AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON JUNE 29, 2000

REGISTRATION NO. 333-____

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

AMERIGON INCORPORATED
(Exact name of Registrant as specified in its charter)

CALIFORNIA	95-4318554
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

5462 IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706
(626) 815-7400

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

RICHARD A. WEISBART
AMERIGON INCORPORATED
5462 IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706
(626) 815-7400

(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES OF COMMUNICATIONS TO:

J. JAY HERRON	JOHN LACO
O'MELVENY & MYERS LLP	O'MELVENY & MYERS LLP
114 PACIFICA, SUITE 100	400 S. HOPE STREET
IRVINE, CA 92618	LOS ANGELES, CA 90071
(949) 737-2900	(213) 430-6400

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: At such time or times on and after the date on which this Registration Statement becomes effective as the Selling Securityholders may determine.

If the only securities being registered on this form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. [_]

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act") other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [_]

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. [_]

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	NUMBER OF SECURITIES OF EACH CLASS TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SECURITY(1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(1)	AMOUNT OF REGISTRATION FEE

Common Stock, no par value per share	2,500,000	$7.3125	$18,281,250.00	$4,826.25

(1) Estimated solely for the purpose of calculating the registration fee. Pursuant to Rule 457(c), the price of the Common Stock is based upon the average of the high and low prices of the Common Stock on the Nasdaq SmallCap Market on June 28, 2000.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

The information contained in this Preliminary Prospectus is not complete and may be changed. The Selling Securityholders may not sell these securities pursuant to this Prospectus until the Registration Statement filed with the Securities and Exchange Commission is effective. This Prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to completion, Preliminary Prospectus dated June 29, 2000.

PROSPECTUS
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AMERIGON INCORPORATED

2,500,000 Shares of
Common Stock

_____

The holders of our common stock who are identified in this prospectus may offer and sell from time to time up to 2,500,000 shares of our common stock by using this prospectus.

The offering price for our common stock may be the market price for our common stock prevailing at the time of sale, a price related to the prevailing market price, at negotiated prices or such other price as the selling shareholders determine from time to time.

Amerigon Incorporated's common stock is traded on the Nasdaq SmallCap Market under the ticker symbol "ARGN." On June 28, 2000, the closing sale price of the common stock, as reported by Nasdaq, was $7.25 per share.

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This investment involves a high degree of risk. See "Risk Factors" beginning on page 6 of this prospectus.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____ ___, 2000.

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FORWARD-LOOKING STATEMENTS

This prospectus and the documents it incorporates by reference contain forward-looking statements. Forward-looking statements relate to future periods and include descriptions of our plans, objectives, and underlying assumptions for future operations, our market opportunities, our acquisition opportunities, and our ability to compete.

Generally, "may," "will," "expect," "believe," "estimate," "anticipate," "intend," "continue" and similar words identify forward-looking statements. Forward-looking statements are based on our current expectations and are subject to risks and uncertainties that can cause actual results to differ materially. For information on these risks and uncertainties, see the "Risk Factors."

We urge you to consider these factors carefully in evaluating the forward-looking statements contained in this prospectus. Forward-looking statements are made only as of the date of this prospectus. We do not intend, and undertake no obligation, to update these forward-looking statements.

As used in this prospectus, "Company," "we," "us" and "our" refer to Amerigon Incorporated and its affiliates.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by reference to, and should be read in conjunction with, the more detailed information appearing elsewhere in this Prospectus or incorporated by reference herein. Investors should also carefully consider the information set forth under "Risk Factors."

The Company

We are a designer, marketer and manufacturer of proprietary high technology electronic components and systems for sale to automotive, truck and other original equipment manufacturers ("OEMs"). We are currently focusing the majority of our efforts on the introduction of our primary product, a Climate Control Seat(TM) ("CCS(TM)") system, which provides year-round comfort by providing both heating and cooling to seat occupants.

Additionally, we have a product still under development, our AmeriGuard(TM) radar-based speed and distance sensor system, which alerts drivers to the presence of objects near the vehicle.

Climate Control Seat System

In the past two years, we have supplied prototype seats containing our CCS system to virtually every major automobile manufacturer and seat supplier. As a result of this process, we were selected by Ford Motor Company ("Ford") to supply our CCS product to Johnson Controls, Inc. ("JCI") for installation in the 2000 model year Lincoln Navigator SUV. According to Automotive News, approximately 43,000 of these vehicles were produced in the 1999 calendar year. The CCS product is currently being offered as an optional feature on this vehicle, replacing the traditional seat heater. Initial production shipments to JCI commenced in late November 1999.

On March 27, 2000, we entered into a Value Participation Agreement ("VPA") with Ford. Pursuant to the VPA, Ford agreed that, through December 31, 2004, we have the exclusive right to manufacture and supply heated and cooled or heated and ventilated seats to Ford's tier 1 suppliers for installation in Ford, Lincoln and Mercury branded vehicles produced and sold in North America (other than Ford branded vehicles produced by AutoAlliance International, Inc.). Ford is not obligated to purchase any CCS units under the VPA.

