

# DEALER CREDIT APPLICATION

701 SOUTH COAST HWY. ENCINITAS, CA 92024  
NIXONNOW.COM

PH 760.944.0900  
FX 760.944.9376



## COMPANY INFORMATION:

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Federal Tax I.D. #: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_  
Estimated Annual Sales: \_\_\_\_\_ Years in Business \_\_\_\_\_ Number of Locations \_\_\_\_\_  
Check One:  Corporation  Partnership  Proprietorship

## PRINCIPALS:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

## BANK INFORMATION:

Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Checking Acct #: \_\_\_\_\_ Loan Acct #: \_\_\_\_\_

## SOLE PROPRIETOR: (Individual only)

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## TRADE REFERENCES: (Please provide 4 – 6 references)

### NUMBER ONE

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Acct #: \_\_\_\_\_

### NUMBER TWO

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Acct #: \_\_\_\_\_

### NUMBER THREE

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Acct #: \_\_\_\_\_

### NUMBER FOUR

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Acct #: \_\_\_\_\_

### NUMBER FIVE

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Acct #: \_\_\_\_\_

### NUMBER SIX

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Acct #: \_\_\_\_\_

Have you ever been a Nixon Dealer in the past?

Do you have any other active Nixon Accounts? Yes No. If yes, please name:

Authorized Signature: \_\_\_\_\_  
(Signature authorizes release of bank information)

Print Name/Title: \_\_\_\_\_

The above named company (\*company\*) hereby grants permission to Nixon, Inc. to verify the above information and further agrees to all purchase terms and conditions set forth on the Nixon Terms and Conditions and the Retail Sales Agreement. By the above signature, I confirm that I am duly authorized to bind the company to all the Terms and Conditions and that all of the information in this application is complete and correct, and that the company has the necessary financial ability and willingness to pay for all goods hereafter purchase from Nixon, Inc, promptly and in accordance with the Terms and Conditions.

# SHIP TO ADDRESS FORM

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## BILL TO ADDRESS

Name:  
Address 1:  
Address 2:  
City:  
State:  
Zip Code:  
Phone:  
Email:  
AP Name:  
AP Phone:  
AP Email:

Buyer Name:  
Buyer Phone:  
Buyer Email:

Store Manager Name:  
Store Manager Phone:  
Store Manager Email:

Owner Name:  
Owner Phone:  
Owner Email:

## SHIP TO ADDRESS

### NUMBER ONE

Warehouse  
Store Front  
Both

Name:  
Address 1:  
Address 2:  
City:  
State:  
Zip Code:  
Phone:

### NUMBER TWO

Warehouse  
Store Front  
Both

Name:  
Address 1:  
Address 2:  
City:  
State:  
Zip Code:  
Phone:

### NUMBER THREE

Warehouse  
Store Front  
Both

Name:  
Address 1:  
Address 2:  
City:  
State:  
Zip Code:  
Phone:

### NUMBER FOUR

Warehouse  
Store Front  
Both

Name:  
Address 1:  
Address 2:  
City:  
State:  
Zip Code:  
Phone:

## ADDITIONAL INFORMATION AND NOTES:

Authorized Signature:

Date:

# CALIFORNIA RESALE CERTIFICATE

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I HEREBY CERTIFY:

1. I hold valid seller's permit number: (Please enter 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 Nixon, Inc. of the item(s) listed in paragraph 5 below.
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 Business:

Signature of Purchaser, Purchaser's Employee or Authorized Representative:

Printed Name of Person Signing:

Title:

Address of Purchaser:

Telephone Number:

Date:

# RETAIL SALES AGREEMENT

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This agreement is entered into by and between "Dealer" (listed below) and Nixon Inc. a California corporation, "Nixon." This agreement is for the express purpose of selling Nixon products only at retail location (s) listed herein. Separate Retail Sales Agreements must be negotiated and approved relative to any location not specifically mentioned in this agreement, but not limited to, Mail Order, E-Commerce, and the like.

Dealer agrees not to sell Nixon products to any other entity for the purpose of resale. Nixon products will not be diverted by the retailer to any unauthorized resale channels, specifically, unauthorized retail stores, swap meets, flea markets or any individual or entity, which has intention of reselling goods. Dealer agrees Nixon products are for in-store sales only.

Dealer Name: \_\_\_\_\_ Address: \_\_\_\_\_

Dealer agrees to sell Nixon products only at the following locations:

- 1.
- 2.
- 3.

All locations with complete addresses must be listed on page 2.

Nixon products are sold only through Authorized Nixon locations to insure the image and quality of the brand. As being an authorized Nixon Dealer, Dealer agrees to the following standards:

1. A minimum opening order of 24 timepieces will be placed for each location. An acceptable presentation of product must be maintained at all times.
2. Nixon products will be displayed in a manner consistent with supplied merchandising tools and point of purchase, any other manner of display must be approved by the Regional Sales Rep.
3. Nixon products will be advertised consistent with the materials supplied from Nixon. Advertising materials can be obtained through the Nixon Marketing Department. All Nixon ads must be approved prior to print by the Director of Marketing.
4. Nixon products will be sold only through the locations listed above.

Dealer agrees it will not sell or display any imitation Nixon watches.

Dealer agrees it will reimburse Nixon for the purchase of Nixon products by Nixon from any other entity to which or through which Dealer has diverted Nixon products.

