

AGREEMENT ON TERMS AND CONDITIONS OF SALES

The undersigned manufacturer, SARIS CYCLING GROUP INCORPORATED, hereafter called "Saris Cycling Group", is in the business of the manufacturing and sales of sports racks, indoor fitness equipment and parking systems (hereafter called "goods").

The undersigned Customer wishes to purchase from time to time certain goods from Saris Cycling Group and desires to establish the terms and conditions of such purchases; and

Saris Cycling Group is willing to sell to the Customer certain goods and desires to establish the terms and conditions which shall be applicable to such sales; and

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SALES: Saris Cycling Group shall sell to the Customer and the Customer shall purchase goods manufactured by Saris Cycling Group.

2. ORDERS: For the convenience of the Customer, purchase orders will be communicated by the Customer and may be accepted by Saris Cycling Group by telephone, fax, e-mail, as well as in writing. All orders exceeding \$500 must be communicated by fax or writing. The Customer agrees that purchase orders received by Saris Cycling Group from a person identifying himself (herself), as one of the following persons shall conclusively be deemed to be authorized and shall be binding upon the Customer.

Name: Title:

Name: Title:

Name: Title:

3. PAYMENT TERMS: All invoices are payable starting with the invoice date, unless stated otherwise on the invoice. Time for payment shall be of the essence. All invoices shall be deemed paid when checks are received subject to collection of the funds and Saris Cycling Group reserves a security interest in the goods shipped until such time as the funds are actually collected. If, in Saris Cycling Group's opinion, the financial condition of the Customer at any time does not justify continuance of shipment on the terms of payments specified, herein, Saris Cycling Group may require full or partial payment in advance. If the Customer fails to pay any amount when due, Saris Cycling Group may, as its option, without prejudice to other lawful remedies, suspend further shipments and deliveries under this Agreement and no forbearance, course of dealings or prior payment shall affect this right of Saris Cycling Group.

4. SERVICE CHARGE: Interest shall accrue on all amounts 30 days past due including the invoice date. The charge will be one and one quarter (1 ¼%) percent per month or at an annual rate of fifteen (15%) percent.

5. SHIPMENT: Freight allowances, terms and charges will be in accordance to current programs. Saris Cycling Group reserves the right to change allowances, terms and charges.

6. QUOTATIONS AND PRICES: Prices are subject to change without notice and orders calling for future delivery will be billed according to the price in effect on the date of shipment.

7. SHORTAGE OR DAMAGES IN SHIPMENT: All claims on shortages or damages in transit are the responsibility of the Customer and should be filed directly against the carrier. Shortages or damages must be signed for at the time of delivery. Saris Cycling Group's responsibility ceases on all shipments when a signed bill of lading has been obtained from the carrier.

5253 Verona Road, Madison, Wisconsin 53711 USA
Ph: (608) 274-6550 or (800) 783-7257 Fx: (608) 274-1702
sariscyclinggroup.com

8. CANCELLATIONS: An order, once placed by the Customer and accepted by Saris Cycling Group shall not be canceled unless Saris Cycling Group consents thereto in writing.

9. RETURNS: No goods shall be returned for credit if they conform to the purchase order and the Customer has no right to reject, or revoke its acceptance of the same, unless Saris Cycling Group consents thereto in writing. The Customer shall pay all return shipping expenses F.O.B. Saris Cycling Group and a charge equal to fifteen (15%) percent of the price of the order or part thereof canceled or of the good thereof returned. Returned merchandise shall be new, unused and in the original cartons. Saris Cycling Group reserves the right to refuse acceptance of any or all returned goods.

10. TERMINATION: Saris Cycling Group may terminate this agreement by written notice effective immediately, unless a longer period is required by law in which event the notice shall be for the minimum period allowed. At the time of termination, all displays materials and signs bearing the Saris Cycling Group logo (s) must be removed from the premises. Saris Cycling Group reserves the right to repurchase inventory at the lower of prevailing fair wholesale market value or original purchase price exclusive of any transportation charges.

11. ASSIGNABILITY: This agreement is not assignable or transferable by the Customer.

12. APPLICABILITY OF AGREEMENT: The terms and conditions of this Agreement shall apply to the sales of all goods hereafter made by Saris Cycling Group to the Customer and shall prevail over any term or condition contained on any invoice to the contrary. Any term or condition contained on the invoice but not contained herein shall be inapplicable unless assented thereto in writing by the Customer. No modifications, waiver or discharge of the Agreement or of any of its terms or conditions shall bind Saris Cycling Group unless in writing and signed by Saris Cycling Group's authorized representative.

13. WISCONSIN AGREEMENT: All disputes arising out of this Agreement shall be resolved by any state or federal court located in the State of Wisconsin and the Customer agrees to the venue and jurisdiction of any state or federal court located in the State of Wisconsin.

I certify that I have read the above Agreement and will comply with the provisions thereof:

Customer Name:

Signature*:

Title:

Date:

*By typing my name above, I am electronically signing this application.