



DEALER APPLICATION

LEGAL BUSINESS NAME

DBA (IF DIFFERENT FROM ABOVE)

PHONE

FAX

BILL TO ADDRESS

CITY

STATE

ZIP

SHIPPING ADDRESS

CITY

STATE

ZIP

BUSINESS LOCATION:

COMMERCIAL BUILDING

HOME RESIDENCE

TYPE OF OWNERSHIP:

SOLE PROPRIETOR PARTNERSHIP CORPORATION

OTHER - PLEASE SPECIFY

IF CORPORATION:

INCORPORATED/FORMED IN STATE OF

DATE OF INCORPORATION/FORMATION

BUSINESS ESTABLISHED:

DATE

BUSINESS OWNED SINCE:

DATE

HOW LONG AT PRESENT ADDRESS

NUMBER OF EMPLOYEES

OFFICERS / PARTNERS / OWNERS: PLEASE LIST ALL NAMES, USE ADDITIONAL SHEETS IF NECESSARY.

NAME

TITLE

ADDRESS

CITY

STATE

ZIP

NAME

TITLE

ADDRESS

CITY

STATE

ZIP

BUSINESS LICENSE:

LICENSE NUMBER

EXP. DATE

RESALE CERTIFICATE:

RESALE NUMBER

EXP. DATE

FEDERAL TAX ID

WEBSITE ADDRESS

DESCRIPTION OF BUSINESS:

PRIMARY CONTACT PERSON:

NAME

TITLE

PHONE EXT E-MAIL ADDRESS

DO YOU HAVE THE FACILITIES TO INSTALL PARTS? Yes No

IF YES, WHAT TYPE OF INSTALLATION:

DO YOU HAVE TUNING FACILITIES? Yes No

IF YES, PLEASE LIST TYPE AND MODEL OF DYNO:

HOW DID YOU HEAR ABOUT US? PLEASE SPECIFY.

- MAGAZINE INTERNET REFERRAL OTHER

PLEASE LIST PERSONS AUTHORIZED TO PURCHASE ON YOUR ACCOUNT:

- 1. PRINT NAME SIGNATURE
2. PRINT NAME SIGNATURE
3. PRINT NAME SIGNATURE

PERSONAL GUARANTEE

I, FULL LEGAL NAME, an individual, personally guarantee payment of all debts incurred by COMPANY.

GUARANTOR INFORMATION

NAME TITLE HOME ADDRESS CITY STATE ZIP HOME PHONE HOME FAX DRIVER'S LICENSE NUMBER ISSUING STATE E-MAIL ADDRESS

PLEASE SUBMIT THE FOLLOWING ITEMS WITH THIS APPLICATION. FAILURE TO INCLUDE THESE ITEMS WILL UNNECESSARILY DELAY THE APPLICATION PROCESS. IF YOU ARE NOT INCLUDING AN ITEM, PLEASE LIST THE REASON.

- 1. COPY OF VALID BUSINESS LICENSE
2. COPY OF VALID RESALE CERTIFICATE / SALES TAX PERMIT
3. COPY OF BUSINESS CARD OR COMPANY LETTERHEAD
4. COPY OF VOIDED COMPANY CHECK
5. BLANKET CALIFORNIA RESALE CERTIFICATE (IF OPERATING IN CALIFORNIA)

TERMS AND CONDITIONS OF SALE

The terms and conditions contained herein constitute the entire agreement ("Agreement") between OPTIONIMPORTS Inc. ("Seller") and Buyer with respect to automotive products and parts ("Goods") and shall supersede all prior correspondence, oral communications, Buyer's purchase orders (past or present), confirmation or agreement of any agent of either party with respect to the Goods. In the event that Buyer relies on documents extraneous to this Agreement, the provisions of said documents shall not be deemed accepted by shipment, performance or otherwise unless expressly assumed by Seller.

