

TRIUMPH[®]

Triumph Motorcycle Dealer Sales Agreement

For Triumph Motorcycles, Parts & Accessories.

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Triumph Motorcycles America Inc. hereinafter referred to as "Distributor"

AND

Name

Address

Corporation of Partnership
(State)

Sole Proprietor Other

hereinafter referred to as "Dealer", hereby agree as follows:

ARTICLE I

Basic Responsibilities – Distributor and Dealer

1. *Sale and Resale of Triumph Motorcycles and Triumph Motorcycle Parts:*

Distributor shall sell to Dealer, for the purpose of resale to the general public, motorcycles manufactured under the name "Triumph," and shall also sell to the Dealer for resale parts, accessories and optional equipment for Triumph Motorcycles. Such motorcycles are herein referred to as "Triumph Motorcycles," and such parts, accessories and optional equipment are herein referred to as "Triumph Motorcycle Parts." Triumph Motorcycles and Triumph Motorcycle Parts are herein collectively referred to as "Triumph Products."

2. *Responsibility for Sales and Promotion:*

Dealer assumes the responsibility for the promotion and retail sale of Triumph Motorcycles, Triumph Motorcycle Parts, and rendering customer service and warranty service for Triumph Motorcycles within Dealer's trade area, but shall operate as an independent business.

3. *Non-Exclusive Dealership:*

Dealer does not have the right to be the exclusive seller of Triumph Products in Dealer's trade area. Distributor reserves the right to appoint such other authorized Triumph Products dealers as Distributor, at its sole option, may determine.

4. *Availability of Supply:*

Distributor does not guarantee the supply of Triumph Products from their manufacturers, and this Agreement is conditioned upon their availability to Distributor. Dealer is not granted any rights, express or implied, to purchase Triumph Products from Distributor unless they are made available for sale by confirmation of written purchase orders. Also, Distributor shall not be responsible for any capital investment made by Dealer in his business which is made solely or partially in reliance upon future sale or availability of Triumph Products, and Dealer acknowledges that Distributor shall not be liable or responsible to dealer in the event Distributor is unable to comply with the terms of this Agreement caused by unavailability of Triumph Products.

5. *Conduct of Dealer:*

A. Dealer agrees to protect the good will, name, and reputation of Triumph products and guarantees that it will not operate its dealership in such manner as to reflect adversely on the good will, name, and reputation of Distributor and Distributor's products. Dealer will comply with all laws, statutes, or regulations governing the operation of a retail motorcycle business and will not engage in deceptive, misleading, or unethical practices or activities.

B. Distributor does not appoint Dealer as its agent, and Dealer has no power, authority, or right to act as agent of Distributor or to assume or create any obligation or responsibility, either express or implied, for and on behalf of Distributor or to bind Distributor in any manner whatsoever.

C. Dealer will defend Distributor at Dealer's own cost and expense from all actions, claims or demands which may be brought against Distributor by purchasers of Triumph Products or any other persons arising out of any representations, warranties, acts or omissions of Dealer, and Distributor shall not be held liable or responsible to any third party for any expenditures made or obligations incurred by Dealer in connection with Dealer's performance of its obligations under this Agreement or in connection with the operation of Dealer's business.

D. Dealer agrees to provide any repair service to any Triumph motorcycle, whether in his possession or in the possession of any other Triumph owner, which is mandated under any National Highway Traffic Safety Administration recall, whether voluntary or involuntary, in accordance with the terms and conditions established for the recall.

E. Modification of Motorcycles. Dealer agrees that he will not represent to any potential purchaser that any changes or additions or modifications to any new Triumph motorcycle are part of the standard Triumph Motorcycle as manufactured, or that the Manufacturer or Distributor approve of or recommend any such changes, additions or modifications.

6. *Insurance:*

Distributor and Dealer, at their own option, shall each provide their own casualty and/or liability insurance coverage or any other kind of insurance coverage whatsoever.

7. *Retail Customer Orders*

Distributor agrees that it will not accept or honor orders placed by or for private retail customers, but retains the right to make sales of Triumph Products for purposes of sales promotion, publicity, or advertising only.

