

*Odyssey*

GSPORT

*Sunday*

FAIRDALE

# **F U L L F A C T O R Y**

D I S T R I B U T I O N

Please print and fax this to us.

If you'd prefer to sign electronically,  
please send an email to:

[dealers@fullfactorydistro.com](mailto:dealers@fullfactorydistro.com)

**13502 Pumice St.  
Norwalk, CA 90650**

**Phone: (562) 623-9995  
Fax: (562) 623-9885**

**Website: [www.fullfactorydistro.com](http://www.fullfactorydistro.com)  
E-mail: [dealers@fullfactorydistro.com](mailto:dealers@fullfactorydistro.com)**



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# FULLFACTORY

D I S T R I B U T I O N

## DEALER APPLICATION

Company Name \_\_\_\_\_

DBA Name(s) \_\_\_\_\_

Bill to Address \_\_\_\_\_  
STREET

CITY STATE ZIP

Ship to Address (if different from Billing) \_\_\_\_\_  
STREET

CITY STATE ZIP

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Years in Business \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Type of Ownership \_\_\_\_\_ Formed in the State of \_\_\_\_\_

Owner's Name \_\_\_\_\_

Purchaser's Name \_\_\_\_\_ Title \_\_\_\_\_

Contact E-mail \_\_\_\_\_ Website \_\_\_\_\_

## ABOUT YOUR SHOP

Which products are currently stocked in your shop? (check all that apply)

BMX     Skate     Road     Ski/Snowboard     MTN     Apparel

Other \_\_\_\_\_

Does your shop have a separate BMX section or department?     Yes     No

What BMX Brands that you carry? \_\_\_\_\_

Where do you get your BMX news? \_\_\_\_\_

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# FULL FACTORY

D I S T R I B U T I O N

## **2018-2019 DEALER TERMS AND CONDITIONS**

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The following Dealer Agreement is entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between BEAR CORPORATION / FULL FACTORY DISTRO, organized under the laws of California, with its principal office located at 13502 Pumice St., Norwalk, CA 92605 (hereinafter referred to as Full Factory Distro) and

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with its principal place of business located at

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(hereinafter referred to as the Dealer and collectively with Full Factory Distro referred to as the Parties).

### **PURPOSE**

The purpose of this Agreement is to set forth the terms and conditions under which a Dealer may be appointed to sell Fairdale Bicycles, Sunday Bicycles and other products distributed by Full Factory Distribution including but not limited to Odyssey, G-Sport, Fairdale, and Sunday, as an Authorized Dealer, and the financial arrangement between the Parties, in accordance with the terms and conditions of this Agreement.

### **GRANT OF AUTHORITY**

FULL FACTORY DISTRO hereby grants to Dealer the non-exclusive, unless otherwise specified, right to sell and service FULL FACTORY DISTRO Products in a retail establishment, and to use Odyssey, G-Sport, Sunday and Fairdale trademark, trade names and service marks in advertising and in the sale and service of FULL FACTORY DISTRO Products. Dealer is authorized to operate such retail establishment at the location set forth in the Dealer Application submitted with this Agreement to FULL FACTORY DISTRO to become a Dealer (hereinafter referred to as the Approved Location). Dealer accepts such Dealer grant on the terms and conditions set forth herein.

### **DELIVERY**

All FULL FACTORY DISTRO Products shall be shipped FOB shipping point, with title and risk of loss passing at such point. The shipment destination must be Dealer's Approved Location or some other mutually agreed location. Any taxes, administrative or governmental charges incurred as a result of the purchase of FULL FACTORY DISTRO Products are the sole responsibility of Dealer.

### **PRICES**

Dealer shall purchase FULL FACTORY DISTRO Products at the published prices by Full Factory Distribution in effect at the time of the order. FULL FACTORY DISTRO may implement price changes at any time during the term of this Agreement upon thirty (30) days prior written or electronic (e-mail) notice thereof to Dealer.

