American Motorcycle Accessories

15855 Chemical Lane • Huntington Beach, CA 92649
(888) 244-6888 - (714) 890-1636 Fax
www.amoto.us

Dealer Information

Company Name: _____ Attn: _____
Street Address: _____ Billing Address: _____
City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____ E-Mail: _____

Date Opened w/Current Owner: _____ Business Type (Corporation, Partnership, Etc.): _____
Business License #: _____ Resale Tax #: _____
Federal Tax ID #: _____ Corp./State ID #: _____

Officers and/or Principles

Name	Title	SocSec#
		- -
		- -
		- -

Bank Reference

Bank Name	Complete Address

Contact	Phone Number	Account Number

Trade References

Company	Complete Address	Phone

Credit Card Information

Card Type	Credit Card Number	Expiration Date

Authorized Signers for Charge Account

Name	Title	Signature

Each of the Undersigned Agrees to the Following Terms:
All invoices are due and payable on the date of sale unless stated otherwise in writing. If American Motorcycle Accessories, Inc. exercises any remedy by legal proceedings or otherwise, to recover amounts due under invoices and/or statements, American Motorcycle Accessories, Inc. shall be entitled to recover, in addition to all amounts due with interest, all costs and expenses including, but not limited to, attorney's fees and all other legal expenses.

Owner/Partner Name: _____ Owner/Partner Name: _____
Sign and Date: _____ Sign and Date: _____

SALES DISTRIBUTOR AGREEMENT

This Agreement is between American Motorcycle Accessories, Inc, a corporation having its principal place of business at 15855 Chemical Lane, Huntington Beach, California, and _____ ("DISTRIBUTOR"), having its principal place of business at _____.

1. Definitions.
As used herein, the following terms have the meanings set forth below:
1.1 "PRODUCTS" mean motorcycle accessories offered by AMERICAN MOTORCYCLE ACCESSORIES.
1.2 "TERRITORY" means that geographical area wholly contained within the following United States Postal Zip Code number or numbers: _____.

2. Distribution Rights.
AMERICAN MOTORCYCLE ACCESSORIES hereby grants to DISTRIBUTOR a non-exclusive, non-transferable right to distribute PRODUCTS in the TERRITORY for supply to End-Users, but not Original Equipment Manufacturers. DISTRIBUTOR shall use its best efforts to promote and market PRODUCTS throughout the assigned TERRITORY. DISTRIBUTOR shall have no right to sub-license, assign, lease, or otherwise transfer its rights under this Agreement. DISTRIBUTOR shall coordinate all activities called for under this Agreement with the designated representative of AMERICAN MOTORCYCLE ACCESSORIES.

3. Term.
This Agreement shall commence on the date it is executed, and continue in effect until terminated. Either party may terminate this Agreement at any time by giving thirty (30) day's notice to the other of its intent to terminate. Either party may terminate this Agreement immediately upon the insolvency, bankruptcy, or inability of the other to pay debts as and when due. Either party may immediately terminate this Agreement and pursue all rights and remedies allowed by law for the unauthorized dissemination of any confidential information obtained in connection with the use, marketing, or resale of PRODUCTS as set for in this Agreement.

Upon termination of this Agreement, DISTRIBUTOR shall promptly remove all identifying signs, marks, literature, logos, and other evidence linking American Motorcycle Accessories, or its PRODUCTS, with DISTRIBUTOR. The rights and remedies of either party which accrued prior to termination of this Agreement, including those relating to payment of any moneys, shall survive any such termination.

4. Supply of PRODUCTS to DISTRIBUTOR.
Orders for a supply of PRODUCTS shall be placed by DISTRIBUTOR in the form specified by AMERICAN MOTORCYCLE ACCESSORIES and shall be subject to AMERICAN MOTORCYCLE ACCESSORIES General Terms and Conditions of Sale set forth in the attachment hereto which is incorporated herein by this reference. AMERICAN MOTORCYCLE ACCESSORIES shall use its best efforts to supply PRODUCTS to DISTRIBUTOR as ordered, but in no event shall AMERICAN MOTORCYCLE ACCESSORIES be held responsible for any incidental or consequential damages occasioned to DISTRIBUTOR, its dealers, or their customers by production delays, shortages of materials or labor or other restraints.

