



**P.O. Box 161859, Miami, FL 33116 U.S.A.  
Phone: 305-238-1866/1-800-666-5000 / FAX: 305-235-8056**

Dear Prospective Customer,

Thank you for your interest in becoming a valued customer. To establish an account you will need to be a manufacturer or have a retail store front that sells bicycles & accessories in a commercial business location that can accept daily deliveries. **A picture of the store must be submitted.** We do not sell to "Internet Only" accounts. We will need the following from you:

1. Copy of state sales tax certificate or resale certificate
2. Copy of business license for sale or repair of bicycles
3. Copy of occupational license for sale or repair of bicycles
4. Copy of proof of liability insurance for your business showing J&B named as insured

**J&B Importers, Inc. must be specifically named as a certificate holder on the Certificate of Liability Insurance. You will need to contact your insurance carrier to have J&B added. Please use our PO box address on the insurance document.**

5. Completed and signed [Credit Application](#) in all designated spaces
6. Signed Bicycle Policy
7. Blanket Credit Card Charge form (**only needed if you are requesting Credit Card Terms**)

***If you cannot include an item from the above list, please circle the number and note why.***

Are you a previous customer? Yes \_\_\_\_ No \_\_\_\_

If so, what was your account # \_\_\_\_\_ and how long has it been since your last purchase? \_\_\_\_\_

**Help reduce our paper usage.** Would you like to receive your invoices by email?

Yes \_\_\_\_ No \_\_\_\_

**Email Address:** \_\_\_\_\_

Thank You,

J&B Importers, Inc



**CUSTOMER ACCOUNT AGREEMENT**

P.O. Box 161859, Miami, FL 33116-1859

For Office Use	Date Approved: _____	Terms approved _____	Credit Limit _____	Approved By: _____
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All information below must be filled out in full on this application

Business Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Street Address \_\_\_\_\_ Email address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ In Business Since \_\_\_\_\_  
Sales Tax Number \_\_\_\_\_ Federal Tax ID Number \_\_\_\_\_  
List correct Corporate name if not listed above \_\_\_\_\_  
Accts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Type Ownership: Corporation/LLC  Partnership/LLP  Sole Proprietorship   
Terms Requested: Net 10th of Month  COD Company Check  COD Cash  Credit Card  ACH  Other \_\_\_\_\_

Please complete the following information regarding principal owner(s):

<b>OWNER 1</b>	Full Name _____	Position _____
	Home Address _____	E-Mail Address _____
	City, State, Zip _____	
	Home Tel. # _____	Social Security _____ Date of Birth _____
	Drivers License # _____	State Issued _____ Expiration Date _____
	Full Name _____	Position _____
	Home Address _____	E-Mail Address _____
	City, State, Zip _____	
	Home Tel. # _____	Social Security # _____ Date of Birth _____
	Drivers License # _____	State Issued _____ Expiration Date _____

**REFERENCES**

1) Please list 3 bicycle industry suppliers who you currently do business with.

Name _____	Name _____	Name _____
Address: _____	Address: _____	Address: _____
Phone _____ Fax _____	Phone _____ Fax _____	Phone _____ Fax _____
Acct. No. _____ Terms _____	Acct. No. _____ Terms _____	Acct. No. _____ Terms _____

2) Please provide the following information on your business checking account:

Name of Bank \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Account Number \_\_\_\_\_ Contact Person \_\_\_\_\_

IN CONSIDERATION OF TRANSACTING BUSINESS WITH J&B IMPORTERS, INC. the undersigned ("Owner") hereby represents and warrants to J&B that:

