



Alienation, Inc. Credit Agreement

Business Name: _____ Phone Number: _____
Legal Owner: _____ Fax Number: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Number of Years at this Location: _____
Billing address if different from above: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Type of Ownership: Sole Proprietorship _____ Partnership _____ Corporation _____
Federal I.D.#: _____ /Resale#: _____
If Corporation: State of incorporation _____ Date incorporated _____
Have you ever filed bankruptcy?: _____
Number of Years in Business: _____ Number of Years with Present Owner: _____

Principal Owners: (Attach additional sheet if needed)

1. Full Name: _____	Title: _____
Social Security Number: _____	
2. Full Name: _____	Title: _____
Social Security Number: _____	
3. Full Name: _____	Title: _____
Social Security Number: _____	

Bank References:

1. Bank Name: _____	Contact: _____
Account Number: _____	Phone Number: _____
Address: _____	
2. Bank Name: _____	Contact: _____
Account Number: _____	Phone Number: _____
Address: _____	

Trade References:

1. Name: _____	Contact: _____
Account Number: _____	Phone Number: _____
Address: _____	
2. Name: _____	Contact: _____
Account Number: _____	Phone Number: _____
Address: _____	
3. Name: _____	Contact: _____
Account Number: _____	Phone Number: _____
Address: _____	

Please attach current financial information

The undersigned certifies that he/she is authorized to execute this Agreement and that all the statements are true and correct. Verification may be obtained by any source named in this Agreement. The undersigned authorizes Alienation, Inc. to investigate all credit references and any other matters pertaining to its financial responsibility. I/We further agree that it is understood that this credit agreement shall also be deemed a personal guarantee for any and all sums owed for merchandise ordered by and delivered to the above business or any of its affiliates. If for any reason Alienation, Inc. should deem this account to be delinquent, I/We agree that Alienation, Inc. shall have the right in its sole discretion at any time, without notice to applicant, discontinue credit extensions and place applicant on a COD basis. By signing below, the undersigned also agrees to all the terms and conditions on the reverse side.

Both sides of this Agreement must be signed by an Officer or Principal

Principal Owners:

1. Signature: _____	Title: _____
Printed Name: _____	Date: _____
2. Signature: _____	Title: _____
Printed Name: _____	Date: _____

TERMS AND CONDITIONS

The Terms and Conditions of sale stated in this Contract, unless superseded by a written agreement executed by both Parties hereto, shall govern the transaction, notwithstanding any conflicting term or conditions of any other document or communication to the contrary. This Contract shall be deemed to have been entered into in the City of Mill Valley, California.