We are also in pre-production preparation to supply our CCS product to a major Japanese automotive manufacturer for installation in a 2001 model year luxury vehicle. We are working with many other automotive OEMs and their seat suppliers in an effort to have the CCS product included in other models commencing with the 2002 model year and beyond. We currently have active development programs on nine other vehicle platforms, but no assurance can be given that our CCS system will be implemented in any of these vehicles. Currently, we are enjoying several competitive advantages including:

Innovative product - our CCS system is the only product currently offered that provides both active heating and cooling for automotive seats;

Proprietary technology - we own three patents, exclusively license three other patents and have one patent application pending relating to our CCS technology;

Time to market - it typically takes approximately five years for a new component to be developed and introduced in a new automotive model, which creates a significant barrier to entry for competing products and technologies; and

Seasoned automotive management team - our management team has substantial experience in the automotive industry, both individually and collectively.

CCS System Market Opportunity

By providing both a heating and cooling solution, we believe that the potential market for the CCS system is much larger than just the heated seat market alone. Some of the characteristics for this market opportunity include:

Approximately 56 million cars and light trucks were sold worldwide in 1999 (Source: Automotive News);

Assuming 2 front seats per vehicle, 112 million front seats are sold annually; and

The Company estimates that between 12 to 15 million traditional electric resistance heated seats are sold in new automobiles each year.

New entrants to the automotive components industry that wish to produce and supply innovative seating components must undergo a rigorous qualification process, which takes approximately five years. We believe that in addition to deterring new entrants, the existence of this qualification process represents switching costs for module integrators that are required to assist the new supplier in meeting automakers' requirements. Additionally, we believe module integrators are, like their automaker customers, trying to limit the number of suppliers.

CCS Strategy

Our strategy is to build upon the existing relationships currently in place between automobile manufacturers and their suppliers and to become the leading provider of climate controlled seating to the automotive marketplace. Key elements of our strategy include:

Continuing to partner with major automotive seat companies;

Completing the next generation of the CCS technology;

Increasing global penetration with global automotive companies; and

Continuing to expand our intellectual property.

AmeriGuard Radar System

Our AmeriGuard product is still under development, although we have sold AmeriGuard prototypes to various automotive and other companies. We are initially marketing it primarily as a backup warning system (BWS) for heavy trucks. We have been engaged in a multiphase test of our system with the New Mexico State Highway and Transportation Department and have recently delivered sixty systems to them for evaluation. In addition, we are currently working to obtain a development program with one of the world's leading suppliers of lighting systems for trucks and buses with a goal of

integrating our radar product into its lighting systems for heavy trucks. Our radar technology has many advantages over the other technologies currently in use:

Our radar sensors transmit and receive through the plastics typically used in bumper assemblies and lamp lenses;

Our radar products operate in rain, snow and when coated with thin layers of ice; and

Our radar utilizes solid-state electronics which require no maintenance or calibration.

Recent Developments

As a result of the extensive knowledge of thermoelectric technology obtained during the development of the CCS product, we have decided to establish a formal research and development program whereby improvements in thermoelectric technology will be pursued. The objective of this effort will be to expand and exploit the application of thermoelectric devices beyond CCS and to non-automotive applications.

In June 2000, we raised $12.5 million in gross proceeds from a private placement of 2,500,000 shares of our common stock at an offering price of $5.00 per share.

Corporate History

We were incorporated in California in 1991 and originally focused our efforts on developing electric vehicles and high technology automotive systems. Because the electric vehicle market did not develop as rapidly as anticipated, we substantially scaled back our efforts in that area beginning in 1997 and completely disposed of our electric vehicle business in June 1999. Our headquarters are located at 5462 Irwindale Avenue, Irwindale, California 91706, telephone (626) 815-7400.

RISK FACTORS

Investment in our common stock is speculative and involves a high degree of risk. You should only purchase shares if you can afford to lose your entire investment. In deciding whether to buy our common stock, you should carefully consider the following risk factors, the other information contained in this prospectus and the other information we have incorporated by reference.

Risks Relating to the Company's Business

Early Stage of Commercialization

Although we began operations in 1991, we are only in the early stages of commercial manufacturing and marketing of our products. We originally focused our efforts on developing electric vehicles and other automotive systems. Because the electric vehicle market did not develop as rapidly as we anticipated, we substantially scaled back our efforts in that area beginning in 1997 and completely disposed of our electric vehicle business in June 1999 to focus completely on our CCS and radar products. In December 1997, we received our first production orders for our CCS product, but shipments of production units in 1998 were very small. We were selected by Ford to supply our CCS product to JCI for installation in the 2000 model year Lincoln Navigator SUV. The CCS product is currently being offered as an optional feature on this vehicle and we commenced initial production shipments to JCI in late November 1999. There can be no assurance that sales will significantly increase, or that we will become profitable.

Substantial Operating Losses Since Inception

We have incurred substantial operating losses since our inception. As of December 31, 1999 and December 31, 1998, we had accumulated deficits since inception of $43,880,000 and $36,305,000, respectively. Our accumulated deficits are attributable to the costs of developmental and other start-up activities, including the industrial design, development and marketing of our products and a significant loss incurred on a major electric vehicle development contract. Of the $23 million we spent between inception and 1996, $18 to $21 million of that amount was spent on electric vehicles or integrated voice technology, another discontinued product. As is typical for a development company transitioning for the first time into a production company, we have continued to incur losses due to continuing expenses without significant revenues or profit margins on the sale of products, and expect to incur significant losses for the foreseeable future.