ARTICLE II

Dealer – Facilities and Operation

1. *Business Premises*

Dealer agrees to provide and maintain business premises satisfactory to Distributor with respect to appearance, location, size of building and adequate layout of showroom, office and service space, as well as special tools and equipment for servicing Triumph Motorcycles, proportionate to the number of Triumph Products that may be reasonably expected to be sold and serviced by Dealer.

2. *Relocation of Premises*

Dealer agrees not to move his Triumph dealership to a new or different location without prior written consent of Distributor or to hold himself out as a Triumph Motorcycle Dealer at any location other than that set forth at the beginning of this agreement.

3. *Personnel*

Dealer shall employ at all times, to the satisfaction of Distributor, an adequate number of qualified and competent personnel for the sale and service of Triumph Products. Dealer also agrees to attend or ensure that his employees attend, any formal training sessions which from time to time may be conducted by Distributor in the region of the country in which Dealer is located, with all living and travel expenses paid by Dealer.

4. *Hours of Business*

Dealer shall operate his business at his premises on customary business days and hours for motorcycle retail trade businesses in Dealer's region.

5. *Capital Requirements*

Dealer will maintain in the daily course of business adequate working capital, equity, and lines of credit as are necessary to properly operate Dealer's business as required by the Distributor, and in no event shall Dealer allow his working capital to fall below the level existing at the date of this Agreement.

6. *Availability of Accounts and Records*

Dealer shall furnish to Distributor sales and inventory information relative to Triumph Products, as well as such other financial information with respect to Dealer's business as shall be reasonably requested by Distributor from time to time. Dealer will permit Distributor or its authorized representative, at reasonable business hours, to examine its accounts and records.

7. *Records Supporting Claims*

Dealer will prepare, keep current, and maintain records supporting applications for warranty work reimbursement and applications for discounts, allowances, refunds or credits, in accordance with the policies, procedures and directives formulated by Distributor. Dealer will use forms provided by Distributor when applying for such warranty reimbursements, discounts, allowances, refunds or credits.

ARTICLE III

Sales of Triumph Motorcycles and Triumph Motorcycle Parts

1. *Sales Objectives*

Dealer agrees to purchase from Distributor annually a sufficient number of Triumph Motorcycles to meet the needs of potential customers in Dealer's trade area. Said number of Triumph motorcycles to be determined by a letter of agreement between Distributor and Dealer. Dealer agrees, in any event, to purchase not less than an average of one Triumph Motorcycle per month, subject to their availability.

2. *Display and Demonstration Models*

Dealer agrees to purchase and display on its business premises at all times at least one Triumph Motorcycle of each model offered by Distributor, subject to the ability of Distributor to supply such model to Dealer. Dealer shall also have available at all times for purposes of demonstration such number of Triumph Motorcycles of the most current models and types as Distributor may reasonably require, based on the volume of Dealer's business, and shall keep the same at all times in good operating condition.

3. *Itemized Invoices*

Dealer shall give each purchaser of a Triumph Motorcycle or Triumph Motorcycle Parts an itemized statement covering the details of his purchase.

4. *Suggested Retail Prices*

Dealer acknowledges that any suggested retail price issued by Distributor from time to time is merely a suggested selling price, and Dealer may sell Triumph Products at such retail prices as he may determine.

5. *Pre-Delivery Inspection*

Dealer agrees to uncrate each new Triumph Motorcycle, inspect it for any damages, make necessary repairs, inspect and test each Triumph Motorcycle in accordance with the pre-delivery set-up conditioning procedures required by Distributor and/or the Dealer shall make certain that each Triumph Motorcycle is in satisfactory operating condition prior to delivery of any Triumph Motorcycle to any purchaser.

ARTICLE IV

Dealer – Parts Supplies

1. Dealer agrees to carry in stock at all times during the term of this Agreement a sufficient inventory of Triumph Motorcycle Parts so as to render proper service to owners of Triumph Motorcycles in Dealer's trade area.
2. Dealer agrees not to sell or offer for sale as Triumph Motorcycle Parts, or as parts approved by Distributor, any parts which are not genuine Triumph Motorcycle Parts or parts expressly approved by Distributor. Dealer may not sell or offer for sale or use on Triumph Motorcycles any parts or accessories which do not meet the requirements of the National Traffic and Motor Vehicle Safety Act of 1966, as amended, and the standards promulgated by the National Highway Traffic Safety Administration.