## **PAYMENT**

FULL FACTORY DISTRO will invoice Dealer for the FULL FACTORY DISTRO Products at the time of shipment and Dealer will pay such invoices immediately via a valid major Credit Card, PayPal, or on a Net 30 Terms contract which will be due thirty (30) days from the invoice date unless otherwise approved by FULL FACTORY DISTRO, in writing, prior to shipment. If Dealer fails to pay the invoice by the due date(s) set out in the invoice, then the Dealer will be charged an interest rate of 1.5% per month (or maximum allowed by law) calculated on simple basis on the amount of the invoice, and will forfeit all Dealer incentives attached to that order.

All returned checks and disallowed ACH payments will be assessed an administrative fee of \$15.00 (USD) per occurrence.

## **RESERVATION OF RIGHTS BY FULL FACTORY DISTRO**

FULL FACTORY DISTRO reserves the right to take the following actions: (i) to appoint or be represented by other Dealers; (ii) to make sales directly to any or all customers it deems appropriate, regardless of the location of the purchaser; (iii) any and all rights not otherwise expressly granted to Dealer by the terms of this Agreement.

## **DISCONTINUANCE AND MODIFICATION OF FULL FACTORY DISTRO PRODUCTS**

FULL FACTORY DISTRO will have the right at any time to introduce new Odyssey, G-Sport, Sunday and Fairdale products; and/or discontinue the sale of any of its products without incurring any obligation or liability whatsoever.

## **PROMOTIONAL MATERIALS**

During the term of this Agreement, FULL FACTORY DISTRO will take reasonable action, in its sole business judgment, to assist Dealer in Dealer's efforts to promote and sell FULL FACTORY DISTRO Products, including providing reasonable quantities of support materials such as product information, sales promotional literature, displays, store fixtures, and service tools which FULL FACTORY DISTRO determines, in its sole business judgment, are appropriate to offer to Dealer.

## **ADVERTISING**

FULL FACTORY DISTRO and Dealer agree to promote the FULL FACTORY DISTRO brands and products. Dealer agrees to use the FULL FACTORY DISTRO, Odyssey, G-Sport, Sunday and Fairdale trademark only as permitted by the terms of this Agreement. Dealer will, at all times, display a sign identifying the store as a Dealer of Full Factory Distro Products. Dealer will use reasonable efforts to promote service and sell FULL FACTORY DISTRO Products.

## **USE OF TRADEMARK**

Authorized Dealer is granted the non-exclusive right, only for the limited term of this Agreement, to use Odyssey, G-Sport, Sunday and Fairdale Products trademarks as identified by FULL FACTORY DISTRO from time to time to identify the Dealer's retail Store as an FULL FACTORY DISTRO Dealership. Dealer agrees and acknowledges that FULL FACTORY DISTRO's trademarks, trade names, and service marks are owned exclusively by FULL FACTORY DISTRO, and nothing in this Agreement is meant to create any ownership interest in or by Dealer in such trademarks, trade names, or service marks. Dealer otherwise acknowledges that it has no ownership rights, title, or interest in any FULL FACTORY DISTRO trademark, trade name or service mark, nor does Dealer have any right or interest to use any such mark as a part of Dealer internet domain, as a part of Dealer's business name, or for any other purpose not expressly set forth and identified herein. FULL FACTORY DISTRO agrees to hold Dealer harmless from any claim that Dealer's proper use of such trademark infringes upon the rights of any third party. Any other use by Dealer of a trademark owned by FULL FACTORY DISTRO must be in a form and format approved by FULL FACTORY DISTRO in advance of such usage.

## **IN-SEASON ORDERS**

Dealer pricing maintained on all orders, provided Dealer account is current and in good standing within approved terms. Freight terms apply; see below. Back-ordered items may be canceled prior to delivery with exception to prebook orders—Substitutions may be available per FULL FACTORY DISTRO approval. Late payment will result in loss of Dealer incentive at the discretion of Full Factory Distro.

