



Fax: 317.228.9849

Distributor Application

DISTRIBUTOR INFORMATION: Legal Business Name: _____

Any assumed business names: _____

Date business started: _____ Business Hours: _____

Street Address: _____

Business Phone: (_____) _____ - _____ Fax: : (_____) _____ - _____

Website Address: _____ Email: _____

Name of Owners/Partners: _____

Contact Person: _____ Title: _____

BUSINESS REFERENCES: List 2 companies that you currently do business with *in the motorcycle industry*

Name: _____ Date first doing business with: _____

Address: _____

Phone number: (_____) _____ - _____ Contact Person: _____

Terms of account/ financial relationship: _____

Name: _____ Date first doing business with: _____

Address: _____

Phone number: (_____) _____ - _____ Contact Person: _____

Terms of account/ financial relationship: _____

Please Attach the Following:

- A copy of your business license and Tax ID number
- A copy of your Resale Card/Certificate (if applicable in your state)
- A copy of your local Yellow Page listing and/or advertisement of your company.

CREDIT REFERENCE:

Bank Name: _____ Account no. _____

Address: _____

Phone number: (_____) _____ - _____ Contact Person: _____

BY SIGNING BELOW, DISTRIBUTOR ACKNOWLEDGES AND AGREES THAT IT HAS READ BOTH SIDES OF THIS APPLICATION & AGREEMENT BEFORE YOU SIGNED BELOW. DISTRIBUTOR PROMISES AND REPRESENTS THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE AND ACKNOWLEDGES THAT 360 BRAKE COMPANY MAY REASONABLY RELY ON THIS INFORMATION, CHECK REFERENCES, GATHER CREDIT DATA AND PROVIDE A COPY HEREOF WITH THIRD PARTIES. DISTRIBUTOR BY:

