"/>	<input type="checkbox"/>
• Ensure the horn works.	<input type="checkbox"/>	<input type="checkbox"/>
• Throttle cable free play. Turn handle bar lock to lock and make sure throttle cable is free and engine revs do not change. Adjust routing and free play if necessary.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 5. Rider's vision</b>		
• Check that mirrors are securely attached and forward vision through windscreens (if fitted).	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 6. Lights</b>		
• Test the operation of all lights and check the aim of the headlights.	<input type="checkbox"/>	<input type="checkbox"/>
• Ensure that all compulsory reflectors are not damaged and are fitted to the rear of the vehicle.	<input type="checkbox"/>	<input type="checkbox"/>
• Check the number plate light is directing light on to the surface of the number plate and not the rear of the vehicle.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 7. Chassis</b>		
• Check the chassis, sub-frames, transmission, chain guards, exhaust and braking system components.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 7a. Chassis ATV / UTV and side by side vehicles</b>		
• Check Split pin Tie Rod	<input type="checkbox"/>	<input type="checkbox"/>
• Check Split Pin (King pin).	<input type="checkbox"/>	<input type="checkbox"/>
• Check split pin base of steering column.	<input type="checkbox"/>	<input type="checkbox"/>
• Check any remaining split pins to make sure they are fitted correctly.	<input type="checkbox"/>	<input type="checkbox"/>
• Check tie rod bolts to make sure they are tight. Thread lock recommended.	<input type="checkbox"/>	<input type="checkbox"/>
• Use a paint marker to put a mark on each split pin and bolt to allow visibility when checking over.	<input type="checkbox"/>	<input type="checkbox"/>
• Remove wheels check axle crown nuts tension and mark split with paint marker.	<input type="checkbox"/>	<input type="checkbox"/>

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Item	Inspected	Corrected
<b>Item 8. Brakes</b>		
• Check the operation of the brake controls.	<input type="checkbox"/>	<input type="checkbox"/>
• Ensure that where brakes are firmly applied, more than 20% of the pedal or handle travel remains.	<input type="checkbox"/>	<input type="checkbox"/>
• Check that the wheel brake is functioning.	<input type="checkbox"/>	<input type="checkbox"/>
• Inspect visible brake components for leakage and security of mountings.	<input type="checkbox"/>	<input type="checkbox"/>
• Check the effective operation of the park brake.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 9. Wheels and tyres (inspect each road wheel to ensure that)</b>		
• No wheel or rim is cracked or has pieces of a casting missing, or is buckled.	<input type="checkbox"/>	<input type="checkbox"/>
• There are no missing or broken wheel mounting nuts, studs or bolts.	<input type="checkbox"/>	<input type="checkbox"/>
• Any spoked wheel has no missing, loose, broken or cracked spokes.	<input type="checkbox"/>	<input type="checkbox"/>
• The tyre or rim does not foul any component at any point over its full range of travel.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 10. Check the suspension, wheel bearings and steering components</b>		
• Visually inspect all steering components.	<input type="checkbox"/>	<input type="checkbox"/>
• Where steering linkages are fitted, the rotational free play must not exceed 10 mm measured at the end of the handlebars.	<input type="checkbox"/>	<input type="checkbox"/>
• Check if any nut, bolt or locking device is missing or insecure.	<input type="checkbox"/>	<input type="checkbox"/>
• Visually inspect the suspension to ensure no component is broken, cracked, cut, missing or not secured.	<input type="checkbox"/>	<input type="checkbox"/>
• Check that no shock absorber is inoperative or not securely mounted, or that any nut, bolt, or locking device is missing or not secured.	<input type="checkbox"/>	<input type="checkbox"/>
<b>Item 11. Number plate location</b>		
• Ensure the number plate is permanently affixed to the vehicle.	<input type="checkbox"/>	<input type="checkbox"/>
• Ensure the number plate is:	<input type="checkbox"/>	<input type="checkbox"/>
• in an upright position that is substantially parallel to the vehicles axles.	<input type="checkbox"/>	<input type="checkbox"/>
• not more than 1.3 metres above ground level.	<input type="checkbox"/>	<input type="checkbox"/>
• Check the number plate is not obscured, defaced or otherwise not legible.	<input type="checkbox"/>	<input type="checkbox"/>
• Ensure the numbers on the number plate are clearly visible from any point:	<input type="checkbox"/>	<input type="checkbox"/>
• up to 20 metres from the number plate	<input type="checkbox"/>	<input type="checkbox"/>
• within an arc of 45 degrees from the surface of the number plate above or to either side of the vehicle	<input type="checkbox"/>	<input type="checkbox"/>
• Check any cover on the number plate:	<input type="checkbox"/>	<input type="checkbox"/>
• is clear, clean, unlined and flat over its entire surface	<input type="checkbox"/>	<input type="checkbox"/>
• has no reflective or other characteristics that would prevent the successful operation of a device approved for use under a law relating to the detection of traffic offences.	<input type="checkbox"/>	<input type="checkbox"/>
• Ensure one number plate is affixed to the vehicle's rear.	<input type="checkbox"/>	<input type="checkbox"/>