- (1) **Organization, Power and Authority/Validity of Documents.** Owner is (A) an entity duly organized, validly existing and in good standing under the laws of the state or country of its incorporation or creation, (B) has the power and authority to carry on its business as now being conducted, (C) is in compliance with all governmental requirements; and (D) has the power and authority to enter into this Agreement and any other documents related therewith, including but not limited to, those documents listed in Section 9 hereof ("Documents"), which Documents have (A) been duly authorized by all requisite action of Owner, (B) do not require the approval of any governmental authority, (C) will not violate any governmental requirement, the articles of incorporation or organization and bylaws or operating agreement of Owner; and (D) constitute the legal, valid and binding obligations of Owner and other obligors named therein, if any, in accordance with their respective terms.
- (2) **Litigation.** There are no judgments outstanding against Owner and there is no action, suit, proceeding, or investigation now pending against, involving or affecting Owner, at law, in equity or before any governmental authority that if adversely determined as to Owner would result in a material adverse change in the business or financial condition of Owner, nor is there any basis for such action, suit, proceeding or investigation.
- (3) **Assignment of Interest/Changes of Ownership/Name.** Owner shall not voluntarily or by operation of law assign, transfer or otherwise encumber all or any part of Owner's interest or obligations under Agreement without the prior written consent of J&B, which consent shall be at the sole discretion of J&B. Owner further represents and warrants that it shall: (A) notify J&B immediately of any changes in its ownership structure or name; and (B) that it has been using its present name for the last five (5) years.
- (4) **Insurance.** Owner shall obtain and maintain, at Owner's cost and expense, in full force and effect at all times, with all premiums paid thereon, and without notice or demand, insurance with respect to the Collateral against risks encompassed within the standard policy of fire insurance with extended coverage endorsement, theft and other risks as J&B may require. Upon request, Owner shall provide J&B with proof of such insurance.
- (5) **Payment of Invoices/Financial and Other Information.** Owner shall pay all invoices according to the terms and conditions stipulated herein and in any other Document. Owner warrants and represents that its current financial condition is satisfactory and that it can meet all of its present obligations. Owner further warrants and represents that it shall deliver to J&B such information as J&B may reasonably request from time to time, including without limitation, financial statements and information pertaining to Owner's financial condition. Such information shall be true, correct and complete. Owner acknowledges that the payment terms on its account with J&B shall be based upon the approval of its credit application and the review of its credit references.

(6) **Remedies.** If a default exists and is continuing under this Agreement or any of the Documents, J&B may exercise any right, power or remedy permitted by law or as set forth herein or any other Document including, without limitation, the right to declare the entire unpaid principal amount hereof and all interest accrued hereon, and all other sums secured by this Agreement or any other Document, to be, immediately due and payable. The failure of J&B to exercise any such right, power or remedy shall in no event be construed as a waiver or release thereof.

(7) **Establishment of Account/Other Information.** Owner warrants and represents that it is a manufacturer or a business having a retail storefront selling bicycles and/or bicycle accessories and that it is not an "Internet Only" business. Owner authorizes J&B to charge Owner's credit card(s) for any and all charges relating to merchandise shipped by J&B at Owner's request. Owner acknowledges that orders with credit card payment may experience shipping delays since Owner's credit card(s) must be charged prior to shipment. Owner further authorizes J&B to conduct a personal credit check of Owner. Owner covenants that it shall provide J&B, in a timely manner, with the following documents:

(a) Copy of state sales tax certificate or resale certificate	(d) Fully executed original copy of Agreement with signed Guaranty
(b) Copy of business license for sale or repair of bicycles	(e) Fully executed original copy of ACH form
(c) Copy of occupational license for sale or repair of bicycles	(f) Fully executed copy of Blanket Credit Card Charge Authorization
(g) Fully executed original copy of internet policy agreement	

Owner further warrants and represents that it shall execute, acknowledge, and deliver any and all instruments reasonably requested by J&B.