ARTICLE V

Dealer – Purchases and Inventory

1. *Prices and Terms of Sale*

Distributor shall sell Triumph Products to Dealer at such prices and upon such terms as Distributor may establish from time to time. Distributor reserves the right to increase or decrease such prices, and in the event of any such increase or decrease, Dealer shall have the right to cancel only those orders for Triumph Products which are pending and unfilled, provided Distributor is notified of such cancellation in writing within fifteen days of the date of Distributor's notice and provided further that such order or orders have not already been shipped to Dealer.

2. *Order and Acceptance*

Dealer shall submit orders for Triumph Products on forms supplied by Distributor. Such orders received by Distributor shall be binding upon Dealer unless and until they are rejected in writing by Distributor; however, in the event of a partial acceptance by Distributor, Dealer shall no longer be bound with respect to that part of the order not accepted. Distributor will not be responsible for delay in the shipment of any Triumph Products if Dealer requests a correction or change in any order placed with Distributor which causes Distributor to void the purchase invoice. Orders for Triumph Products shall not be considered accepted until received at the company headquarters in California and invoiced to Dealer.

3. *Payments*

Dealer agrees to make payments for any purchase from Distributor under the terms and conditions specified in Distributor's invoice. If Dealer is in default in payment for shipments of or invoices for motorcycles, parts and/or accessories or is in default of any obligation in which Distributor has a contingent liability, then Distributor may withhold further delivery of motorcycles, parts, and accessories until such default is cured.

4. *Extent of Distributor's Responsibility for Damage*

Distributor assumes responsibility to the Dealer for damage to Triumph Products caused prior to delivery to Dealer's agent or carrier at the place of delivery specified in Distributor's terms of delivery, provided that Dealer notifies Distributor in writing as to the nature and extent of such damage within five working days after delivery to the Dealer. Payment for such damage shall be paid or credited to Dealer in accordance with Distributor's established policies or procedures for payment of same. All claims for incomplete delivery of Triumph Products ordered by Dealer must be made in writing within five working days after Dealer receives the shipment.

5. *Change of Specifications*

Specifications or design of any model of Triumph Motorcycles may be changed or modified without notice by Distributor. Dealer shall not be entitled to have a similar change or modification made to any Triumph Motorcycle already shipped to Dealer or in Dealer's possession, except as may be required by applicable law. Nothing in this Agreement shall give Dealer the right to continue to be supplied with any particular Triumph model, which may at any time be withdrawn or temporarily suspended from importation and sale in the United States.

6. *Liability for Delay; Refusal to Accept Delivery*

A. Distributor shall not be liable to Dealer or to Dealer's customer to any extent whatsoever for failure to deliver or for delay in making delivery pursuant to orders of Dealer accepted by Distributor if such failure or delay is due, in whole or in part, to the fact that delivery or timely delivery was rendered impossible or more burdensome than in the normal course of business by the occurrence, whether foreseen or unforeseeable, of acts of God, foreign or civil wars, riots, interruptions of navigation or transportation, shipwrecks, strikes, lockouts, labor troubles, embargoes, blockades, fires, explosions, defaults on the part of Dealer, or any other causes beyond the control of Distributor.

B. If Dealer should fail or refuse to accept delivery of any Triumph Product ordered by Dealer, without any fault on the part of Distributor, Dealer shall pay to the Distributor the amount of all expense incurred by Distributor in shipping such Triumph Products to Dealer and expenses of returning them to the original place of shipment or in directing them to another destination as determined by Distributor, but in no event shall the cost to the Dealer for returning such non-accepted items be in any amount in excess of the expenses of returning such items to their original place of shipment. In the event Triumph Motorcycles Parts are returned to the warehouse of Distributor, Dealer shall pay, in addition to said expense, a restocking charge of twenty percent of the net invoice amount of such Triumph Motorcycle Parts.