## **TERRITORY**

Dealer accounts may request a territory restriction from FULL FACTORY DISTRO, to be based on 10 mile radius of stocking locations. To be considered, stocking Dealer must stock and present the brand as described in the Dealer Responsibility sub-section, and maintain a representative stock. "Territory" refers to On-Site Stocking by a dealer, and in no way, refers to marketing territory rights. No marketing territory rights will be granted with dealer physical location stocking rights. Territory is to be guaranteed regarding the opening of new accounts only at the discretion of FULL FACTORY DISTRO. Current FULL FACTORY DISTRO Dealers at time of agreement will not be affected by these terms.

Any Dealer found in violation of Dealer responsibility terms will forfeit all territory rights. Previously established Dealers in territory that is newly granted to a subsequent Dealer are exempt from any territory restrictions if all accounts receivable invoices are current and Dealer has placed order within 6 months of new territory establishment. Dealers with multiple locations can stock bicycles for sale in locations outside of protected territory. Bikes may be picked up/serviced at Locations in territory, but must be physically purchased at location outside of territory. Territory granted at the discretion of FULL FACTORY DISTRO, and is not guaranteed by order alone. Territory must be requested at time of prebook, and all Dealer level requirements must be met prior to territory request.

## **DEALER RESPONSIBILITY**

As a FULL FACTORY DISTRO "Authorized Dealer", the Dealer agrees to maintain a physical retail store (the Store) for the sale of FULL FACTORY DISTRO Products at the Approved Location. Authorized Dealers must adhere to Full Factory Distro's current published MAP (Minimum Advertised Price) policy in all advertising, listing and marketing channels. All Odyssey, Sunday, G-Sport and Fairdale products must be sold by and processed through an Authorized Dealer's e-commerce site, or physical store location. Use of any third party checkout and sales site is prohibited unless third party is an authorized retailer and as such has a current signed Dealer Agreement on file with FULL FACTORY DISTRO. Dealer will comply with all laws, ordinances, and regulations, both state and federal, applicable to Dealer's business. Dealer shall pay and discharge, and FULL FACTORY DISTRO will have no obligation to pay for, any expenses or costs of any kind or nature incurred by Dealer in connection with its sale of FULL FACTORY DISTRO Products, including, without limitation, any expenses or costs involved in marketing FULL FACTORY DISTRO Products. Dealer agrees to notify FULL FACTORY DISTRO of any personal injury involving an FULL FACTORY DISTRO Products within ten (10) days of the occurrence or Dealer's receipt of information of such injury. Authorized Dealer must provide assembly by a certified mechanic, for all Fairdale/Sunday bicycles sold and/or picked up in store. Authorized Dealer must present all brands in a positive manner, and represent the brand in a positive manner in all print or verbal communication. Odyssey products must be listed at Full Factory Distro's current published MSRP at all times on Authorized Dealer website, unless designated as a sale period. Sunday Bicycles, framesets, and components must be listed at Full Factory Distro's current published MSRP at all times on Authorized Dealer website, unless designated as a sale period. Fairdale Bicycles, framesets, and components must be listed at Full Factory Distro's current published MSRP at all times on Authorized Dealer website, unless designated as a sale period. Product may be listed at no less than Full Factory Distro's current published MAP (Minimum Advertised Price) on the Dealers website at any time, unless specific written approval is granted by FULL FACTORY DISTRO. Sunday complete bicycle online sales are allowable advertised at no less than FULL FACTORY DISTRO's current published MAP. Dealer must first assemble bicycle, then disassemble and prepare for shipping. Fairdale complete Bicycle online sales are allowable advertised at no less than FULL FACTORY DISTRO's current published MAP. Dealer must first assemble bicycle, then disassemble and prepare for shipping. FULL FACTORY DISTRO Products may not be reduced to "clearance, final markdown, or close-out" type pricing while currently "in-season".

Once a subsequent model year has been released Dealers may liquidate remaining stock at "clearance, final markdown, or closeout" pricing provided a current prebook order/minimum has been met.

## **RESTRICTIONS**

Dealer agrees that it will not engage in any illegal activity, including but not limited to, activity involving any illegal, deceptive, misleading, or unethical business conduct. Dealer may only sell FULL FACTORY DISTRO Products at the Approved Location, within the boundary of the U.S.A., and at a retail price no lower than the current published FULL FACTORY DISTRO's minimum suggested retail price/MAP. Sales of Odyssey, Sunday, G-Sport and Fairdale product are prohibited from the Amazon and eBay platforms outside of the provisions listed in this Agreement.