Retained at dealership for internal records.

Technicians Name	_____
Date	____/____/____

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## 6.2 Servicing Policy

All Crossfire products require a service within 1 month of first use, or of purchase by the end user - whichever comes first. The first service is designed to fix any possible issues and faults, check and adjust anything that may not have been done properly during assembly, as well as change the oil, spark plugs and coolant where applicable. The oil is there to help wear the engine in and should not be run past 1 month. (as per 6.1 Set up and Assembly Policy)

Subsequent services should be done at reasonable intervals depending on machine usage at any licensed workshop anywhere in Australia. Services performed by non-qualified personnel may result in warranty claims being refused.

This policy is designed to protect both Dealers and end customers. Dealer is requested to advise their customers of this policy. Please refer to Servicing Conditions on our website: <http://crossfiremotorcycles.com/warranty-conditions>

### 6.3 Parts Only Warranty

Crossfire ATVs, UTVs, Go Karts and Motorbikes are covered by Parts Only Warranty ranging from 6 months and up to 2 years\*. Please ask for warranty details when purchasing your machine. Warranty Conditions section of Crossfire website also has up-to-date information on warranty duration for each product: <http://crossfiremotorcycles.com/warranty-conditions>

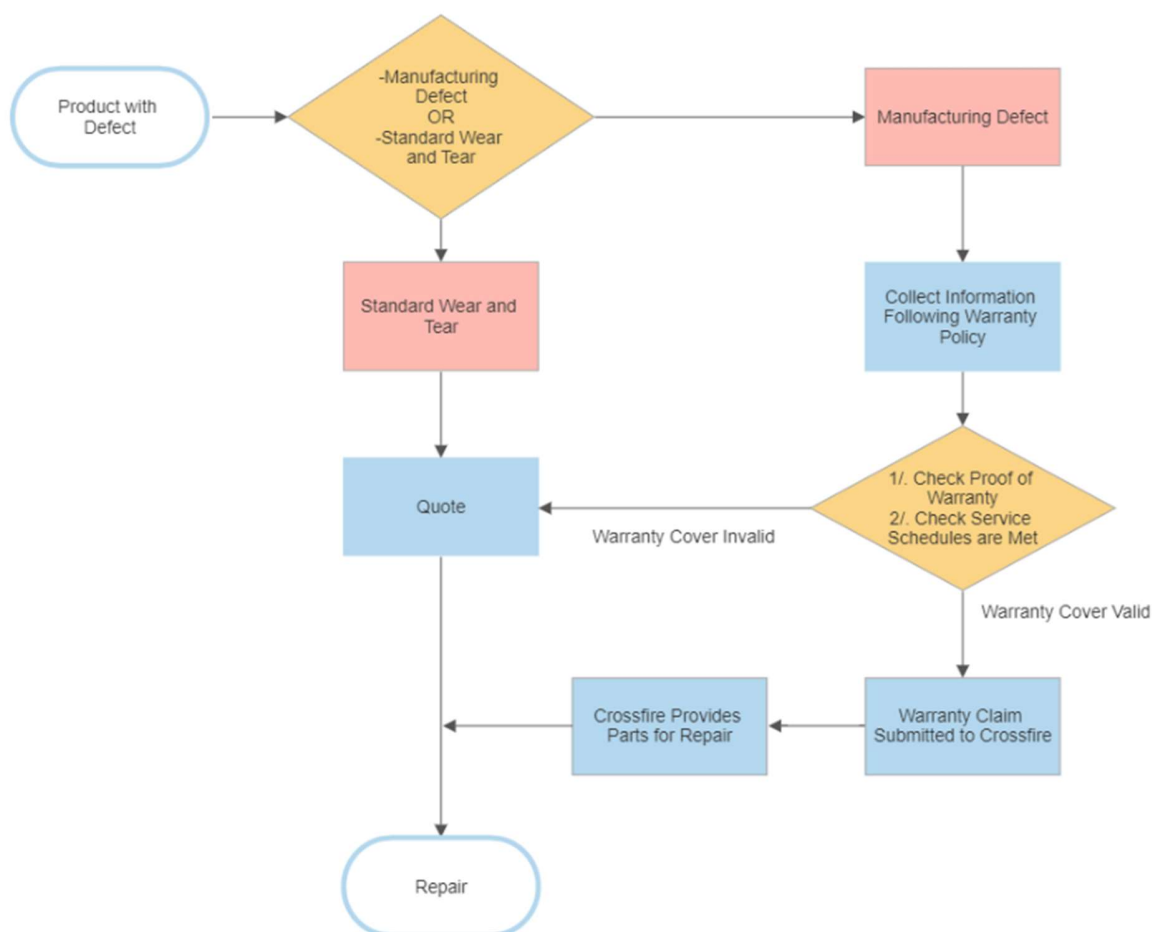
At the warranty claim stage, it is important that the Set up and Assembly policy as well as Servicing policy were followed as we may ask for proof of service. Please note that all sales are final.