ARTICLE VI

Retail Customer and Warranty Service

1. *Distributor Warranty*

Dealer shall deliver to each purchaser of a Triumph, the Distributor's written warranty in effect as of the time of sale and will complete and mail to Distributor, within three days of such sale, Distributor's standard registration form, in order to assist Distributor in complying with the record keeping requirements of the National Traffic and Motor Vehicle Safety Act of 1966, as amended.

2. *Warranty Claims Procedures*

Dealer shall adhere to the procedures established by Distributor from time to time for the processing and handling of warranty claims and comply with all requests of Distributor for the performance of warranty services. Dealer shall not refuse to repair any Triumph Motorcycle which is entitled to repair

under the terms of the Triumph Warranty or on which repair is required under any recall campaign initiated by Distributor pursuant to the National Traffic and Motor Vehicle Safety Act, as amended. All Triumph Motorcycle Parts which are alleged by Dealer to be defective within the terms of the Triumph Warranty shall be tagged and retained by dealer for sixty days, and shall be returned to Distributor upon its request.

3. *Warranty Labor Reimbursement*

Dealer agrees to perform all warranty work at his hourly retail labor rate as applied to the Labor Time Schedule established by Distributor. Upon request, but not more than twice each calendar year, Dealer shall provide Distributor with a notarized statement of his current hourly retail labor rate. Distributor reserves the right to change the Labor Time Schedule from time to time.

4. *Service Problems*

Dealer agrees to receive, investigate, and handle all service problems referred by owners of Triumph Motorcycles promptly, courteously, and efficiently in order to secure and maintain the goodwill of the public toward Dealer, Distributor, and Triumph Motorcycles. Dealer shall report to Distributor's Service Department, within 15 days of the date the complaint is first received by Dealer, any warranty service problem received by Dealer which cannot be remedied by Dealer.

ARTICLE VII

Signs, Trademarks and Trade Names

1. *Triumph Name and Trademark*

Dealer acknowledges that Distributor and/or its parent, subsidiary, or associate companies are the owners of and are entitled to the exclusive use of the various trademarks, trade names, emblems, insignia, and service marks, including the word "Triumph," which Distributor, its parent, subsidiary or associate companies, have adopted or may in the future adopt to distinguish Triumph Products or the servicing thereof (hereinafter collectively called the "Licensed Trademarks"). Dealer is granted the non-exclusive right to use the Licensed Trademarks in connection with the sale, offering for sale, and servicing of Triumph Products. Dealer agrees that it shall not use any Licensed Trademark belonging to Distributor, its parent, subsidiary, or associate companies as a part of its corporate name. The Licensed Trademarks may be used as a part of the business name of Dealer only during the period Dealer is an authorized Triumph Dealer. Dealer agrees not to use any other marks, names, words, or designs so resembling any of the Licensed Trademarks as to be likely to cause confusion or mistake or to deceive the public.

2. *Signs*

Dealer will purchase a Triumph outdoor sign as supplied by Distributor, or will provide a Triumph outdoor sign of at least equal design and illumination, unless prohibited by State or local law.

3. *Discontinuance of Trademark on Termination*

Dealer's right to use the Licensed Trademarks is automatically revoked upon termination of this Agreement. To this end, if any of the Licensed Trademarks is used as part of Dealer's business name or is used in signs, advertising, or in any other manner by Dealer, Dealer will, upon termination of this Agreement, immediately discontinue all such use, at its own expense. Thereafter, Dealer will not use, either directly or indirectly, any of the Licensed Trademarks or any other marks, names, words or designs resembling any of the Licensed Trademarks as to be likely to cause confusion or mistake or to deceive the public. If the Dealer violates the provisions of Article VII of this Agreement, Dealer shall reimburse Distributor for all costs, attorneys' fees, and any other expense incurred by Distributor in connection with any legal action required to compel Dealer to comply therewith.