(8) **Indemnification.** Owner shall at its own expense, and does hereby agree to, protect, indemnify, reimburse, defend and hold harmless J&B and its directors, officers, agents, employees attorneys, successors and assigns from and against any and all liabilities (including strict liability), losses, suits, proceedings, settlements, judgments, orders, penalties, fines, liens, assessments, claims, demands, damages, injuries, indebtedness, costs, disbursements, expenses or fees, of any kind or nature (including attorneys' fees and expenses paid or incurred in connection therewith, at trial and appellate levels and in any administrative or bankruptcy proceedings) arising out of or by reason of any action, or inaction of J&B in connection with this Agreement, the Documents or the Collateral and the failure of Owner to fulfill any of its obligations under this Agreement, any invoice issued for Collateral provided by J&B to Owner or in any way relating to the Collateral. The indemnifications of this Section shall survive the full payment and performance of the Owner's indebtedness under this Agreement and the Documents.

(9) **Late Payments/Penalty.** Late payments are subject to a monthly service charge of one (1 1/2%) percent of the purchase price of the Collateral or the maximum amount permitted under applicable law. Notwithstanding the foregoing, any payment made in excess of the maximum amount permitted under applicable law shall be reimbursed or credited towards any outstanding balances. A fifteen (15%) percent restocking charge shall be assessed on all returns. As used in this Section, the term "applicable law" shall mean the laws of the State where the Collateral is located or the federal laws of the United States applicable to this transaction, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

(10) **Limitation of Liability/Waivers and Disclaimers.** J&B shall not be liable for any damages whatsoever or claims of any kind, whether based on contract, warranty, tort including negligence or otherwise, or for any loss or damage arising out of, connected with, or resulting from, this Agreement, or from the performance or breach thereof, or with respect to any and all goods covered by or furnished under this Agreement. In no event shall J&B be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the Collateral or any associated equipment, cost of capital, cost of purchased power, cost of substitute products or equipment, facilities or services, downtime costs, or claims or damages of Owner or employees, agents or contractors of Owner for such damages, regardless of whether such claims or damages are based on contract, warranty, or tort including negligence or otherwise. J&B shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, fire, weather, accident, act of public enemy, war, rebellion, insurrection, strike, lockout, work slowdown, or similar industrial or labor action, sabotage, transportation delay, shortage of raw material, energy or machinery, act of God, acts or omissions of Owner, or the order or judgment of any federal, state, local or foreign court, administrative agency or governmental officer or body. Claims for shortages must be reported within twenty-four (24) hours. Except as expressly provided in this Agreement, J&B makes no warranties, express or implied, and specifically disclaims any warranty of merchantability, fitness for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance nor does J&B warrant that the Collateral will meet Owner's requirements. J&B does not authorize anyone to make a warranty of any kind on its behalf and customer should not rely on anyone making such statements.

(11) **Modification or Termination.** This Agreement may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the party against which enforcement thereof is asserted. This Agreement shall continue in full force and effect until the indebtedness is paid in full; and all representations and warranties and all provisions herein for indemnity of J&B (and any other provisions herein specified to survive) shall survive payment in full of the indebtedness and any release or termination of this Agreement.

(12) **Forum.** Owner hereby irrevocably submits generally and unconditionally for itself to the jurisdiction of the [Eleventh Judicial Circuit Court] of the State of Florida and the United States District Court for the Southern District of Florida, over any suit, action or proceeding arising out of or relating to this Agreement or the Collateral. Owner hereby agrees and consents that, in addition to any methods of service or process provided for under applicable law, all service of process in any such suit, action or proceeding in any state court, or any United States federal court, sitting in the state specified in this Section may be made by certified or registered mail, return receipt requested, directed to Owner at its address for notice stated in this Agreement, or at a subsequent address of which J&B received actual notice from Owner in accordance with the Agreement, and service so made shall be complete five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of J&B to serve process in any manner permitted by law or limit the right of J&B to bring proceedings against Owner in any other court or jurisdiction.