Under no circumstances is a Dealer allowed to sell FULL FACTORY DISTRO Products outside of the United States of America.

## **FREIGHT**

For complete bicycles:

QTY 10+ free freight on all complete bicycles.

QTY 6-9 is shared freight cost. 50% freight allowance.

QTY 1-5 no freight allowances.

For Parts and Accessories:

Free freight on all P&A orders over \$600.

Half-Cost Freight Allowance on all orders over \$400

Dealer is responsible for surcharges for any wrong ship to address or missing information (ex: apartment number), and incorrect freight collect account number. Fees are as follows:

UPS Ground: \$20 fee/carton

UPS LTL: \$120 fee for re-delivery

Freight allowances and surcharges based on UPS rates. Subject to change without notice.

## **BACKORDERS**

Backorders may be cancelled prior to delivery to Dealer at no charge. Backorders that have been delivered must be handled as returns. Backorders subject to cancellation, dealers will incur no penalty to minimum orders based on B/O cancellation.

## **WARRANTY**

Dealer will handle and process all warranties as stipulated on manufacturer website. Dealer will submit all required information and materials to the FULL FACTORY DISTRO as requested, failure to do so may result in loss of credit or compensation for warranty claims processed outside of manufacturer guidelines.

## **TERMS OF AGREEMENT**

(a) The term of this agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and end on the 31st day of December 20\_\_\_. In the absence of the execution of new agreement, the terms will be month-to-month after expiration of the term.

(b) This Agreement does not automatically renew. FULL FACTORY DISTRO may condition its renewal upon Dealer entering into Full Factory Distros then-current Dealer Agreement.

(c) Either party may terminate this Agreement at any time by providing the other with not less than thirty (30) days written notice of its election to terminate. The Parties may also mutually consent to terminate this Agreement at any time.

(d) FULL FACTORY DISTRO may terminate this Agreement by written notice to Dealer under any of the following circumstances:

(i) If Dealer breaches the Material Term and conditions of this Agreement; with notice to cure being at the sole discretion of Full Factory Distro.

(ii) Immediately upon the sale, transfer, or liquidation of Dealer's business not in accord with terms of this Agreement; or upon the sale of all or substantially all of Dealer's assets; or upon Dealer's loss of right to occupy the Approved Location; or if Dealer moves to a new location without Full Factory Distros prior authorization; or fails to provide or renew the license or approval to sell product.

(iii) Immediately upon the filing of a petition of bankruptcy against Dealer which is not dismissed within sixty (60) days, or if Dealer files a petition of bankruptcy, or upon the insolvency of Dealer's business.

(iv) Immediately if Dealer fails to pay any sums due to FULL FACTORY DISTRO and does not cure such failure within (20) days upon receipt of written notice of such nonpayment.

(e) Upon the effective date of termination of this Agreement, all outstanding orders from Dealer to FULL FACTORY DISTRO will be deemed cancelled, to the extent FULL FACTORY DISTRO's products have not yet been shipped by FULL FACTORY DISTRO.

f) Upon termination of this Agreement, for any reason, FULL FACTORY DISTRO shall have the option, within sixty (60) days after the effective date of such termination, to purchase Dealer's inventory which was purchased by Dealer within the past twelve (12) months prior to the date of termination. If FULL FACTORY DISTRO exercises such option, Dealer will sell and release to FULL FACTORY DISTRO such inventory at a price equal to the price initially paid by Dealer for the FULL FACTORY DISTRO Products, provided the FULL FACTORY DISTRO Products have been properly stored and are in good and saleable condition.

(g) Upon termination of this Agreement for any reason, Dealer will promptly return to FULL FACTORY DISTRO any property of FFD/ODYSSEY BMX/GSPORT/FAIRDALE/SUNDAY, including without limitation, all sales and marketing documents, manuals and other records and proprietary of Full Factory Distro. Dealer agrees that it will not make or retain any copy of, or extract from, such property or materials. Full Factory Distro agrees to compensate Dealer for the cost of any returned sales materials that were authorized by Full Factory Distro and purchased by Dealer within twelve (12) months of the date of termination.