We have not achieved profitability on a quarterly or annual basis to date and may continue to incur net losses for the foreseeable future. Failure to achieve profitability could deplete our current capital resources and reduce our ability to raise additional capital. We incurred net losses of approximately $5.4 million in 1997, $7.7 million in 1998, $7.6 million in 1999 and $2.1 million in the three months ended March 31, 2000. We had an accumulated deficit of approximately $43.9 million as of December 31, 1999 and approximately $45.9 million as of March 31, 2000. The report of our independent accountants with respect to the audited financial statements included in our Annual Report on Form 10-K for the year ended December 31, 1999 states that our recurring losses, negative cash flows from operations, significant accumulated deficit and expectation of incurring future losses raise substantial doubts about our ability to continue as a going concern. We expect to increase our operating expenses significantly, expand our sales and marketing operations and continue to develop and expand our product and service offerings. If increased revenues do not accompany these increased expenses, our business, financial condition and results of operations would be materially adversely affected.

Dependence on Acceptance by Consumers; Market Competition

We have engaged in a lengthy development process on the CCS product which involved developing a prototype for proof of concept and then adapting the basic system to actual seats provided by various automotive OEMs and their seat suppliers. In the last two years, we have supplied prototype seats containing our CCS system to virtually every major car manufacturer. As a result of this process, we were selected by Ford to supply our CCS product to JCI for installation in the 2000 model year Lincoln Navigator SUV. The CCS product is currently being offered as an optional feature on this vehicle. We commenced initial production shipments to JCI in late November 1999. We are working with many other automotive OEMs and their seat suppliers in an effort to have the CCS product included in other models commencing with the 2001 model year and beyond. We currently have active development programs on nine other vehicle platforms, but no assurance can be given that our CCS system will be implemented in any of these vehicles. Furthermore, there is no assurance that consumers will accept or desire our CCS product, particularly at the prices which will be charged by the OEM for the feature. This may prevent our CCS product from becoming a standard (as opposed to an optional) feature in vehicles and also may prevent other automotive OEMs from adopting our CCS product as an optional or standard feature for other models.

Need for Additional Financing

As is customary for a company only now initiating production, we have experienced negative cash flow from operations since our inception and have expended, and expect to continue to expend, substantial funds to continue our development and marketing efforts. In addition, as our CCS product now requires production in larger quantities, we will incur increased manufacturing costs. We have not generated and do not expect to generate in the near future sufficient revenues from the sales of our principal products to cover our operating expenses. In addition to the proceeds from the Offering, we will require additional financing through bank borrowings, debt or equity financing or otherwise to finance our planned operations. No assurance can be given that such alternate funding sources can be obtained or will provide sufficient, if any, financing for us.

At this time, funds from operations are not sufficient to meet our anticipated financial requirements. Based on current plans, we believe that the net funds raised from sale of the common stock offered in our June 2000 private placement, together with current cash balances and funds from operations, will be sufficient to meet our operating needs for up to the next 18 months. The actual amount of funds that we will need to operate during this period will be determined by many factors, some of which are beyond our control. Therefore, we may need funds sooner than currently anticipated.

Dependence on Relationships with Third Parties

Our ability to successfully market and manufacture our products is dependent on relationships with both third party suppliers and customers.

CCS

Our success in marketing the CCS product is dependent on acceptance of our product by automotive OEMs and their seat suppliers. The CCS product is being offered as an optional feature on the 2000 model year Lincoln Navigator SUV and we are working with many other automotive OEMs and their seat suppliers in an effort to have the CCS product included in other models commencing with the 2001 model year and beyond. However, there is no assurance that automotive OEMs will accept our product.

We rely on various vendors and suppliers for the components of our products and procure these components through purchase orders, with no guaranteed supply arrangements. While we believe that there are a number of alternative sources for most of these components, certain components, including thermoelectric devices, are only available from a limited number of suppliers. The loss of any significant supplier, in the absence of a timely and satisfactory alternative arrangement, or an inability to obtain essential components on reasonable terms or at all, could materially adversely affect our business, operations and cash flows.

Radar

In light of the lengthy sales cycles to automotive OEMs and recent successes with our radar products in tests with trucks and heavy construction equipment, we have decided to focus our radar product in the truck and heavy construction equipment market rather than sales to automotive OEMs for passenger vehicles. We are currently working to obtain a development program with one of the world's leading suppliers of lighting systems for trucks and buses with a goal of integrating our radar product into its lighting systems for heavy trucks. However, we do not yet have a commitment from this company and, in any event, the success of this approach will depend in part on the other party's own competitive, marketing and strategic considerations, including the relative advantages of alternative products being developed and/or marketed by such party.