(13) **Miscellaneous.** This Agreement may be executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Agreement, and its validity, enforcement and interpretation, shall be governed by the laws of the State of Florida (without regard to any conflict of laws principles) and applicable United States federal law. This Agreement shall be binding upon Owner, and Owner's heirs, devisees, representatives, successors and assigns, and shall inure to the benefit of J&B and its successors and assigns

(14) **Notices.** Unless specifically provided otherwise, any notice for purposes of this Agreement or any other Document shall be given in writing or by telex or by facsimile (fax) transmission and shall be addressed or delivered to the respective addresses set forth in the introduction of this Agreement. If sent by prepaid, registered or certified mail (return receipt requested), the notice shall be deemed effective when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified; if transmitted by telex, the notice shall be effective when transmitted (answerback confirmed); and if transmitted by facsimile or personal delivery, the notice shall be effective when received. No notice of change of address shall be effective except upon actual receipt, and service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met.

(15) Waiver of Jury Trial. OWNER, BY ITS EXECUTION, AND J&B, BY ITS ACCEPTANCE OF THIS AGREEMENT, HEREBY AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AS USED IN THIS SECTION AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY RELATED DOCUMENTS, INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (B) NEITHER OF THEM MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER OF THEM WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NEITHER OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

**OWNER 1**

**OWNER 2**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**PERSONAL GUARANTY**

KNOW ALL MEN BY THESE PRESENTS: That in consideration of J&B, at the request of the undersigned, herein called Guarantor, transacting business and/or giving or extending credit to Owner, the undersigned does give this continuing "Guaranty" as Individuals in an Individual and personal capacity and do hereby jointly and severally guarantee prompt payment in full to J&B of any and all liability or indebtedness, whether now or hereafter due, or whether now or hereafter arising, to the same extent as if Guarantor was the principal debtor in respect to said indebtedness and obligation of Owner to J&B when due, and in accordance with the terms of the obligation. Notice of acceptance of this Guaranty, presentation, protest and demand, and notice of demand or any other requirement or notice necessary to bind the Guarantor hereunder are hereby specifically waived by each of us. Guarantor represents that it will receive a material benefit as a result of J&B's agreement to provide credit and Collateral to Owner. This is a continuing Guaranty and shall remain in force until revoked by us in writing, to become effective on the date J&B receives notice by Registered Mail, but such revocation shall affect only such indebtedness arising after receipt of such notice. J&B may extend any obligation of Owner one or more times without notice to Guarantor. The liability of Guarantor hereunder is independent of any other security held by J&B. This Guaranty shall be binding upon the heirs, personal representatives, successors and assigns of each of us, and release by J&B of any of us or of the corporation shall in no way affect the liability of any of the remaining guarantors. The obligation of the undersigned shall be primary, and J&B shall not first be required to seek payment from the corporation. If legal action is instituted to affect collection under any claim incurred hereunder, the undersigned agree to pay on demand reasonable administrative, attorneys' and paralegals' fees, costs, trial, appellate and bankruptcy fees, interest on past due sums, and other expense incurred by J&B in collecting any indebtedness of Owner guaranteed herein or in enforcing this Guaranty against Guarantor. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.

OWNER, BY ITS EXECUTION, AND J&B, BY ITS ACCEPTANCE OF THIS AGREEMENT, HEREBY AGREE AS FOLLOWS: (A) EACH OF THEM KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR OTHER LITIGATION (AS USED IN THIS SECTION AN "ACTION") BASED UPON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY RELATED DOCUMENTS, INSTRUMENTS, OR AGREEMENTS (WHETHER ORAL OR WRITTEN AND WHETHER EXPRESS OR IMPLIED AS A RESULT OF A COURSE OF DEALING, A COURSE OF CONDUCT, A STATEMENT, OR OTHER ACTION OF EITHER PARTY); (B) NEITHER OF THEM MAY SEEK A TRIAL BY JURY IN ANY SUCH ACTION; (C) NEITHER OF THEM WILL SEEK TO CONSOLIDATE ANY SUCH ACTION (IN WHICH A JURY TRIAL HAS BEEN WAIVED) WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED; AND (D) NEITHER OF THEM HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OF THEM THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

Executed by the undersigned as Individual(s), and not as a corporate official(s), this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, at City of \_\_\_\_\_ in the State of \_\_\_\_\_.

