

DEALER INFO / APPLICATION



Order Payment Type: (Check One)

CREDIT CARD (Visa or Mastercard Only)

WIRE TRANSFER

Federal Tax #: _____

Business License #: _____

Dealership Name: _____

Owner: _____

Address: _____

Parts Manager: _____

City: _____

State / Zip: _____

Phone: _____

Fax: _____

E-Mail: _____

Website: _____

List Three (3) Industry Trade References With Whom You Have Accounts:

Company: _____ Phone: _____

Address: _____ Fax: _____

City: _____ Contact: _____ Account#: _____

Company: _____ Phone: _____

Address: _____ Fax: _____

City: _____ Contact: _____ Account#: _____

Company: _____ Phone: _____

Address: _____ Fax: _____

City: _____ Contact: _____ Account#: _____

Banking Information:

Bank: _____ Branch: _____

Contact: _____ Phone: _____

Account #: _____ Account Type: _____

The applicant hereby authorizes the above named references and bank to release information to Zero Gravity, pertaining to the applicant's account(s), for the purpose of evaluating applicant's credit worthiness.

Signature X: _____ Print Name: _____ Date: _____

Notice: This form must be signed by the owner. Employee signatures are not acceptable.

DEALER CREDIT CARD AGREEMENT



Dealership Name: _____

Sole Proprietorship/ ___ Partnership/ ___ Corporation/ ___ LLC/ ___ Other (specify) _____

Owner's Name(s): _____

Dealership Address: _____

Phone: _____ Fax: _____ Email: _____

Name on Card: _____

Billing Address: _____

Visa ___ MC ___ Credit Card Number _____ - _____ - _____ Exp: ___/___ V-Code: _____

Zero Gravity Corporation, a California Corporation, 912-A Pancho Road, Camarillo CA 93012, (herein referred to as "Manufacturer") agrees to deliver certain merchandise to the above named Dealership, owned by above named Owner(s) (hereinafter collectively referred to as "Dealer"), for the payment in full for such merchandise in United States money.

DEALER HEREBY AGREES TO THE FOLLOWING:

- 1. Credit Card Payment** - Dealer agrees to pay for all orders by credit card, either Visa or Master card, in advance of shipment of any product.
- 2. Collection** - Dealer further agrees that if the services of a collection agency become necessary to collect any monies owing hereunder and/or if litigation becomes necessary to enforce this Agreement, Dealer agrees to pay such collection agency fees, attorney's fees and court costs as may be reasonably necessary to collect such monies.
- 3. California Law** - Dealer acknowledges and agrees that the provisions of this Agreement shall be governed by the laws of the state of California, U.S.A. and shall include the terms and conditions set forth on the Terms and Conditions page. Any lawsuit to enforce this Agreement shall be filed in any competent court in the state of California, county of Ventura, including, but not limited to, small claims court, and Dealer consents to the jurisdiction of said court(s).
- 4. Guarantee** - Dealership and Owner jointly and severally and unconditionally guarantee to the Manufacturer the prompt and full payment of all sums due hereunder and agree to remain fully bound personally on this guarantee notwithstanding any extension, forbearance, or waiver, or release, discharge or substitution of any collateral or security for the debt. In the event of default, the Manufacturer may seek payment directly from the undersigned, from Dealership and/or above named owner(s). This Guarantee shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. The undersigned signatory represents and warrants that he/she is fully authorized to execute this Agreement and to bind the Dealership to the terms and conditions of this contract.
- 5. Attachment** - The terms and Conditions set forth on the Zero Gravity Terms and Conditions page are made part hereof. This Agreement cannot be modified by any oral statement and is the entire agreement between the parties.

AGREED: Dealer

By _____ / Name (print) _____

(Signature: Authorized officer if a corporation or LLC)

Title _____ Date _____

By _____ / Name (print) _____

(Signature: Authorized officer if a corporation or LLC)

Title _____ Date _____



CALIFORNIA – CERTIFICATE OF RESALE
(CALIFORNIA DEALERS ONLY)

(Name of Purchaser) _____

(Address of Purchaser) _____

I HEREBY CERTIFY: That I hold a valid seller’s Permit No. _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling Motorcycle Accessories, that the tangible personal property described herein, which I shall purchase from **Zero Gravity® Corporation**, will be sold by me in the form of tangible personal property; provided, however, that in the event any of such property is 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 I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount. Description of property to be purchased: **Motorcycle Accessories.**

By _____ Date _____
(Signature of Purchaser or Authorized Agent)

ZERO GRAVITY TERMS & CONDITIONS



Business Hours: Monday to Friday 8:30 AM to 5:00 PM Pacific Standard Time

Phone: 1-805-388-8803 **Fax:** 1-805-388-8285 **Website:** www.ZeroGravity-Racing.com

Prices: All prices are F.O.B. Camarillo, California and are subject to change without notice. Zero Gravity will make every effort to make its dealers aware of price changes before shipment.