1. **Prices.** All prices stated herein are F.O.B. Walnut, California, unless otherwise specified by Seller. With respect to orders scheduled for shipment sixty (60) days or more after the date hereof, Seller reserves the right to invoice such shipments according to the prices prevailing at the time of shipment. Seller hereby reserves the right, at any time, to modify or update the price of goods without notice and all changes shall become effective and binding upon subsequent modification in price.
2. **Terms of Payment:** Retail-Payment for Goods shall be by credit card or cash only. Seller will not accept business or personal checks.
3. **Terms of Payment:** Wholesale-Payment for all orders shall be with COD-Certified Funds. Pre-payment by credit card is acceptable, but shall incur an additional non-cash price totaling 3% of total invoice. Bank transfer payments shall incur a \$15 service fee. Unless otherwise specified herein, payment is due on delivery of purchased product. Unless a term is agreed upon between Seller and Buyer, any past due accounts shall be subject to a one and one-half percent (1.5%) per month late charge compounded monthly or the highest rate permitted by law, whichever is greater.
4. **Special Orders.** Special orders are deemed completed subsequent to the processing of Buyer's order. All special orders require a minimum non-refundable deposit for the entire value of the Goods. If there is a cancellation for any reason by Buyer, Buyer forfeits the entire deposit to Seller. Seller shall not be liable for late shipments. Given shipping dates are approximate and are only estimates. Buyer shall not be entitled to chargebacks, reductions in price or other offsets as a result of late shipments or failure to deliver in the estimated time of delivery.
- 4a. **Backorders.** If Seller is unable to immediately fill the entire order, Seller shall notify Buyer and if Buyer so requests, Seller shall ship those goods in stock as an accommodation to the Buyer's order. The balance of the order shall be shipped on back order and the Goods shall be sent to Buyer upon receipt in stock unless otherwise directed by Buyer.
5. **Deliveries.** All shipping dates given by Seller are approximate only. Deliveries may be subject to delay due to, but not limited to, acts of God, strikes, labor difficulties, fire, delay or defaults of common carriers or any other delays beyond Seller's reasonable control, and Seller shall not be liable for any loss or damage arising therefrom. Seller represents that it possesses the skill to properly package the Goods being shipped. All Goods damaged in transit are not the responsibility of Seller. All claims are to be made with the corresponding freight or shipping company. Seller shall have the additional right, in the event of an above-referenced occurrence, to cancel this Agreement or any part of it without any resulting liability. Any delivery not in dispute shall be paid in full regardless of controversies relating to other delivered or undelivered Goods.
6. **Risk of Loss.** Risk of loss of the Goods shall pass to Buyer once the Goods are shipped to Buyer.
7. **Warranties.** Seller warrants that all Goods of the manufacturer are free from manufacturer's defects due to imperfect material or workmanship. If Goods are received by Buyer in a defective condition due to imperfect material or workmanship, and if such information is reported to Seller within 30 days, a Return Merchandise Authorization (RMA) number shall be issued by Seller to Buyer. If said Goods are deemed by Seller or appropriate manufacturer to be defective due to imperfect material or workmanship, Seller or appropriate manufacturer shall correct said Goods.
DISCLAIMER OF ALL WARRANTIES: THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT. WITH THIS AGREEMENT, SELLER EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
8. **Returns.** All returns of Goods not covered under Provision 7 above must be reported to Seller within 14 days. Seller shall issue a Return Merchandise Authorization (RMA) to Buyer. Failure to give notice within thirty (14) days after receipt shall constitute an irrevocable acceptance of the Goods. No claim shall be made after the Goods are used, processed or changed in any manner from the original condition. All warranty cards and similar items must be properly packaged and included with the Goods and returned to Seller in the original packaging. All returns must be sent shipping prepaid. No Goods shall be returned to Seller unless Buyer has notified Seller of the reasons of the proposed returns. Any returns are subject to a twenty-five percent (25%) restocking charge.
9. **Limitation of Damages.** Buyer's exclusive remedy for breach of contract or warranty shall be limited to the price of the Goods only. In the event of a breach or repudiation of this Agreement by Seller, Buyer shall not be entitled to recover any incidental or consequential damages as such terms are defined in the Uniform Commercial Code.
10. **Performance Goods.** Seller is engaged in the selling of after-market automotive Goods and Buyer hereby warrants and represents that it has the knowledge and expertise related to said after-market automotive Goods. Seller is not liable for any misconceptions, misunderstandings or disappointments associated, related to or concerning said after-market automotive Goods.
11. **Taxes.** The amount of present or future sales, revenue, excise, or other taxes applicable to the Goods listed herein shall be added to the purchase price and shall be paid by Buyer, or in the alternative, Buyer shall provide Seller with a tax exemption certificate that complies with taxing authority requirements.
12. **Authority of Seller's Agents.** No agent, employee, or representative of Seller has any authority to bind Seller to any affirmation, representation or warranty concerning the Goods. Unless an affirmation, representation or warranty is specifically included within this acknowledgement, it has not formed part of the basis of this bargain and shall not be in any way enforceable.
13. **Assignment/Delegation.** Buyer shall assign no right or interest in this Agreement without Seller's written consent. Any attempted assignment without such consent shall be wholly void and ineffective for all purposes.
14. **Limitation on Action.** Any action brought under this Agreement shall be brought within one (1) year. No actions arising out of the sale of the Goods sold hereunder or this Agreement may be brought by either party more than one (1) year after the cause(s) of action accrues.

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TERMS AND CONDITIONS OF SALE (CONTINUED)

15. **Default.** On any default or breach of this Agreement by Buyer, Seller, at its option, by giving written notice to Buyer of its election to do so, may, as to this Agreement and such other agreements as may exist between Buyer and Seller: 1. cancel any and/or all agreements; and/or 2. defer shipment or delivery of all or any part until such default or breach is cured; and/or 3. cancel any undelivered portions thereof and/or demand immediate payment of all amounts owed Seller under the agreements. If Seller elects to cancel, Seller may sell all or part of the delivered Goods without notice to Buyer, except as may be required by law (and in such event five (5) days notice shall be deemed reasonable notice under the circumstances) at public or private sale, holding Buyer liable for any damages or financial loss including incidental expenses and attorney's fees resulting to Seller by reason of Buyer's default or breach. Seller shall not be limited in its rights and remedies against Buyer for any cause whatsoever to those remedies set forth herein, but shall have such other rights and remedies as may be available to it under the California Commercial Code or any other applicable laws.