Limited Manufacturing Experience

To date, we have been engaged in only limited manufacturing in small quantities, and there can be no assurance that our efforts to establish our manufacturing operations for any of our products will not exceed estimated costs or take longer than expected or that other unanticipated problems will not arise which will materially adversely affect our operations, financial condition and/or business prospects. Automobile manufacturers demand on-time delivery of quality products, and some have required the payment of substantial financial penalties for failure to deliver components to their plants on a timely basis. Such penalties, as well as costs to avoid them, such as working overtime and overnight air freighting parts that normally are shipped by other less expensive means of transportation, could have a material adverse effect on our business and financial condition. Moreover, the inability to meet demand for our products on a timely basis would materially adversely affect our reputation and prospects.

Limited Marketing Capabilities; Uncertainty of Market Acceptance

Because of the sophisticated nature and early stage of development of our products, we will be required to educate potential customers and successfully demonstrate that the merits of our products justify the costs associated with such products. In certain cases, however, we will likely encounter resistance from customers reluctant to make the modifications necessary to incorporate our products into their products or production processes. In some instances, we may be required to rely on our distributors or other strategic partners to market our products. The success of any such relationship will depend in part on the other party's own competitive, marketing and strategic considerations, including the relative advantages of alternative products being developed and/or marketed by any such party. There can be no assurance that we will be able to market our products properly so as to generate meaningful product sales.

Time Lag from Prototype to Commercial Sales

The sales cycle in the automotive components industry is lengthy and can be as long as five years or more for products that must be designed into a vehicle, since some companies take that long to design and develop a car. Even when selling parts that are neither safety-critical nor highly integrated into the vehicle, there are still many stages that an automotive supply company must go through before achieving

commercial sales. The sales cycle is lengthy because an automobile manufacturer must develop a high degree of assurance that the products it buys will meet customer needs, interface as easily as possible with the other parts of a vehicle and with the automobile manufacturer's production and assembly process, and have minimal warranty, safety and service problems. As a result, from the time that an OEM develops a strong interest in our CCS product, it normally will take several years before our CCS is available to consumers in that OEM's vehicles.

Radar Technology Still in Development Stage

In contrast to CCS, which has begun commercial production, our AmeriGuard product is still in a developmental stage. As with all development projects, the Board of Directors will monitor its progress and future prospects carefully. If current testing with the New Mexico Highway and Transportation Department is unsuccessful or our efforts to obtain a development program with a supplier of truck lighting systems fail, the Board may reconsider its decision to continue development of the radar technology.

Competition; Possible Obsolescence of Technology

The automotive component industry is subject to intense competition. Virtually all of our competitors are substantially larger in size, have substantially greater financial, marketing and other resources than we do, and have more extensive experience and records of successful operations than we do. Competition extends to attracting and retaining qualified technical and marketing personnel. There can be no assurance that we will successfully differentiate our products from those of our competitors, that the marketplace will consider our current or proposed products to be superior or even comparable to those of its competitors, or that we can succeed in establishing relationships with automobile manufacturers. Furthermore, no assurance can be given that competitive pressures we face will not adversely affect our financial performance. Due to the rapid pace of technological change, as with any technology-based product, our products may even be rendered obsolete by future developments in the industry. Our competitive position would be adversely affected if we were unable to anticipate such future developments and obtain access to the new technology.

Limited Protection of Patents and Proprietary Rights

As of December 31, 1999, we owned three patents and had three patents pending. We were also licensees of sixteen patents. We believe that patents and proprietary rights have been and will continue to be very important in enabling us to compete. There can be no assurance that any new patents will be granted or that our or our licensors' patents and proprietary rights will not be challenged or circumvented or will provide us with any meaningful competitive advantages or that any pending patent applications will issue. Furthermore, there can be no assurance that others will not independently develop similar products or will not design around any patents that have been or may be issued to our licensors or us. Failure to obtain patents in certain foreign countries may materially adversely affect our ability to compete effectively in certain international markets. We are aware that an unrelated party filed a patent application in Japan on March 30, 1992 with respect to technology similar to our CCS technology. We recently became aware of a patent issued in Japan on November 10, 1998 and in the U.S. on July 20, 1999 regarding a temperature conditioner which is similar to one component of our CCS technology. These are in the name of affiliates of Honda Motor Co., Ltd. and, if upheld, could have a material adverse effect upon our intellectual property position. We believe, however, that there is substantial doubt that such patents will be upheld.

We hold current and future rights to licensed technology through licensing agreements requiring the payment of minimum royalties and must continue to comply with those licensing agreements. Failure to do so or loss of such agreements could materially and adversely affect our business.

We also rely on trade secrets that we seek to protect, in part, through confidentiality and non-disclosure agreements with employees, customers, suppliers and other parties. There can be no assurance that these agreements will not be breached, that we would have adequate remedies for any such breach or that our trade secrets will not otherwise become known to or independently developed by competitors. To the extent that consultants, key employees or other third parties apply technological information independently developed by them or by others to our proposed projects, disputes may arise as to the proprietary rights to such information which may not be resolved in our favor. We may be involved from time to time in litigation to determine the enforceability, scope and validity of proprietary rights. Any such litigation could result in substantial cost to us and diversion of effort by our management and technical personnel. Additionally, with respect to licensed technology, there can be no assurance that the licensor of the technology will have the resources, financial or otherwise, or desire to defend against any challenges to the rights of such licensor to its patents.