1. **Definitions.** The term "ALIENATION" refers to ALIENATION, INC. The term "Purchaser," refers to the company or person(s) listed on the face side of this Contract and to whom this offer is extended. The word "Articles" means articles, products, frames, materials, equipment, supplies, parts, assemblies, technical data, intellectual property, drawings, artwork, designs, services or other items covered by this Contract. "Purchase Agreement" shall be deemed to mean this Contract.
2. **Acceptance of Contract.** This Contract constitutes ALIENATION's offer to Purchaser and shall become binding upon the terms and conditions set forth herein. Acceptance of Contract by Purchaser is conditioned on assent by Purchaser to any terms hereof. Unless the Purchaser notifies ALIENATION in writing within ten (10) days from the date hereof of its objections to any terms hereof, Purchaser will be deemed to have assented to such terms. Acceptance by the Purchaser of delivery of any Articles referred to herein without notice of objection as aforesaid will be deemed to constitute assent to such terms.
3. **Prices.** All prices charged shall be those in effect at the time of shipment and are Freight on Board (F.O.B.) point of shipment unless expressly stipulated herein. Prices are subject to change without notice.
Any change in the quantities, partial release or designation may incur a price adjustment.
4. **Taxes.** Purchaser shall pay the amount of any applicable sales, use, compensating, intangibles, gross income or like tax, import duties, export duties and similar charges levied by any governmental authority in connection with this Contract, but not including taxes payable on the net income of ALIENATION.
5. **Title.** ALIENATION shall retain a security interest in the Articles and property specified in this Contract to secure performance of all of the Purchaser's obligations arising under this Contract. ALIENATION agrees that title shall vest in Purchaser upon complete payment of the total invoice price as specified herein. Risk of damage to or loss of the Articles described herein shall pass to Purchaser upon delivery to Purchaser or freight carrier, whichever occurs first. Purchaser shall be responsible for any loss or damage caused in transit by the freight carrier and shall bear all responsibility for filing any necessary claims and forms with said carrier in the event of damage to or loss of the Articles.
6. **Payment.** Purchaser agrees to submit payment for Articles according to payment terms listed on front of invoice. All invoices are payable in U.S. Dollars on a C.O.D. basis unless credit terms have been established with ALIENATION. All credit amounts are due and payable Net 30 from the date of invoice. A 1% per month (12% annual rate) finance charge will accrue on all past due invoices.
7. **Delay in Delivery.** ALIENATION shall not be liable to Purchaser for any loss or damage suffered by Purchaser, directly or indirectly as a result of ALIENATION's failure to perform, or delay in performing any obligation under this Contract, where such failure or delay is caused by, without limitation, strikes, labor disturbances, war, riots, insurrection, fire, accidents, inability to obtain the necessary materials, labor, necessary permits or licenses, transportation curtailments, acts of Providence, of the Government or the public enemy, or by any law, statute, ordinance, or any order, regulation, directive or recommendation of any governmental office or body acting under the color of authority, or by any other cause or circumstances beyond the reasonable control of ALIENATION. In no case shall ALIENATION be liable for any consequential or incidental damages arising from any delay in delivery.
8. **Time is of the essence in this Contract.** If the delivery of the Articles which are subject of this Contract is delayed due to the fault of Purchaser, his agents or employees, or through delays in construction or otherwise which are the responsibility of Purchaser, or which are reasonably foreseeable by the Purchaser, Purchaser shall be obligated to pay such amounts as would be due under the Contract if delivery were accomplished without said delay. In the alternative, by separate, written agreement, Purchaser may be allowed to defer payment until actual delivery, provided however that Purchaser shall pay to ALIENATION the sum of 10 percent (10%) annual interest upon the amount which would have been due, compounded monthly, as delay charges, for the term of such delay.
9. **Delivery.** If the Purchaser wrongfully refuses to accept the Articles specified in this Contract when delivery is tendered, Purchaser agrees to pay to ALIENATION an amount equivalent to twenty-five percent (25%) of the total sale price specified in the Contract. The parties hereto agree that since it is difficult to determine actual damages in such cases, an amount equal to twenty-five percent (25%) of the sale price is a reasonable and proper amount as liquidated damages.
10. **Change of Specifications.** In the event that Purchaser shall, for any reason, change the specifications of the Articles provided for in this Contract, any restocking charge, additional freight costs or other costs incurred by reason of such change, shall be the responsibility of Purchaser. Costs incurred through delays occasioned by such changes shall be reimbursed to ALIENATION in addition to delay charges as provided in Paragraph 8 above.
11. **Warranty.** Articles are subject to limited warranty provisions that are specifically described in literature accompanying the Articles or at www.alienationbmx.com.
12. **Indemnity.** Purchaser agrees to indemnify and hold ALIENATION harmless from any and all claims and liability, including, but not limited to, legal fees and court costs for injuries or death to persons or damage to or destruction of property caused by or resulting from the acts or omissions of Purchaser, its agents, suppliers or employees in the performance of this Contract, and at ALIENATION's option to defend at Purchaser's expense all suits or proceedings arising out of any of the foregoing.
13. **Return Policy.** NO CREDIT shall be allowed for Articles returned without prior written authorization. In the event of the necessity to return defective Articles, Purchaser shall obtain from ALIENATION a Return Authorization and ship the defective item(s) to ALIENATION. ALIENATION shall attempt, but makes no promise to do so, to provide advance replacements of defective item(s) when requested to do so. A twenty percent (20%) restocking charge shall be assessed in the event Purchaser's request to return Articles for credit, for any purpose other than the return of defective Articles, within ninety (90) days of purchase. ALIENATION shall have no obligation to accept for credit any Articles having been purchased longer than ninety (90) days prior to the request.
14. **Repossession.** In the event of any breach or default by Purchaser of the terms and conditions of sale set forth herein, ALIENATION shall have the right to enter the premises where said Articles are located upon reasonable notice and during business hours to remove said Articles. ALIENATION shall not be liable for any loss or damages arising from the repossession of said Articles. These rights of ALIENATION are in addition to and not in substitution of any rights ALIENATION may pursue at law.
15. **Assignment, Binding Effect.** Purchaser shall not assign or transfer this Contract or any rights or obligations thereunder without the prior written consent of ALIENATION. This Contract shall be binding upon the parties hereto, and their respective successors, heirs and assigns.
16. **Jurisdiction, Venue and Notice.** This Agreement shall be deemed to have been entered into in the State of California, and all questions concerning the validity, interpretation or performance of any of its terms or provisions or of any rights of the Parties hereto, shall be governed by and resolved in accordance with the laws of the State of California. The Parties expressly agree that any and all disputes arising out of or in connection with this Agreement shall be litigated in the Superior Court for Marin County, California (and in no other) and the Parties hereby consent to the jurisdiction of said court. The Parties expressly waive personal service of process and consent to service by certified or registered mail, return receipt requested, directed to the address listed on the front of this invoice, or the last known address of the parties, which service shall be deemed completed within ten (10) days after the date of mailing thereof.
17. **Entire Agreement.** It is agreed that this Contract contains the entire agreement between ALIENATION and the Purchaser and that no statement, promise or inducement made by any party hereto, or employee, agent or salesman of either party hereto, which is not contained in this Contract shall be valid or binding; that no agent, salesman or employee of ALIENATION has any authority to make any promise, inducement or representation unless the same is attached hereto or by addendum reference don the reverse hereof and specifically made a part of this Contract. This Contract may not be enlarged, modified or altered except by an instrument in writing, executed by both parties hereto. IT IS AGREED THAT THIS CONTRACT SUPERSEDES ALL PRIOR NEGOTIATIONS AND AGREEMENTS.
18. **Compliance.** ALIENATION may at any time insist upon strict compliance with these terms and conditions, notwithstanding previous custom, practice, custom or course of dealing to the contrary.
19. **Construction.** This Contract shall not be strictly construed against either party hereto.

Signature: _____

Title: _____ Date: _____