All products are tested prior to packaging and dispatch. We warrant that all products are free from defect, and we will replace or repair any part that proves to be defective, at no charge, when your claim is under warranty.

Dealer agrees to cover labour costs for replacing any parts that may have failed under warranty.

### 6.4 Warranty Claim Details

## Dealer Warranty Claim Process



### **Step 1: Update Sales Register**

In order to claim warranty parts, please ensure that you have registered your sale on our website in section: Warranty Registration: <http://crossfiremotorcycles.com/warranty-registration>

### **Step 2: Warranty Claim**

Once your sale is registered, the customer warranty period starts from the date of purchase.

In order to claim replacement parts under warranty, please fill out the form on the Warranty Claim page of our website: <http://crossfiremotorcycles.com/warranty-claim>

In some cases, you will be required to ship any parts that you are claiming under warranty to our office. Please ship only when advised by us to do so.

#### **Crossfire**

**9/274-276 Hoxton Park Rd, Prestons NSW 2170**

**Attention: Warranty Claims**

The part will be examined and tested by our mechanics and replaced or repaired if deemed faulty. You are responsible for any postage costs of returning any faulty part to us. If a part has been deemed to be fault free, the customer is responsible for return postage costs and will be charged for assessment time, at our discretion. Parts may be held until these fees are paid. In case that the payment is not received and no pick up is arranged within 1 month, the part will be advertised and then publicly auctioned as per regulatory requirements.

Crossfire cannot be held responsible for any damage or injury caused whilst operating the machine. Warranty does not cover any loss or damages incurred from reckless use of the machine, accident or collision.

Regular upkeep and maintenance is the responsibility of the driver/rider and should be completed prior to using the machine. Please ensure your customers receive an overview of machine operation and maintenance.

It is important to ensure the product is properly assembled before use as per the pre-delivery checklist. We recommend the machine to be assembled only by a qualified mechanic. The vehicle warranty will be voided if the machine has not been assembled correctly prior to use or if any non-genuine or non-standard part has been fitted. Please ensure that customers understand these conditions before buying.

This warranty policy has been created with the aim of providing the best customer service and after sales service in the Australian motorcycle and ATV industry.

## **7. PAYMENTS**

### **7.0 Floor Plan Finance**

Many of our Dealers opt to use 90 Day Floor Plan Finance through Wells Fargo Finance. We pay them a fee so you can source stock on your showroom floor FREE for 90 days. You will need to show two years of trading history as part of the credit check. Wells Fargo typically charge a small account keeping fees but this will depend on individually negotiated terms. Stock must be fully paid for prior to shipping if Wells Fargo Finance is not suitable for Dealer needs. All orders for parts must be paid prior to dispatch.