ARTICLE VIII

Advertising and Promotional Program

1. Dealer shall cooperate fully with all promotional programs of Distributor, shall actively advertise and promote Triumph Products, and all shall display appropriate signs in the form suggested by Distributor. Dealer will not advertise, promote, or trade in Distributor's products in such manner as to injure or be detrimental to the goodwill and reputation of Distributor or Triumph Products and will not publish, advertise, or use any form of media advertising which is objectionable to Distributor, and when notified of such objections, Dealer will immediately discontinue such practice or advertising.

ARTICLE IX

Terms

The term of this Agreement commences on the date accepted and executed by Distributor and will continue in effect until terminated pursuant to the provisions of Article X hereof.

ARTICLE X

Termination

1. *Methods of Termination (Mutual, Dealer, Distributor)*

This Agreement may be terminated at any time by mutual agreement of Distributor and Dealer. Dealer may terminate this Agreement at any time by serving upon Distributor a written notice of such termination by certified or registered mail. Such termination shall be effective 30 days after actual receipt by Distributor of such notice. Except as otherwise provided by law, Distributor may terminate this Agreement at any time by serving on Dealer a written notice of such termination by certified or registered mail addressed to Dealer at Dealer's place of business. Such termination shall be effective 60 days after service of such notice on Dealer. Distributor's option to terminate this Agreement as set forth herein shall not be construed to limit or restrict Distributor's right to cancel or terminate this Agreement as otherwise herein provided.

2. *Grounds for Termination by Distributor*

Except as otherwise provided by law, Distributor may terminate this Agreement by serving on Dealer a written notice of termination by certified or registered mail or telegram in the event of any of the following occurrences:

A. Failure of Dealer to order in each calendar year the number of Triumph Motorcycles as set forth in Article III, Section 1 of this Agreement, or the failure of Dealer to comply with any other terms of this Agreement after having been given 10 days written notice of such failure.

B. Failure of Dealer to maintain operations as a going business, open during customary business hours for the weekdays as is customary in Dealer's trade area, provided such failure is not due to causes beyond Dealer's control.

C. Failure by Dealer or Distributor to secure or maintain any license necessary for the conduct of its business pursuant to this Agreement.

D. Any transfer or attempted transfer by Dealer of the whole or any part of this Agreement or any interest therein or any right or obligation hereunder without the prior written consent of Distributor. Such consent shall not be unreasonably withheld. It is understood that this Agreement shall not be assigned by Dealer without the prior written consent of Distributor.

E. Failure of Dealer to make payment of monies due and owing to Distributor for Triumph Products upon demand from Distributor, or default of Dealer in making payments to his bank or financing agency, resulting in Distributor being called upon to repurchase inventory or pay any monies due as a result of Dealer's default to such bank or financing agency.

F. Insolvency or bankruptcy of Dealer or the appointment of a receiver or other officer having similar powers for Dealer or Dealer's business, or any levy under attachment, garnishment, or execution or similar process.

G. Impairment of reputation or the financial standing of Dealer or of any partner, stockholder or officer of Dealer subsequent to the execution of this Agreement, or the ascertainment by Distributor of any facts existing at or prior to the time of execution of this Agreement which tend to impair such reputation or financial standing, or failure to maintain adequate working capital or loss of lines of credit.

H. Any change, whether voluntary or by operation of law, in the legal or beneficial ownership of or in the executive power or responsibility in Dealer without the prior written consent of Distributor.

I. Death or incapacity (for reasons of health, whether mental or physical,) of Dealer, if an individual, or a partner of Dealer, if a partnership, or dissolution or liquidation of Dealer, if a partnership or corporation.

J. Submission by Dealer of any false or fraudulent application, report or statement, or false or fraudulent claim for any reimbursement, refund or credit, including, but not limited to, false and fraudulent warranty claims.

K. Dealer's agreement, combination, understanding or contract, oral or written, with any other Dealer or Dealers for the purpose of fixing prices of Triumph Motorcycles or Triumph Motorcycle Parts.

L. Failure of Dealer to perform the required pre-delivery set-up and inspection and the repairs, services, and procedural requirements relating thereto, or refusal or failure of Dealer to repair any Triumph Motorcycle entitled to needed repair under the terms of the Triumph Motorcycle warranty, or failure to comply with the requirements of Article I, Section 5D, hereof.