Shipping: When in stock, orders are shipped within 48 hours (excluding weekends and holidays) via UPS ground unless otherwise specified. Orders too large or not serviced by UPS will be shipped by the most practical carrier of Zero Gravity's choice unless other mutually acceptable arrangements are made prior to shipment.

Shipping Claims: All goods packaged by and shipped from Zero Gravity are scanned by bar code reader, packed carefully by experienced technicians and should leave the factory in perfect condition. Any claims of short or incomplete orders will be compared to the scanner read-out. In the event of shipping damage or discrepancy, go to www.zerogravity-racing.com/shipping_claim.php and make your claim online. Ownership of the goods transfers to the customer when the carrier takes possession of such goods. The carrier is responsible for all claims for damage or missing goods. Customer is urged to always check the condition of the merchandise in the presence of the carrier. In the event goods are damaged in transit, the customer must notify Zero Gravity online (see above link) within *5 business days*. Customer must keep the original box, all the packing material, and the damaged item(s) for inspection by the carrier. Upon customer's request, Zero Gravity will send a replacement for the damaged item(s) and charge the customer. Customer will then be reimbursed for the original damaged item(s) when, and if, claim payment is received from the carrier.

Refused Orders: In the event customer refuses an order, the customer will be responsible for the freight charges incurred to ship such order, including any COD charges, and a 20% restocking fee. Customer's account will be subject to "Do Not Ship" status until such charges and fees are paid.

Return Policy:

- 1) Upon receipt of your products please immediately inspect the shipping boxes. If there is obvious damage to a box, please refer to Shipping Claims paragraph above. Make sure to retain all original packaging.
- 2) All returns MUST have a Zero Gravity assigned Return Authorization Number (RA#) which may be obtained by emailing Zero Gravity's Returns Dept at returns@zerogravity-racing.com within 30 days of receipt of goods. RA# is valid for 30 days. Please include your Invoice Number and reason for the return. RA# must be clearly marked in two locations on the outside of the return shipping box.
- 3) Returns received without a valid RA# will not be accepted and will be returned to the customer at their expense.
- 4) Returns (other than warranty returns) will NOT be accepted after 60 days of receipt of goods.
- 5) Return of goods for personal reasons (i.e. color preference) and orders that are cancelled after shipment from Zero Gravity are subject to a 20% restocking fee
- 6) Returned merchandise must be in new/sellable condition to be considered for a refund. No return will be approved if merchandise has been altered or damaged in any way.
- 7) All returns are subject to inspection by Zero Gravity for any claimed damage or defect. Any credit allowed will be given at the sole discretion of Zero Gravity.
- 8) No freight or restocking fee will be charged on returned goods that were not as ordered or are found to have a manufacturer's defect.
- 9) Any credit due will be deducted from the replacement order or credited to your account. Refunds will be issued via the same method the original order was paid.
- 10) Items 1 through 9 above apply only to the direct customers of Zero Gravity.

Liability: The acceptance and/or use of merchandise received by the customer from Zero Gravity shall release the manufacturer of such merchandise and Zero Gravity Corporation from any and all liability pertaining to the use of such merchandise. The customer recognizes that any alteration or modification to any motorcycle may void its original equipment manufacturer (OEM) warranty and may also render the motorcycle illegal for use on public roads. Zero Gravity products are intended for use on public streets or highways only in areas that allow such use. Please check vehicle code in your area regarding the use of aftermarket windscreens. Zero Gravity hereby disclaims all warranties, express or implied, as to the use or merchantability of its products.

Warranty Claims: If your Zero Gravity product appears to have a defect please go to www.zerogravity-racing.com/warranty_claim.php?d=t for a copy of the Zero Gravity warranty and instructions on how to make a claim.

Dealer's Initials: _____

Email to: dealerinfo@zerogravity-racing.com

912-A PANCHO RD. • CAMARILLO, CA 93012 • TEL 805-388-8803 • FAX 805-388-8285

WWW.ZEROGRAVITY-RACING.COM