



www.AlteredUSA.com
phone: (949) 951-9500
fax: (949) 951-9511
email: sales@exkate.com

DEALER PROFILE

Shop Name:
Address:
City: State:
Zip: Phone:
Fax: Email:

Store Owner(s):
Owner's Email:
Hardgoods Buyer:
Buyer's Email:
Years in Business: Store Hours:
Store Square Footage: Number of Locations:
Website URL:

What are the top brands you carry?

What types of product lines do you carry?

Blank lines for brand and product line information.

If you have multiple locations, please list them.

Blank lines for multiple locations.

What Tradeshows do you attend?

How did you hear about Altered/Exkate?

Blank line for trade show information.

- FAX this DEALER PROFILE and the RETAIL SALES AGREEMENT to: (949) 951-9511.
If you are interested in getting terms, also fax the RETAILER CREDIT APPLICATION.
To use a credit card for payment, fax the CREDIT CARD AUTHORIZATION FORM.
If you want to sell Altered/Exkate products online, include ONLINE COMMERCE AGREEMENT.
If you are located in the State of California, you must include the CALIFORNIA RESALE CERTIFICATE.

PLEASE FAX TO: (949) 951-9511



CHASE BOARDS, LLC
RETAIL SALES AGREEMENT



This RETAIL SALES AGREEMENT (the "Agreement") is entered into at Lake Forest, California, by and between CHASE BOARDS, LLC ("CHASE", dba Altered/Exkate), a California limited liability company and you, the retail dealer whose name and signature appears below ("BUYER").

APPROVED SELLING LOCATION(S): Each retail location of BUYER must be approved by CHASE in writing prior to the offering for sale or sale of any CHASE product. BUYER is hereby granted the limited right to sell Altered Electric Skateboards, Altered Surfskate Labs products and Exkate products at the following specifically approved retail location(s).

RELATIONSHIP TERMINATION: Nothing herein shall give rise to an obligation on the part of CHASE to continue to sell product to BUYER, and BUYER acknowledges and agrees that either party may terminate its relationship with the other party at any time with or without cause and with or without advance notice to the other party.

CANCELLATIONS: No request for cancellation of an order shall be effective unless it is submitted in writing to and approved by the CHASE Sales Manager assigned to BUYER at least 10 days prior to the start ship date.

PAYMENT TERMS: New accounts, when approved, will be opened on a pre-paid cash, C.O.D. with cashier's check, or credit card basis. To qualify for C.O.D. with company checks or terms of sale and credit limits, BUYER must submit a (CHASE) written credit application to CHASE, who will then offer the BUYER such terms as it, in its (CHASE) absolute discretion, deems appropriate.

MARKETING: BUYER is prohibited from featuring or otherwise utilizing any CHASE products, brand names or trademarks in any of its advertising, in any medium, without the prior written approval of CHASE. Samples of proposed advertising shall be submitted to CHASE for approval as early in the design process as possible, but in all cases no later than fifteen (15) business days prior to BUYER's intended use thereof.

SALES AND DISTRIBUTION; INTERNET PROHIBITION: BUYER is expressly prohibited from the offering for sale, sale diversion, distribution or other disposition, including but not limited to sales via mail order, catalog, or the Internet, of any CHASE products, other than by in-store retail sales at those approved retail store locations of BUYER listed above or through the store's online retail web site unless specifically authorized in writing by CHASE.

SHIPPING: BUYER shall pay all shipping costs. All BUYER shipping/routing instructions must be submitted to CHASE in writing at the time the order is placed. Shipments are F.O.B. the CHASE distribution facility, currently in Lake Forest, California, 92630, and are customarily sent by DHL, FedEx, UPS or Roadway motor freight.

RETURNS: All returns must be approved in writing by the Returns Department of CHASE and given a CHASE Return Merchandise Authorization (RMA) number. A return of merchandise, which is not defective, may be made only upon a shipping error made by CHASE which is reported by the BUYER within five (5) business days after the receipt of goods.

CHARGE-BACKS: Except as set forth herein, all sales are final. CHASE does not, and will not, accept charge-backs of any kind from BUYER.