All shipments of PRODUCTS shall be made F.O.B., Huntington Beach, California, and delivered U.P.S. Ground at DISTRUBUTO'S expense. Any additional cost due to special handling or shipping instructions that DISTRIBUTOR specifies shall also be paid for by DISTRIBUTOR.

5. Price and Payment.
As an authorized AMERICAN MOTORCYCLE ACCESSORIES motorcycle accessories distributor, DISTRIBUTOR shall be entitled to a Dealer Price which is a discount off list price on all PRODUCTS. The price charged DISTRIBUTOR for any PRODUCTS shall be fixed as of the date the order for them is placed with AMERICAN MOTORCYCLE ACCESSORIES. Payment shall be due prior to shipment or delivery.

6. Warranty and Limitation of Liability.
AMERICAN MOTORCYCLE ACCESSORIES provides DISTRIBUTOR with the General Product Warranty and Limitation of Liability set forth in the attachment hereto which is incorporated herein by this reference.

7. Covenants and Indemnity of DISTRIBUTOR.
DISTRIBUTOR covenants that it has all the necessary licenses, permits, authority, and governmental approvals to lawfully engage in the business of reselling PRODUCTS in the TERRITORY. DISTRIBUTOR shall at all times comply with all applicable federal, state, and local laws, regulations, rules and ordinances in the marketing and resale of PRODUCTS, including but not limited to collection and payment of all required taxes. DISTRIBUTOR shall make no representations to dealers, consumers, or any other party regarding any representation or warranty made by AMERICAN MOTORCYCLE ACCESSORIES except for the General Product Warranty and Limitation of Liability set

forth in Paragraph 6 above.

DISTRIBUTOR agrees to indemnify and hold AMERICAN MOTORCYCLE ACCESSORIES harmless from any and all claims, demands, causes of action, damage, liability or expense, including reasonable attorneys fees, arising out of or in any way connected with the use or resale of PRODUCTS covered by this Agreement by DISTRIBUTOR, its employees, its servants, its agents, its dealers, its independent contractors, its customers, or any of them, unless due to the sole negligence or willful misconduct of AMERICAN MOTORCYCLE ACCESSORIES.

DISTRIBUTOR shall obtain and maintain at all times during the term of this Agreement comprehensive general and product liability insurance of at least one million dollars per occurrence ($1,000,000.00) and with such carriers as is acceptable to AMERICAN MOTORCYCLE ACCESSORIES. DISTRIBUTOR shall also list AMERICAN MOTORCYCLE ACCESSORIES as an additionally named insured under such insurance coverage and provide AMERICAN MOTORCYCLE ACCESSORIES with a Certificate of Insurance attesting thereto.

8. Ownership and Other Rights.

DISTRIBUTOR has no right, title to, or interest in PRODUCTS except as otherwise expressly provided in this Agreement. In no event shall DISTRIBUTOR acquire any trade secrets, copyrights, patents, trademarks, or other such intellectual property or proprietary rights embodied in PRODUCTS.

9. Miscellaneous Provisions.

A. Applicable Law and Venue.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California. The parties to this Agreement acknowledge that they have both participated in the drafting of this Agreement so that any ambiguities contained herein, if there be any, shall not be construed against either party. Should litigation arise to enforce this Agreement or as a result of the alleged breach of this Agreement or any of its provisions, the parties agree that such litigation shall be venued in Orange County, California.

B. Entire Agreement and Modification.

This Agreement constitutes and represents the entire integrated agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement shall not be modified unless such modification is in writing and signed by authorized representatives of both parties.

Date:

By: _____

(Authorized Signature) (Print Name)

Title:

American Motorcycle Accessories, Inc.

By: _____

(Authorized Signature) (Print Name)

GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions shall apply to PRODUCTS distributed pursuant to any portion of this Agreement:

1. Designs.

All designs and specifications are subject to change without notice.