Exclusive License on Heated and Cooled Seats; Non-Exclusive License on Radar Technology

In 1997, we negotiated with the licensor of the CCS technology an exclusive license for the manufacture and sale of licensed products for installation or use in automobiles, trucks, buses, vans and recreational vehicles. As part of the agreement, all intellectual property developed by us related to variable temperature seats is owned by us but such licensor will have the right to license our technology on a non-exclusive basis for use other than in automobiles, trucks, buses, vans and recreational vehicles.

Our license from Lawrence Livermore National Laboratory (LLNL) for one type of radar technology became non-exclusive as of December 31, 1998. The lack of exclusivity means that we have reduced intellectual property protection for technology developed from this license and face possible competition from other companies which can acquire this license from LLNL.

Special Factors Applicable to the Automotive Industry in General

Automotive customers typically reserve the right to unilaterally cancel contracts completely or to require unilateral price reductions. Although they generally reimburse companies for actual out-of-pocket costs incurred with respect to the particular contract up to the point of cancellation, these reimbursements typically do not cover costs associated with acquiring general purpose assets such as facilities and capital equipment, and may be subject to negotiation and substantial delays in receipts by us. Any unilateral cancellation of, or price reduction with respect to, any contract that we may obtain could reduce or eliminate any financial benefits anticipated from such contract and could have a material adverse effect on our financial condition and results of operations.

Dependence on Key Personnel

Our success will depend to a large extent upon the continued contributions of Richard A. Weisbart, President and Chief Executive Officer and a director and Dr. Lon E. Bell, Director of Technology, a director and our founder. We have obtained key-person life insurance coverage in the amount of $2,000,000 on the life of Dr. Bell. The loss of the services of Dr. Bell, Mr. Weisbart or any of our executive personnel could materially adversely affect us.

Need to Retain Technical Personnel

Our success will depend, in part, upon our ability to retain qualified engineering and other technical and marketing personnel. There is significant competition for technologically qualified personnel in the geographical area of our business and we may not be successful in recruiting or retaining sufficient qualified personnel.

Reliance on Major Contractors

We have in the past engaged certain outside contractors to perform product assembly and other production functions for us, and we anticipate that we may desire to engage contractors for such purposes in the future. We believe that there are a number of outside contractors that provide services of the kind that have been used by us in the past and that we may desire to use in the future. However, no assurance can be given that any such contractors would agree to work for us on terms acceptable to us or at all. Our inability to engage outside contractors on acceptable terms or at all would impair our ability to complete any development and/or manufacturing contracts for which outside contractors' services may be needed. Moreover, our reliance upon third party contractors for certain production functions will reduce our control over the manufacture of its products and will make us dependent in part upon such third parties to deliver its products in a timely manner, with satisfactory quality controls and on a competitive basis.

Risk of International Operations

We may engage contractors located in foreign countries. Accordingly, we will be subject to all of the risks inherent in international operations, including work stoppages, transportation delays and interruptions, political instability, foreign currency fluctuations, economic disruptions, the imposition of tariffs and import and export controls, changes in governmental policies and other factors which could have an adverse effect on our business.

Potential Product Liability

Our business will expose us to potential product liability risks which are inherent in the manufacturing, marketing and sale of automotive components. In particular, there may be substantial warranty and liability risks associated with our products. If available, product liability insurance generally is expensive. While we presently have $6,000,000 of product liability coverage with an additional $3,000,000 in product recall coverage, there can be no assurance that we will be able to obtain or maintain such insurance on acceptable terms with respect to other products we may develop, or that any insurance obtained will provide adequate protection against any potential liabilities. When and if high volume production begins, we expect to purchase additional insurance coverage. In the event of a successful claim against us, a lack or insufficiency of insurance coverage could have a material adverse effect on our business and operations.

Risk of Foreign Sales

Many of the world's largest automotive OEMs are located in foreign countries. Accordingly, our business is subject to many of the risks of international operations, including governmental controls, tariff restrictions, foreign currency fluctuations and currency control regulations. However, historically, substantially all of our sales to foreign countries have been denominated in U.S. dollars. As such, our historical net exposure to foreign currency fluctuations has not been material. No assurance can be given that future contracts will be denominated in U.S. dollars, however.

Risks Relating to Share Ownership
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Controlling Shareholders.

On March 29, 1999, we entered into a Securities Purchase Agreement with Westar Capital II LLC ("Westar Capital II") and Big Beaver Investments LLC ("Big Beaver") (the "Preferred Stockholders") pursuant to which the Preferred Stockholders invested $9 million in Amerigon in return for 9,000 shares of Series A Preferred Stock (which are convertible into shares of our common stock at an initial conversion price of $1.675 per common share) and contingent warrants. The contingent warrants are exercisable only to the extent certain other warrants to purchase shares of our common stock are exercised, and then only to purchase a number of shares in proportion to the shares purchased by the exercise of such other warrants in an amount equal to the percentage interest in us that they had in us after the initial investment (on an as converted basis). In connection with this transaction, the Preferred Stockholders obtained the right to elect a majority of our directors as well as rights of first refusal on future financings and registration rights. In addition, based upon the terms of the Series A Preferred Stock at June 14, 2000, the Preferred Stockholders would have approximately 58.4% of our common equity (on an as converted basis, excluding options and warrants).