REFUSED ORDERS: Should BUYER refuse to accept a delivery of product that was not canceled in accordance with CHASE's cancellation policy as described above, BUYER shall be responsible for all shipping costs resulting therefrom.

PRODUCT CHANGES: CHASE reserves the right, without notice and without incurring any liability whatsoever to BUYER, to modify or change labels, graphics, color variations, and/or construction of the merchandise ordered by BUYER, as well as the price for such, due to market conditions and/or material availability, which may or may not be beyond the control of CHASE, or done in order to correct defects.

AMENDMENT; CONSTRUCTION: This Agreement may not be amended, modified or altered except by a written instrument executed by both parties hereto. In the event of any discrepancy between this Agreement and the specific term[s] of any commercial contract hereafter between the parties, this Agreement shall be controlling.

BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, assigns, and successors-in-interest.

NO WAIVER; INTEGRATION: The waiver by CHASE of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any further breach of such or any other term or condition of this Agreement. This Agreement supersedes all prior or contemporaneous written or oral agreements between the parties.

DISPUTES: In the event either party hereto shall institute an action to enforce any rights hereunder, including any action for collection instituted by CHASE or its assignees, the prevailing party in such action shall be entitled to seek and collect attorneys' fees and litigation expenses. BUYER submits and consents to the jurisdiction and venue of the County of Orange, State of California or the United States District Court for the Central District of California in any action arising out of this transaction or BUYER's commercial relationship with CHASE.

"BUYER"

for "CHASE"

Company Name:
Authorized Signature:
Print Name, Title:

Authorized Signature:
Print Name, Title:



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CREDIT CARD AUTHORIZATION FORM

CHASE BOARDS, LLC. is authorized to maintain credit card payment information in our confidential files. This form is being provided for you to supply CHASE BOARDS, LLC. this information.

Company Name: _____
Telephone Number: _____
Email: _____

Dealer Credit Card on File

I hereby authorize CHASE BOARDS, LLC. to charge this card for any and all orders shipped to my company at the address listed on the Dealer Profile as requested by purchase order or order form.

Credit Card Type: Visa Mastercard AmEx Discover

This is a: Personal Card Business Card

Credit Card #: _____ Expiration Date: _____
Name on Credit Card: _____ Security Code: _____
Billing Address: _____ *(3 digits on back)*

City: _____ State: _____
Zip: _____
Card Holders Signature: _____ Date: _____
Printed Name: _____ Title: _____

With my signature I hereby authorize Chase Boards, LLC to use my credit card listed above for outgoing wholesale merchandise at then-current prices, including shipping and handling unless prepaid prior to shipment, plus a 2% credit card handling fee for Visa, Mastercard, Discover, or 3% handling fee for American Express on charged amounts. These charges will be automatically billed to this card at the time of shipping based on my order form submitted.

PLEASE FAX TO: (949) 951-9511



Chase Boards, LLC Retailer Credit Application



The below named Applicant herewith applies to Chase Boards, LLC (hereinafter "Chase Boards") to be named as an Authorized Retailer for certain products made and/or distributed by CHASE BOARDS. Failure to fill out this Retailer Credit Application completely shall void this application process. I agree that the decision to grant this application lies in the sole discretion of CHASE BOARDS, which may grant or refuse this Retailer Credit Application.

BILL TO

Business name: _____ dba: _____ Year established: _____

Contact name: _____ Phone# () _____ Fax# () _____ email: _____

Address: _____ City: _____ State: _____ Zip: _____

SHIP TO (If same as bill to write "same")

Business name: _____

Contact name: _____ Phone# () _____ Fax# () _____ email: _____

Address: _____ City: _____ State: _____ Zip: _____

REQUESTED STORE LOCATION

Manager Name: _____ Buyer Name: _____ Type of Store: Surf : Skate : Snow : Bike: _____

How many stores: _____ Square feet in your store: _____ Square feet dedicated to boards: _____

OWNERSHIP

Check one: Sole Proprietorship Partnership Corporate (list all shareholders and officers) LLC (list GM and all members) [use additional sheet if necessary]