Dealer agrees that Nixon displays are the property of Nixon. At anytime Nixon reserves the right to update the presentation. Dealer agrees not to display any other products in Nixon displays.

Dealer agrees Nixon shall have a 90 day period from the date of receiving signed Retail Sales Agreement wherein Nixon shall be given the right to inspect the Retailer's premises and review the Dealer's selling practices. If Nixon determines Retailer does not meet the standards set forth in Retail Sale Agreement, then Nixon shall have the right to terminate this agreement even if Nixon has previously sold good to Dealer.

Dealer agrees that it's failure to abide by Retail Sales Agreement and Terms and Conditions will result in termination of delivery of goods by Nixon and will accept liability for damages. Dealer agrees that this agreement was entered into and is to be performed in San Diego, California and the prevailing party in any litigation concerning this agreement or the breach there of shall be entitled to reasonable fees and costs.

The Dealer and /or retail location(s) covered by this agreement must first receive approval from authorized management of Nixon after submitting. This document supersedes all pre-existing agreements.

Signature and Title of Dealer: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Nixon Sales Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Authorized Nixon Management: \_\_\_\_\_ Date: \_\_\_\_\_

# TERMS AND CONDITIONS

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**ORDERING:** Orders may be placed through your local sales representative or by calling Nixon Customer Care. All orders are subject to acceptance by Nixon, Inc., and will be handled in accordance with the following terms and conditions and in recognition of the Retail Sales Agreement. New accounts may only be opened by the authorized Nixon sales representative within their authorized area, with final approval from the management of Nixon. Pre-booked orders will be prioritized by order date. Orders submitted after the specified deadline will be classified as reorder and will be subject to availability. 2 (two) or more order cancellations per season will result in loss of dealership.

**ORDER CHANGES:** Any requests to change or cancel orders must be made 30 days prior to the scheduled delivery date. Any requested changes fewer than 30 days prior to the requested ship date will result in a possible de-allocation of product and any future deliveries cannot be guaranteed.

**BACKORDERS:** If products are not currently available, they will be placed on backorder and shipped as ready or when available unless you notify Nixon, Inc. directly in writing or state a cancel date upon your order. Cancel dates of less than 30 days will not be accepted. **SHIPPING:** All Nixon products are sold and shipped FOB Encinitas, Ca (USA) for US Dealers, or Kamloops, B.C. (Canada) for Canadian Dealers. The dealer assumes all costs and risks pertaining to the transportation of products sold by Nixon from Nixon's warehouse to the dealers specified "ship to" address.

**SHIPPING ERRORS/DAMAGED GOODS:** Purchaser has 3 business days from receiving goods to notify Nixon, Inc. of any shipping errors or damaged goods. In the event of an under-charge or over-charge, the error will be reconciled with the next order. Refunds will not be issued.

**WARRANTY/RETURNS:** Returns of defective merchandise must have an authorization number, which can be issued by Nixon Customer Care. A return of non-defective merchandise may only be authorized when Nixon Inc has made a shipping error. Any return without an authorization number on the outside of the box will be refused. The customer pays shipping cost incurred for the return of merchandise to Nixon; Nixon will match the freight service back to the customer, for all items covered under our published Warranty Policy. Credit for shipping will not be applied to the customer's account. Any credits will be issued at the lowest listed price in the past 12 months.

**PAYMENT:** All new accounts, when approved, will be opened on a C.O.D. or Prepaid basis. To qualify for terms of sale and an established credit limit, a Dealer must submit a credit application to Nixon Inc. Approval or denial of said terms and credit limits, if any, will be determined within thirty (30) days of complete application submission, and the Dealer will be notified in writing of such. Net 30 Terms are defined as payment due thirty (30) days from date of invoice. Any order not paid within the agreed terms and qualified as past due will be put on a "no-ship" status and no shipments will be made until the account is paid in full. All open orders for qualified "no-ship" accounts will be canceled. Any dealer that is delinquent for more than ninety (90) days will have terms terminated, active status suspended, and must re-apply for terms.

**PAST DUE:** Past due is defined as any invoice not paid on or before specified due date. All past due amounts will be subject to a service charge of 2% per month, compounded monthly. Interest will be charged after 30 days past date of invoice.

**DELINQUENT ACCOUNTS:** Any account that is past due or has two or more returned orders is qualified as a Delinquent Account. In the event of a past due balance, Nixon, Inc., may place your account in the hands of a collection agency or attorney for collection. In that event, delinquent account will be obligated to pay the full amount of your account plus interest thereon at the highest rate permitted by law, together with all reasonable attorneys' fees, collection fees and related expenses incurred by Nixon, Inc.

**RETURNED ORDER:** Purchaser assumes all delivery charges and accepts a 15% restocking charge or a flat rate of \$50.00 USD; whichever is greater, per returned order. If two or more orders are refused or canceled, the account will be subject for termination.

**RETURNED CHECKS:** After two NSF checks, an account will be placed on C.O.D. status. In addition the account will be subject to termination. Each returned check is subject to a \$30.00 USD surcharge, plus accumulated interest. This agreement is considered a part of each order given by the applicant. Dealer also agrees to all Terms and Conditions as specified here and within the Retail Sales Agreement. Nixon, Inc. reserves the right to amend its terms and conditions in any respect at any time. This agreement in conjunction with the Retail Sales Agreement supersedes all pre-existing agreements. Acceptance of order shows agreement to all conditions of sales.

Print Name / Title

Date

Retailer Signature