15a. **Buyer's duty.** The duty of the Buyer is to accept and pay in accordance with the terms of this Agreement. The Buyer's duties under this Agreement encompass not only what the parties have agreed upon, but also the total obligations imposed by the Uniform Commercial Code

16. **Termination/Breach.** Seller shall have the absolute right to cancel and refuse to complete this Agreement without notice (1) at any time, if any of the terms and conditions governing this Agreement are not strictly complied with by Buyer or (2) in the event Buyer's financial condition or responsibility becomes unsatisfactory to Seller, Seller shall have the right to seek adequate assurances, in writing, from Buyer to secure due performance. If Seller cancels this Agreement, Buyer shall reimburse Seller for all actual expenditures, commitments, liabilities and costs made or incurred with respect to any Goods ordered but not yet paid for by Buyer, plus loss of profit, less any net recovery to Seller on disposition of such items to others within a period of thirty (30) days after the cancellation. If this agreement is cancelled by Buyer, Seller may retain all or a portion of any down payment or deposit to cover the costs and expenses incurred due to such cancellation.

17. **Attorney Fees.** If either Seller or Buyer commences any action at law or in equity to enforce or interpret the terms of this Agreement, each side shall bear their own costs, attorney fees and any other related costs associated with said proceedings.

18. **Waiver.** Except as may be expressly provided in a writing signed by the parties to this Agreement, the failure or delay of either party to this Agreement to insist in any instance on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or the relinquishment of any rights under that provision in the future, but the provision shall continue and remain in full force and effect.

19. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability and only as to such jurisdiction without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of these terms or provisions in any other jurisdiction.

20. **Modification.** This agreement may not be modified or rescinded except by express written agreement signed by both parties.

21. **Indemnification.** Buyer hereby agrees to defend, indemnify, protect and hold Seller, its parent, subsidiary and affiliated entities, as well as each officer, director, employee, representative, agent, dealer, successor and permitted assign of any of the above harmless from and against any and all expenses, damages, claims, demands, suits, losses, actions, judgments, proceedings, liabilities and costs whatsoever arising out of: (i) Buyer's breach, misrepresentation or non-performance under this Agreement; or (ii) Negligence or willful misconduct of Buyer or its agents and employees which arise out of Buyer's performance or non-performance under the terms of this Agreement; or (iii). An accident, injury, property damage or death that in any manner relates to this Agreement, including, without limitation, those actions or other liabilities to third persons and their heirs, legal representatives, successors and assigns; or (iv) Buyer's failure to comply with any and all federal, state, local laws, rules, and/or regulations; or (v) any payment owed by Buyer to persons or entities benefiting from this Agreement; or (vi) All other activities of Buyer reasonably connected with this Agreement.

22. **Sales and Use Tax.** Buyer represents that it holds the appropriate and necessary local, state, and federal licenses and/or permits to purchase and re-sell the Goods; Buyer represents that it is engaged in the business of selling Goods; that all Goods purchased from Seller will be resold in the form of tangible personal property. If said Goods are used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that Buyer is required by the Sales and Use Tax Law to report and pay tax measured by the purchase price of said Goods or other authorized amount.

23. **Governing Law.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the law of California. The parties specifically agree to submit to the jurisdiction of the courts of California, with venue in Los Angeles County.

24. Miscellaneous

a) Some automotive Goods for sale by Seller have been designed and are intended for off-highway application only. Federal and/or State laws may prohibit the removal, modification, or rendering inoperable of any device or element of design or performance affecting vehicle emission or safety in a vehicle used on public highways. Violation of such laws may subject the owner or user to a fine or penalty. Installation of this part may void the warranty coverage, if any, on the vehicle. Vehicles modified by use of performance parts may no longer be lawfully used on public highways.

b) Except as otherwise specifically set forth herein, all Goods are sold "as-is"; neither Seller nor any agent or broker on its behalf, has made any warranties, express or implied, of any kind except as otherwise specifically set forth herein. Seller SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOSS OF PROFIT OF ANY KIND.

25. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be binding upon receipt.

09/03

I, THE UNDERSIGNED, HAVE READ AND UNDERSTOOD THE "TERMS AND CONDITIONS OF SALE." BY SIGNING BELOW, I AGREE TO ALL TERMS AS SPECIFIED.

By: _____

SIGNATURE - MUST BE AN OFFICER OF COMPANY

DATE

PRINT NAME

TITLE

Return your application to the following address

CAREX Development, Inc - 18320 Bedford Cir, La Puente, CA 91744

or fax to (626) 581-7209 Attn: New Accounts

A minimum of \$1,000 purchase is required for all new accounts, no exceptions.