As part of the VPA, we granted to Ford warrants exercisable for shares of our common stock. A warrant for the right to purchase 82,197 shares of our common stock at an exercise price of $2.75 per share was issued and fully vested on March 27, 2000. An additional warrant for 26,148 shares of our common stock was issued due to certain antidilution provisions triggered by the sale of 2.5 million common shares on June 14, 2000. Additional warrants will be granted and vested based upon purchases by Ford of a specified number of CCS units throughout the length of the VPA. The exercise prices of these additional warrants depend on when such warrants vest, with the exercise price increasing each year. If Ford does not achieve specific goals in any year, the VPA contains provisions for Ford to make up the shortfall in the next succeeding year. If Ford achieves all of the incentive levels required under the VPA, warrants will be granted and vested for an additional 1,300,140 shares of our common stock. The total number of shares subject to warrants which may become vested will be adjusted in certain circumstances for antidilution purposes, including an adjustment for equity issuances of up to $15 million on or before September 30, 2000, so that the percentage interest in us represented by the aggregate number of shares subject to warrants is not diluted by such issuances.

Fluctuations in Quarterly Results; Small "Float" and Possible Volatility of Stock Price.

Our quarterly operating results may fluctuate significantly in the future due to such factors as acceptance of our product by OEMs and consumers, timing of our product introductions and our competitors, availability and pricing of components from third parties, timing of orders, foreign currency exchange rates, technological changes and economic conditions generally. Broad market fluctuations in the stock markets can, obviously, adversely affect the market price of our common stock. In addition, failure to meet or exceed analysts' expectations of financial performance may result in immediate and significant price and volume fluctuations in our common stock.

Without a significantly larger number of shares available for trading by the public, or public "float," our common stock will be less liquid than stocks with broader public ownership, and as a result, trading prices of the common stock may significantly fluctuate and certain institutional investors may be unwilling to invest in such a thinly traded security.

Anti-Takeover Effects of Preferred Stock.

The Series A Preferred Stock which is outstanding confers upon its holders the right to elect five of seven members of the Board of Directors. In addition, the Series A Preferred Stock will vote together with the shares of our common stock on any other matter submitted to shareholders. Based upon the

terms of the Series A Preferred Stock at June 14 2000, the Preferred Stockholders would have approximately 58.4% of our common equity (on an as converted basis, excluding options and warrants) and the ability to approve or prevent any subsequent change in control.

In addition, our Board of Directors has the authority to issue up to 5,000,000 shares of preferred stock and to determine the price, rights, preferences and privileges of those shares without any further vote or action by the shareholders. The rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of any shares of preferred stock that may be issued in the future. The issuance of preferred stock, while providing desirable flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of making it more difficult for a third party to acquire a majority of our outstanding voting stock.

Future Sales of Eligible Shares May Lower Price of Common Shares

Sales of substantial amounts of our common stock into the public market could lower the stock market price. Due to the following, future sales of substantial amounts are possible:

- As of the close of trading on June 23, 2000, we have 4,414,189 shares of our common stock outstanding, of which 1,914,189 are eligible for sale under Rule 144 of the Securities Act of 1933 (as amended). In addition, employees and directors (who are not deemed affiliates) hold options to buy 887,107 shares of our common stock, 843,940 of which are under the 1993 and 1997 Employee Stock Option Plans and 43,167 of which are non-plan options. The common stock to be issued upon exercise of these options, has been registered, and therefore, may be freely sold when issued. We also have outstanding warrants to buy 2,555,118 shares of our common stock. In addition, we have 1,653,520 contingent warrants, which are exercisable only if certain other warrants are exercised and only to the extent that such other warrants are exercised. Any shares registered will be eligible for resale. If these shares are not sold, they may be included in certain registration statements to be filed by us in the future.

- We may issue options to purchase up to an additional 557,960 shares of our common stock under our 1993 and 1997 stock option plans. These options will be fully transferable when issued.

- The holders of our Series A preferred stock may convert it into 5,373,134 shares of our common stock. These holders possess demand and piggyback registration rights. Future sales by them could depress the market price of our common stock.

Lack of Dividends on Common Stock

We have never paid any cash dividends on our common stock and do not anticipate paying dividends in the near future.

USE OF PROCEEDS

We will not receive any proceeds from the sale of the shares of common stock offered by the Selling Securityholders pursuant to this prospectus.

SELLING SECURITYHOLDERS

The shares of common stock offered pursuant to this prospectus have been issued to the Selling Securityholders (or their assignees) directly by our Company. All 2,500,000 shares of our common stock covered by this prospectus were issued to certain Selling Securityholders in a private placement completed in June 2000 pursuant to an exemption from registration contained in Regulation D promulgated under Section 4(2) of the Securities Act.