1. Name _____ Title: _____ Soc. Security # _____

Address: _____ City: _____ State: _____ Zip: _____

2. Name _____ Title: _____ Soc. Security # _____

Address: _____ City: _____ State: _____ Zip: _____

BANK REFERENCES

Name of bank: _____ Officer: _____

Account # _____ Account type: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone # () _____ Ext. _____ Fax # () _____

TRADE REFERENCES (Attach list or fill in below)

1. Account Name: _____ Contact: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

2. Account Name: _____ Contact: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

3. Account Name: _____ Contact: _____ Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

CREDIT LIMIT REQUESTED: \$ _____ Dun & Bradstreet No: _____

SALES TAX: Applicant that has any office, distribution facility or business presence in California hereby certifies that it holds a valid Seller's Permit # _____ issued by the state of _____ or such taxing authority as may be applicable, and that the tangible personal property described herein which Applicant shall purchase from Chase Boards, LLC. shall be resold by Applicant in the form of tangible personal property; provided, that in the event that any such property is used for any other purpose, it is understood and agreed that Applicant is required to report and pay any and all applicable taxes.

GUARANTY: As a material inducement to Chase Boards, LLC to sell goods or provide credit to Applicant company _____ ("Applicant's" company name), the undersigned guarantor hereby personally guarantees and agrees to pay, on demand, at Rancho Santa Margarita, California, any sum, indebtedness or other obligation of Applicant which may be due to Chase Boards, LLC. hereunder or hereafter created, whether or not such sum is in excess of the Credit Limit requested above, and to guarantee the performance of any other obligation or covenant of Applicant to Chase Boards, LLC. hereunder or hereafter created. It is understood that this guarantee shall be a continuing, unconditional and irrevocable guarantee and indemnity for such indebtedness of Applicant. The undersigned guarantor hereby waives notice of default, non-payment, presentment, demand for performance, protest, notice of prosecution and/or collection, and any other notices or formalities to which guarantor may be entitled, and hereby consents to any notification or renewal of the credit agreement hereby guaranteed. If approved as an authorized dealer, Applicant and the undersigned guarantor agree to be jointly and severally bound by the terms and conditions of the attached Retail Sales Agreement, whether or not such Retail Sales Agreement is ever signed by the undersigned.

SO AGREED AS OF THE DATE WRITTEN BELOW:

Signed: _____ Print Name: _____ SS#: _____ Date: _____



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ONLINE COMMERCE AGREEMENT

Retailers that wish to promote or distribute Altered/Exkate products via the Internet must completely fill out and sign the following form.

Shop Name: _____
Address: _____
City: _____ State: _____
Zip: _____ Phone: _____
Website URL: _____ Email: _____

How long have you been an online retailer?

What other products do you currently promote or distribute online?

How long have you promoted or distributed these products online?

In order to promote or distribute any Altered/Exkate products via the Internet the following guidelines must be met at all times:

- 1. All retailers must fully complete and sign Online Commerce Agreement before displaying any Altered/Exkate products online.
- 2. All new Internet retail accounts must receive authorization from Altered/Exkate prior to any online display of Altered/Exkate products.
- 3. Retailer must furnish proof of secure site certification from reputable outlet.
- 4. All current and correct logos must appear on the retailer's online homepage and be approved by Altered/Exkate before going live.
- 5. Retailers must maintain MSRP for current season product at all times.
- 6. All Altered/Exkate products must not be advertised online as being "on sale." The terms "on sale," "discounted," "close-out," etc. must never be used in conjunction with the description of our products online, unless authorized by Altered/Exkate.
- 7. Absolutely NO sales are allowed through any other Internet outlet other than your shop website, (i.e. eBay, Amazon, Overstock, half.com, etc.) unless authorized by Altered/Exkate.
- 8. Internet retailers must meet the conditions outlined in this Internet Agreement before approval. If any of these conditions are not met or broken at any time, the account will be terminated.

Altered/Exkate reserves the right to terminate distribution to any distributor, retailer, or account for any reason Altered/Exkate determines in its sole judgment and/or its discretion. All distributors, retailers, or accounts for Altered/Exkate are "at will," unless provided elsewhere in a written agreement with Altered/Exkate.

PLEASE REMIT FAX TO: (949) 951-9511

I have read and understand all of the terms and conditions of this agreement.

X

Authorized signature Date

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