## **FORCE MAJURE**

FULL FACTORY DISTRO shall be excused from delay or non-performance in the delivery of an order and Dealer shall have no claim for damage if and to the extent such delay or failure is caused by occurrences beyond the control of FULL FACTORY DISTRO including, but not limited to, market conditions; acts of God; war, acts of terrorism, riots and civil disturbances; expropriation or confiscation of facilities or compliance with any order or request of governmental authority; strikes, labor or employment difficulties whether direct or indirect; or any cause whatsoever which is not within the reasonable control of FULL FACTORY DISTRO. FULL FACTORY DISTRO will immediately notify Dealer of the existence of any such force majeure condition and the anticipated extent of the delay or non-delivery. FULL FACTORY DISTRO will, in such event, have the right to allocate available FULL FACTORY DISTRO Products among its customers and Dealers in its sole discretion.

## **RELATIONSHIP OF PARTIES**

(a) The relationship of the Parties established by this Agreement is that of vendor and vendee, and all work and duties to be performed by the Dealer as contemplated by this Agreement will be performed by it as an independent contractor.

(b) Nothing in this Agreement or otherwise, shall be construed as constituting an appointment of Dealer as an agent, legal representative, joint venture, partner, employee or servant of FULL FACTORY DISTRO for any purpose whatsoever. Dealer is not authorized to transact business, incur obligations, sell goods, solicit orders, or assign or create any obligation of any kind, express or implied, on behalf of FULL FACTORY DISTRO, or to bind FULL FACTORY DISTRO in any way, or to make any contract, promise, warranty or representation on FULL FACTORY DISTRO's behalf with respect to FULL FACTORY DISTRO Products or any other matter, or to accept any service of process upon FULL FACTORY DISTRO or receive any notice of any nature whatsoever on FULL FACTORY DISTRO's behalf.

(c) Under no circumstances will FULL FACTORY DISTRO be liable for any act, omission, contract, debt or other obligation of any kind of Dealer or any salesman, employee, agent, or other person acting for or on behalf of Dealer. Dealer will indemnify and hold FULL FACTORY DISTRO harmless from any and all claims, liabilities, losses, damages, or expenses (including reasonable attorneys, fees and costs) arising directly or indirectly from, as a result of, or in connection with, Dealer's operation of Dealer's business. The terms of this indemnity shall survive the termination of this Agreement.

## **ASSIGNMENT**

This Dealer Agreement may not be assigned by Dealer unless the consent of FULL FACTORY DISTRO is obtained, and such consent is not to be unreasonably withheld. It shall not be considered unreasonable for FULL FACTORY DISTRO to withhold consent if FULL FACTORY DISTRO is to provide financing for Dealer in any amount.

**ATTORNEY FEES**

Should FULL FACTORY DISTRO or Dealer initiate any type of administrative proceeding, arbitration, mediation, or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by FULL FACTORY DISTRO and Dealer that all prevailing parties shall be entitled to an award of their reasonable attorney's fees and costs incurred in such proceedings.

**NOTICES**

Except as specifically set out in this Agreement, any notice or other communication related to this Agreement shall be effective if sent by first class mail. Postage prepaid, to the address set forth in this Agreement or Dealer Application, or to such other address as may be designated in writing to the other party.

**COUNTERPARTS**

This Dealer Agreement may be executed in multiple counterparts, each of which shall be regarded as an original hereof, but all of which together shall constitute one in the same.

IN WITNESS WHEREOF, the Parties have hereunto set this hand on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**FULL FACTORY DISTRO:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**DEALER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## California Resale Certificate

### I HEREBY CERTIFY:

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

\_\_\_\_\_

3. This certificate is for the purchase from \_\_\_\_\_ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

\_\_\_\_\_

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

\_\_\_\_\_



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

\_\_\_\_\_

TELEPHONE NUMBER

(      )

DATE

\_\_\_\_\_