The following table sets forth certain information with respect to the beneficial ownership of shares of our common stock by the Selling Securityholders as of June 14, 2000 and the number of shares which may be offered pursuant to this prospectus for the account of each of the Selling Securityholders or their transferees from time to time. Except as described in the footnotes to the table, to the best of our knowledge, none of the Selling Securityholders has had any position, office or other material relationship with our Company or any of our affiliates.

Selling Securityholder	Number of Shares Beneficially Owned Prior to Offering	Maximum Number of Shares Which May Be Sold in This Offering	Number of Shares Beneficially Owned After the Offering (1)	Percentage of Class Beneficially Owned After the Offering (1)
Big Beaver Investments, LLC (2)	150,000	150,000	0	3.40%
BLT Receivables, LLC	10,000	10,000	0	*
H. Russell Bomhoff	8,000	8,000	0	*
C.B. Wilber Investments, L.L.C.	20,000	20,000	0	*
Clarion Capital Corporation	60,000	60,000	0	1.36%
Clarion Partners, L.P.	40,800	40,800	0	*
Clarion Offshore Fund Ltd.	19,200	19,200	0	*
The dotCom Fund, L.L.C.	60,000	60,000	0	1.36%
Endeavor Asset Management, L.P.	50,000	50,000	0	1.13%
Carl Frankson	10,000	10,000	0	*
Vito Galati	15,000	15,000	0	*
Aaron M. Gurewitz (3)	1,000	1,000	0	*
Steven D. Heinemann	50,000	50,000	0	1.13%
Jeff Ho (3)	10,000	10,000	0	*
Lighthouse Genesis Partners USA, L.P.	20,000	20,000	0	*
Arnold H. Kraus and Barbara Kraus TTEES F/B/O The Kraus Rev. Trust (3)	5,000	5,000	0	*
Matthies Family Trust DTD 1/1/91	5,000	5,000	0	*
Arnold Owen TTEE Guaranteed & Trust Co. F/B/O Arnold Owen 712-96023	10,000	10,000	0	*
Pemigewasset Partners, L.P.	30,000	30,000	0	*
Pharos Genesis Fund	130,000	130,000	0	2.95%
Potomac Capital Partners, LP	10,000	10,000	0	*
Precision Capital Partners, LP	50,000	50,000	0	1.13%
RLR Partners L.P.	25,000	25,000	0	*
RMM International, LLC	20,000	20,000	0	*
Byron Roth and Michelle Roth CO-TTES of the Roth Living	5,000	5,000	0	*

Trust DTD 12-13-96 (3)				
Roth Capital Partners, Inc. (4)	64,000	64,000	0	1.45%
Joseph P. Schimmelpfennig (3)	5,000	5,000	0	*
Seligman Frontier Fund, Inc.	406,052	406,052	0	9.20%
Seligman Global Fund Series, Inc. - Seligman Global Smaller Companies Fund	300,945	300,945	0	6.82%
Seligman Global Horizon Funds - Seligman Horizon Global Smaller Companies Fund	7,565	7,565	0	*
Seligman Portfolios, Inc. - Seligman Frontier Portfolio	25,518	25,518	0	*
Seligman Portfolios, Inc. - Global Smaller Companies Portfolio	9,920	9,920	0	*
TCM Partners, L.P.	85,000	85,000	0	1.93%
TCM Management F/B/O Donald Wright	15,000	15,000	0	*
Scott Turkel Money Purchase Plan	2,000	2,000	0	
TVC Associates Inc.	10,000	10,000	0	*
Union Bank of California, TTEE Retirement Plan of Cades Schutte & Wright, CS-Galati (Ret) #610001339-26	5,000	5,000	0	*
Valor Capital Management, L.P.	350,000	350,000	0	7.93%
Watson Investment Partners, L.P.	205,000	205,000	0	4.64%
Watson Investment Partners II, L.P.	45,000	45,000	0	1.02%
Westar Capital II, LLC (5)	150,000	150,000	0	3.40%

* less than one percent.

(1) Assumes that each Selling Securityholder will sell all shares of common stock offered pursuant to this prospectus, but not any other shares of common stock beneficially owned by such Securityholder.

(2) Big Beaver Investments, LLC ("Big Beaver"), one of the Company's two largest shareholders, holds 4,500 shares of Series A Preferred Stock which is convertible into 2,686,567 shares of Common Stock. Oscar B. Marx, III and Paul Oster, President and Chief Financial Officer, respectively, of Big Beaver, are directors of the Company.

(3) Mr. Gurewitz is a principal, Mr. Kraus is the Chief Operating Officer, Mr. Roth is the Chief Executive Officer and Mr. Schimmelpfennig is a vice-president of Roth Capital Partners, Inc., placement agent in the Company's June 14, 2000 private placement.

(4) Roth Capital Partners, Inc. acted as placement agent in the Company's June 14, 2000 private placement and in such capacity received warrants to purchase 188,000 shares at an exercise price of $5.00 per share. These warrants expire on June 14, 2005.

(5) Westar Capital II, LLC ("Westar"), one of the Company's two largest shareholders, holds 4,500 shares of Series A Preferred Stock which is convertible into 2,686,567 shares of Common Stock. John W. Clark, a general partner of Westar, is a director of the Company.