Signature

Title

DISTRIBUTOR AGREEMENT - TERMS & CONDITIONS

- 1. APPOINTMENT.** 360 Brake Company (sometimes “Company”) hereby appoints Distributor as a non-exclusive distributor for each of the motorcycle brake units and accessory parts provided by Company (“Products”), which product line will change from time to time at Company’s sole discretion, solely in the United States of America and its territories. Distributor hereby accepts such appointment. Company and Distributor are independent contractors, and nothing contained herein will make the parties partners, joint ventures, co-owners or otherwise participants in a joint or common undertaking.
- 2. TERMS AND CONDITIONS FOR SUPPLY OF PRODUCTS.** Purchase orders shall be in writing and shall be governed exclusively by the terms and conditions of this Agreement. Any preprinted terms and conditions in Distributor’s purchase order in addition to or inconsistent with those contained in this Agreement shall be of no force and effect unless Company specifically agrees in writing to such terms. Distributor must confirm Company’s receipt of Purchase Orders. Products will be suitably packed for shipment in Company’s standard packaging. Risk of loss and title shall pass to Distributor upon delivery of the Products to the freight forwarder at Company’s facility. Distributor will be responsible for payment (or reimbursement to Company) of all freight, insurance, taxes, customs duties and other shipping expenses after such point. Distributor will inspect all Products for obvious physical damage promptly upon receipt thereof and may reject any Product that fails in a material way to meet Company’s specifications for such Product. Any Product not properly rejected within 10 days of receipt of the Product by Distributor will be deemed accepted. Company will, at its option and expense, either repair or replace any properly rejected Products.
- 3. PRICE, PAYMENT & TAXES.** Distributor’s purchase price for Products will be as set forth in Company’s then current Price List for distributors. Company will issue invoices to Distributor upon shipment of the Product to Distributor, and payment is due within 30 days of shipment date. All invoices which remain unpaid after 30 days will accrue interest at 1% per month (12% APR). In the event a third party is retained to recover unpaid fees and/or expenses, these costs of collection, without limitation, will be due and payable in addition to the bill. Company reserves the right to change credit terms, when, in Company’s sole opinion, the financial condition and past payment history of Distributor so warrant such a change. Upon 360 Brake Company’s request, Distributor shall execute and deliver to 360 Brake Company any financing statement, continuation statements or other documents as 360 Brake Company requests to protect its security interest. Alternatively, Company is hereby granted authority to file or record a financing statement, continuation statements or other documents as 360 Brake Company as Company deems appropriate. All amounts due hereunder are payable in full to 360 Brake Company without deduction and are net of taxes (including any withholding tax) and custom duties. In addition to such amounts, Distributor will be responsible for payment of and will indemnify and hold 360 Brake Company harmless from all taxes (including, without limitations, sales, withholding, value-added and similar taxes) and customs duties paid or payable, however designated, levied, or based on the sale of Products or the amounts payable to 360 Brake Company hereunder, exclusive of United States federal, state, and local taxes based on 360 Brake Company’s net income.
- 4. ADDITIONAL OBLIGATIONS OF DISTRIBUTOR.** Distributor will use reasonable and diligent efforts to promote and market the Products in order to achieve maximum sales potential for the Products. Distributors by definition must be setup for online sales, have a method of attracting and selling to Dealers, and stock Product. Distributor and its Customers will fully comply with all applicable laws and regulations in the exercise of its rights and performance of its duties and obligations under this Agreement and shall not engage in any illegal or unethical business practices in promoting, marketing, or distributing the Products. Distributor agrees to purchase and pay for Products under this Agreement in the minimum quantity of 25 Brakes per order. Distributor will limit its claims and representations concerning the Products to those made by 360 Brake Company in its published product literature, and not make any claims or representations in excess of or inconsistent with such claims of 360 Brake Company. Distributor may not open or alter the packaging of the Products without 360 Brake Company’s prior written authorization, including warnings, waivers, instructions and warranties. Distributor agrees to and is automatically opted in to receive marketing and support emails from and on behalf of 360 Brake.
- 5. 360 BRAKE COMPANY ASSISTANCE.** 360 Brake Company will train Distributor’s personnel in the techniques of installing, operating and maintaining Company’s Products as reasonably required by Distributor and as agreed to by 360 Brake Company. Such training will take place at 360 Brake Company’s designated venues, dates and times, or may be conducted through online, web-based instruction, or through videos and manual-based training
- 6. WARRANTY.** 360 Brake Company hereby warrants to Distributor that Products purchased hereunder will be free from defects in material and workmanship for a period of Six Months from the date of delivery. Distributor’s sole remedy, and 360 Brake Company sole liability, under this warranty will be for 360 Brake Company to repair or replace any defective Product, or, at Company’s discretion, to credit Distributor’s purchase price less any discounts or other credits issued against such Product. The express warranties set forth herein will not apply to defects in a Product caused: (a) through no fault of 360 Brake Company during shipment to or from Distributor, (b) by the installation, use or operation of Products in an application or environment other than that intended or recommended by 360 Brake Company, (c) by modifications or alterations made to the Products by any party other than 360 Brake Company, (d) by misuse, abuse, neglect, theft, vandalism, fire, water or other peril, (e) by failure of Distributor properly and timely to return Products, (f) by use of the Products outside their specifications, or (g) by the Products being subjected to unusual physical stress. All brakes must be installed by a Professional Installer as outlined in the Professional Acknowledgement Waiver to qualify for warranty coverage.

DISTRIBUTOR HEREBY ACKNOWLEDGES RECEIPT OF COMPANY’S INSTALLATION INSTRUCTIONS AND MANUALS, WHICH CONTAIN INSTRUCTIONS ON THE PROPER INSTALLATION AND USE, AND THE RISKS OF IMPROPER INSTALLATION AND MISUSE OF COMPANY’S PRODUCTS. DISTRIBUTOR IS EXPERIENCED AND KNOWLEDGEABLE ABOUT COMPANY’S PRODUCTS. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH

HEREIN, EACH PRODUCT IS PROVIDED BY COMPANY TO DISTRIBUTOR "AS IS," AND COMPANY MAKES AND DISTRIBUTOR RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH DISTRIBUTOR, AND COMPANY SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT TO THE MAXIMUM EXTENT POSSIBLE BY LAW. Distributor shall be solely responsible for any representations or warranties made to any Customer with respect to the Product beyond those set forth herein. Distributor agrees to defend and hold 360 Brake Company harmless against any damages, loss, liability or expense (including reasonable attorneys' fees and costs) arising from claims brought or threatened against 360 Brake Company by any other party arising out of or related to (a) any excluded claims or otherwise Distributor's misuse, modification, alteration, adaptation, promotion, marketing, or distribution of the Product; or (b) Distributor's acts or omissions in breach of this Agreement, including but not limited to Distributor's representations and claims regarding the Products that are contrary to or inconsistent with 360 Brake Company's Product descriptions, instructions and warranties.

7. TERM AND TERMINATION. This Agreement will become effective as of the Effective Date and will continue in force for one year and renew automatically for successive one-year terms, unless and until terminated by either party. Either party may terminate this Agreement without cause at any time upon providing 10 days prior written notice to the other party, and immediately for cause. Termination shall not extinguish any liability of either party arising before termination of this Agreement, including without limitation, for payment due for the Product. Company may, in its sole discretion, cancel any or all of Distributor's orders for the Products which have not yet been delivered to Distributor. All confidential information, and sales and promotional materials will remain the property of 360 Brake Company and will be returned to 360 Brake Company.

8. PROPRIETARY RIGHTS & TRADEMARKS. Distributor shall execute a Confidentiality Agreement, in the form and substance of the attached Exhibit A, as a part hereof. Distributor agrees that 360 Brake Company owns all right, title, and interest in the product lines that include the Products and in all of 360 Brake Company patents, trademarks, trade name, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation or service of the Products. Ownership and all right, title and interest in and to any trademarks, marks and trade names that 360 Brake Company may adopt from time to time ("Trademarks") are and shall remain vested solely in 360 Brake Company. During the term of this Agreement, 360 Brake Company grants to Distributor a limited license to use the Trademarks to indicate to the public that it is an authorized Distributor of 360 Brake Company Products and to advertise solely such Products under the Trademarks. Nothing herein will grant to Distributor any right, title or interest in the Trademarks. All representations of the Trademarks that Distributor intends to use will first be submitted to 360 Brake Company for approval (which will not be unreasonably withheld) of design, color, and other details or will be exact copies of those used by 360 Brake Company.

9. MISCELLANEOUS. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana. The parties consent to exclusive personal jurisdiction of and venue in the state courts located in and serving Marion County, Indiana. This Agreement, its attachments and any documents referenced hereby set forth the entire agreement and understanding of the parties, and replace and supersede all prior discussions, understandings and agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. The failure by either party to enforce any rights hereunder will not be construed as a waiver of any rights of such party. The rights and liabilities of the parties hereto will bind and inure to the benefit of their successors and assignees; provided, however, that Distributor may not assign or delegate this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of 360 Brake Company. Any attempted assignment in violation hereof will be void. If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement will continue in full force and effect without said provision; provided however, that if such omission materially changes the economic benefit of this Agreement to either 360 Brake Company or Distributor, then the illegal or unenforceable provision shall be deemed amended to conform to applicable law. Neither party will be liable to the other for any default (other than failure to pay money) hereunder if such default is caused by an event beyond such parties control, including without limitation acts or failures to act of the other party, strikes or labor disputes, component shortages, unavailability of transportation, goods, fires, governmental requirements and acts of God. This Agreement may be executed in counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same instrument. Executed electronic or facsimile copies may serve as originals. In conformity with the United States Foreign Corrupt Practices Act, and with 360 Brake Company's established corporate policies regarding foreign business practices, Distributor and its employees and agents shall not directly or indirectly make an offer, payment, promise of pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government within the Territory or the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist 360 Brake Company in obtaining, retaining or directing any such business.

360 Brake Company, LLC

Distributor

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____