



Ekulo Distribution Co, USA, Inc

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: OTHER - PLEASE SPECIFY

SOLE PROPRIETOR PARTNERSHIP CORPORATION

IF CORPORATION:

INCORPORATED/FORMED IN STATE OF

DATE OF INCORPORATION/FORMATION

BUSINESS ESTABLISHED: BUSINESS OWNED SINCE:

DATE 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

PAYMENT / CREDIT CARD AUTHRIZATION

CREDIT CARD # EXP:

CVV:

BILLING

ADDRESS:

CITY STATE

ZIP

PERSONAL GUARANTEE

I, _____, an individual, personally guarantee payment of

FULL LEGAL NAME

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/ TAX ID
2. COPY OF VOIDED COMPANY CHECK

TERMS AND CONDITIONS OF SALE

The terms and conditions contained herein constitute the entire agreement ("Agreement") between CLEAR ESSENCE.COM. ("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. Fontana, 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:** Payment for Goods shall be by prepaid by credit card, cashier's check or cash only. Seller will not accept business or personal checks.
- 3. 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.
- 4. 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 there from. 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.
- 5. Risk of Loss.** Risk of loss of the Goods shall pass to Buyer once the Goods are shipped to Buyer.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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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INITIAL HERE

TERMS AND CONDITIONS OF SALE (CONTINUED)

14. **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

15. **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.

16. **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.

17. **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.

18. **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.

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 **Modification.** This agreement may not be modified or rescinded except by express written agreement signed by both parties.

20. **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.

21. **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.

22. **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.

a) 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

Fax this application to 909-823-5099; our staff will call you back with your account information and price list.