M. Failure of Dealer to make any improvements, alterations or modifications to its business premises which Dealer has agreed to or represented to Distributor that Dealer shall make or do.

ARTICLE XI

Transactions After Termination

1. *Removal of Signs*

Upon termination of this Agreement, Dealer shall immediately remove, at his own expense, all Triumph signs displayed at the premises for which the dealership is granted, and shall deliver same to Distributor at such place as may be designated by Distributor, labeled and packaged in suitable containers for transportation. Distributor shall pay Dealer such price for such Triumph signs as shall be reasonably determined by Distributor, provided, however, that such price shall not be less than Dealer's cost for such signs reduced by straight line depreciation on the basis of a useful life of five years. Distributor shall not be required to pay for any unauthorized Triumph signs purchased by Dealer for use or display at the premises for which this dealership is granted. Dealer shall destroy all such unauthorized signs.

2. *Return of Literature, Promotional Materials, etc.*

Dealer shall deliver to Distributor at Distributor's place of business any and all technical or service literature, advertising and other printed material, then in Dealer's possession, which relates to Triumph Products and which was acquired or obtained from Distributor.

3. *Repurchase of Triumph Motorcycles and Triumph Motorcycle Parts*

Distributor shall have the option of repurchasing from Dealer all unsold new Triumph Motorcycles and all new, unused, undamaged and resaleable Triumph Motorcycle Parts listed on Distributor's current master list of parts which were originally purchased by Dealer from Distributor within the twelve months prior to such termination. Dealer agrees to deliver immediately to Distributor, upon demand, all such Triumph Motorcycles and Triumph Motorcycle Parts, together with proof of purchase for the Triumph Motorcycle Parts. If Distributor exercises such option, Distributor agrees to pay and Dealer agrees to accept in payment therefor, Dealer's original cost or the price last established by Distributor for the sale of identical Triumph Motorcycles and/or Triumph Motorcycle Parts, whichever is lower, F.O.B. Distributor's principal distribution point. All such Triumph Motorcycle Parts shall be subject to a 20 percent restocking charge.

4. *Cancellation of Orders*

Upon effective date of termination of this Agreement, all pending orders of Dealer for Triumph Products, including orders previously accepted by Distributor, shall be deemed canceled.

5. *Effect of Transaction After Termination*

The acceptance of orders from Dealer or the continued sale of Triumph Products to Dealer or any other act of Distributor after termination of this Agreement shall not be construed or deemed a renewal of this Agreement for any further term nor a waiver of such termination.

ARTICLE XII

General Provisions

1. *Scope of Agreement*

This instrument constitutes the entire Agreement between the parties, and no representations or statements other than those expressly set forth herein were made or relied upon in entering into this Agreement.

2. *Prevailing Law*

This Agreement shall be construed according to and be governed by the laws of the State of California.

3. *Variations, Modifications, and Amendments*

This Agreement may not be varied, modified, or amended except by an instrument in writing duly signed by authorized representatives of Dealer and Distributor.

4. *No Transfer*

This Agreement may not be transferred or assigned by Dealer without the prior written consent of Distributor.

5. *Waiver*

The waiver by either party of any breach or violation of or default under any provisions of this Agreement shall not be a waiver by such party of any other subsequent breach or violation of this Agreement or default thereunder.

6. *Divisibility*

If any provision of this Agreement shall be held invalid or unenforceable for any reason whatsoever or to violate any law, this Agreement shall be considered divisible as to such provision, and such provision shall be deemed deleted from this Agreement.

7. *No Payment for Dealership Rights*

It is understood and agreed that Dealer shall pay no fee or any other consideration for the granting of the dealership rights hereinbefore set out.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of
19 .

TRIUMPH MOTORCYCLES AMERICA INC.

By _____

Title _____

Date _____

Dealer's Registered Trade or
Corporate Name

By _____

Title _____

(Owner, Partner, or
Corporate Officer)



177 West Orangethorpe
P.O. Box 1060
Placentia, California 92670

Special Thanks To John Melniczuk for Dealer Information