X \_\_\_\_\_  
 Witness

X \_\_\_\_\_  
 Signature guarantor 1

\_\_\_\_\_  
 Print or type name

X \_\_\_\_\_  
 Witness

X \_\_\_\_\_  
 Signature guarantor 2

\_\_\_\_\_  
 Print or type name

**Return the originals to J&B**



Miami, FL • Schenectady, NY • Birmingham, AL • Ft. Wayne, IN • West Chester, PA • Eagan, MN • Irving, TX • Englewood, CO • Kent, WA • Redlands, CA

## Bicycle Policy

J&B Importers, Inc. has established the following policy in the overall best interests of our distribution network. We apologize for any inconvenience this policy may cause. We believe this policy is necessary to the optimal operation and growth of our business.

Sun Bicycles™, Origin-8 bicycles and Easyracers products, which include but are not limited to Recumbents, Bicycles and Adult Tricycles, are to be sold to the consumer in a fully assembled and fully adjusted state. In accordance with this policy, you should not include these products on websites, mail order catalogs, or any advertisements in which the intent is that they not be sold fully assembled and adjusted. If it comes to our attention that you are not fully assembling and adjusting these products before delivery to the consumer, it is our policy to cease making these products available to you for a period of two years. After this period you will again be eligible to purchase Sun Bicycles, Origin-8 bicycles, and Easyracers products. You must still follow the policy to remain eligible. This policy is not negotiable. The policy applies to all dealers and it will be the sole responsibility of J&B Importers to monitor and enforce this policy.

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The above policy is current as of May 1<sup>st</sup>, 2011. J&B Importers, Inc. reserves the right to update this policy. To view the current policy, please see the Terms, Conditions, and Policies page in the current printed J&B catalog.

Bicycle policy accepted by:

Store Name: \_\_\_\_\_

Owner/Manager Name: \_\_\_\_\_

Owner/Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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## Blanket Credit Card Charge Authorization Form

Account #: \_\_\_\_\_ Company Name: \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize J&B Importers, Inc. to charge my

MasterCard / VISA credit card # \_\_\_\_\_, expiration date \_\_\_\_\_ for any and all charges to my J&B account.

Customer agrees that he/she will not instruct the credit card company to refute the charge for any reason, including, but not limited to, non-receipt of merchandise. In other words, the charge to the Customer's credit card account shall constitute a final non-revocable charge. Any dispute or discussion over the item or items purchased by the Customer shall be handled in good faith between J&B and Customer and shall not involve Customer's credit card company.

Any problems experienced in charging your credit card may result in delays in shipping your order. We must be able to charge your credit card prior to shipping.

**Please include a copy of the front of the credit card, along with a copy of your driver's license or passport, and fax back to 305-235-8056.**

Print Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Address on credit card statement: \_\_\_\_\_  
Zip code on credit card statement \_\_\_\_\_

**(NOTE: Address and zip code must match the billing address on your credit card statement)**

Signature: \_\_\_\_\_

If you already have a blanket form on file, please tell us which of the following choices apply:

- Replace this card with the old one on file and delete the old card.
- Add this card to the list of cards I now have on file and
  - Make this card the primary card or,
  - Make this card the 2<sup>nd</sup>, 3<sup>rd</sup>, or 4<sup>th</sup> choice

Thank you for your business,

J&B Importers, Inc.

rev 11-17-10



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## Automatic Bill Payment (ACH) Enrollment Form (Blanket Authorization)

Only complete if you are enrolling for the ACH bill payment process.

J&B Account #: \_\_\_\_\_ (New Accounts leave blank)

Corporate Name: \_\_\_\_\_

D.B.A Name: \_\_\_\_\_

Checking Account Name: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

**(Please include a copy of a voided check)**

I hereby authorize J&B Importers, Inc. to initiate debit entries to my checking account at the depository financial institution named above and to debit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. This authority is granted for any and all charges to my J&B Importers, Inc. account.

Please print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Contact Iileana Molina at (800) 666-5000 for details.  
Fax: (786) 345-0407**

rev 05-01-2011