2. Weights and Dimensions.

Shipping weights and dimensions are as close to actual as practicable but are not guaranteed. No claims will be recognized or allowed because of any discrepancy between weight or dimensions shipped and listed data.

3. Shipping and Packaging.

All material is carefully packaged for shipment and AMERICAN MOTORCYCLE ACCESSORIES will not be responsible for loss, delay, or breakage after having received "in good order" receipts from the transportation company. All claims for breakage, loss, delay, and damage should be made to carriers, but AMERICAN MOTORCYCLE ACCESSORIES will render DISTRIBUTOR assistance in securing satisfactory adjustment of such claims.

In the absence of directions from DISTRIBUTOR, PRODUCTS will be shipped by the method and via carriers AMERICAN MOTORCYCLE ACCESSORIES in its sole discretion deems dependable. PRODUCTS shall be deemed accepted unless DISTRIBUTOR notifies AMERICAN MOTORCYCLE ACCESSORIES of rejection in writing within five (5) working days of arrival of such PRODUCTS at the point of destination designated by DISTRIBUTOR. Upon giving such written notice of rejection, DISTRIBUTOR shall promptly return such PRODUCTS to AMERICAN MOTORCYCLE ACCESSORIES unused, undamaged, and in their original packaging.

PRODUCTS held in factory by AMERICAN MOTORCYCLE ACCESSORIES beyond date for convenience of DISTRIBUTOR will be invoiced on date of completion and terms of payment will apply as of invoice date. Such PRODUCTS will be subject to charges for warehousing and other expenses incident to such delay.

4. Late Payment and Interest.

Payment not received within the required thirty (30) days after the invoice date shall be subject to an interest charge of one and one-half percent (1 ½ %) per month until paid in full.

5. Special Orders.

Special ordered PRODUCTS (*i.e.*, non-standard accessories, etc.) are considered non-returnable items and non-cancelable orders.

DISTRIBUTOR: _____ AMERICAN MOTORCYCLE ACCESSORIES: _____

GENERAL PRODUCT WARRANTY AND LIMITATION OF LIABILITY

AMERICAN MOTORCYCLE ACCESSORIES warrants the PRODUCTS covered by this Agreement against defects in material and workmanship for a period of 12 months from the date of installation or 18 months from the date of purchase, which ever is first. In event of such defects within the warranty period, AMERICAN MOTORCYCLE ACCESSORIES will, at its sole option, replace or recondition the product without charge. THIS SHALL CONSTITUTE THE EXCLUSIVE REMEDY FOR BREACH OF WARRANTY, AND AMERICAN MOTORCYCLE ACCESSORIES SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES OR OTHER COSTS RESULTING FROM LABOR CHARGES, DELAYS, VANDALISM, NEGLIGENCE, FOULING CAUSED BY FOREIGN MATERIALS, DAMAGE FROM ADVERSE AIR OR WEATHER CONDITIONS, CHEMICALS, OR OTHER CIRCUMSTANCES OVER WHICH AMERICAN MOTORCYCLE ACCESSORIES HAS NO CONTROL. This warranty shall be invalidated by any abuse, misuse, misapplication or improper installation of the product.

AMERICAN MOTORCYCLE ACCESSORIES warranty is limited to repair or replacement of accessories operated within specifications. AMERICAN MOTORCYCLE ACCESSORIES makes or gives no other warranty. ALL OTHER WARRANTIES ORAL OR WRITTEN, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED. In no event, shall AMERICAN MOTORCYCLE ACCESSORIES be liable for incidental, consequential or exemplary damages.

The liability of AMERICAN MOTORCYCLE ACCESSORIES for all loss or damage resulting from non-conforming PRODUCTS, goods, or tender, including breach of any and all warranties, shall be limited to refund of the purchase price of the PRODUCTS with respect to which the loss or damage occurred.

DISTRIBUTOR: _____ AMERICAN MOTORCYCLE ACCESSORIES: _____