PLAN OF DISTRIBUTION

The shares of common stock offered hereby may be sold by the Selling Securityholders or by their respective pledgees, donees, transferees or other successors in interest. Such sales may be made at fixed prices that may be changed, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or at negotiated prices. The shares may be sold by one or more of the following:

- one or more block trades in which a broker or dealer so engaged will attempt to sell all or a portion of the shares held by the Selling Securityholders as agent but may position and resell a portion of the block as principal to facilitate the transaction;

- purchase by a broker or dealer as principal and resale by such broker or dealer for its account pursuant to this prospectus;

- ordinary brokerage transactions and transactions in which the broker solicits purchasers; and

- privately negotiated transactions between the Selling Securityholders and purchasers without a broker-dealer.

The Selling Securityholders may effect such transactions by selling shares to or through broker dealers, and such broker-dealers will receive compensation in negotiated amounts in the form of discounts, concessions, commissions or fees from the Selling Securityholders and/or the purchasers of the shares for whom such broker-dealers may act as agent or to whom they sell as principal, or both (which compensation to a particular broker-dealer might be in excess of customary commissions). Such brokers or dealers or other participating brokers or dealers and the Selling Securityholders may be deemed to be "underwriters" within the meaning of the Securities Act, in connection with such sales. Except for customary selling commissions in ordinary brokerage transactions, any such underwriter or agent will be identified, and any compensation paid to such persons will be described, in a prospectus supplement. In addition, any securities covered by this prospectus that qualify for sale pursuant to Rule 144 might be sold under Rule 144 rather than pursuant to this prospectus.

DESCRIPTION OF SECURITIES TO BE REGISTERED

Our current authorized capital consists of 20,000,000 authorized shares of common stock and 5,000,000 shares of preferred Stock. The holders of common stock are entitled to receive dividends if, as and when declared by our Board of Directors, subject to the rights of the holders of any other class of our shares entitled to receive dividends in priority to the common stock. Upon liquidation, dissolution or winding up of the Company, the holders of common stock are entitled to receive the assets of the Company remaining after the rights of the holders of any other class or shares entitled to receive assets in priority to the holders of the common stock have been satisfied.

The holders of the common stock are entitled to one vote for each share held at all meetings of our stockholders.

LEGAL MATTERS

The validity of the shares of common stock intended to be sold pursuant to this prospectus will be passed upon for the Company by O'Melveny & Myers LLP.

EXPERTS

The financial statements and financial statement schedule incorporated in this prospectus by reference to the Annual Report on Form 10-K of Amerigon Incorporated for the year ended December 31, 1999 have been so included in reliance on the report (which contains an explanatory paragraph relating to the Company's ability to continue as a going concern as described in Note 2 to the financial statements) of PricewaterhouseCoopers LLP, independent accountants, given on the authority of said firm as experts in auditing and accounting.

AVAILABLE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-3 under the Securities Act with respect to the shares of common stock offered by this prospectus. This prospectus does not contain all the information set forth in the registration statement and the exhibits and schedules thereto. For further information about us and the shares of common stock, we refer you to the registration statement and to the exhibits and schedules filed with it. Statements contained in this prospectus as to the contents of any contract or other documents referred to are not necessarily complete. We refer you to those copies of contracts or other documents that have been filed as exhibits to the registration statement, and statements relating to such documents are qualified in all aspects by such reference.

We are subject to the information requirements of the Securities Exchange Act of 1934 and therefore we file reports, proxy statements and other information with the Commission. You can inspect and copy the reports, proxy statements and other information that we file at the public reference facilities maintained by the Commission at the Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's regional offices at 7 World Trade Center, Suite 1300, New York, New York 10048 and 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. You can also obtain copies of such material from the Commission's Public Reference Room, 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates. The Commission also makes electronic filings publicly available on its Web site at http://www.sec.gov. Reports, proxy and information statements and other information about us may be inspected at the National Association of Securities Dealers, Inc. at 1735 K Street, N.W., Washington, D.C. 20006.

Our common stock is traded on the Nasdaq SmallCap Market under the symbol "ARGN." Certain information, reports and proxy statements of our Company are also available for inspection at the offices of the Nasdaq SmallCap Market Reports Section, 1735 K Street, Washington, D.C. 20006.

INFORMATION INCORPORATED BY REFERENCE

The following documents, which we have filed with the Commission, are incorporated by reference into this prospectus:

- our annual report on Form 10-K for the fiscal year ended December 31, 1999;
- our quarterly report on Form 10-Q for the fiscal quarter ended March 31, 2000; and
- our current reports on Form 8-K, event dates May 22, 2000 and June 15, 2000.

All documents that we file with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this prospectus and before the termination of the offering of the shares

of common stock shall be deemed incorporated by reference into this prospectus and to be a part of this prospectus from the respective dates of filing such documents.

We will provide without charge to each person to whom a copy of this prospectus is delivered, upon such person's written or oral request, a copy of any and all of the information incorporated by reference in this prospectus, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into the information that this prospectus incorporates. Requests should be directed to the Secretary at Amerigon Incorporated, 5462 Irwindale Avenue, Irwindale, California 91706, telephone number (626) 815-7400.

Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus shall be deemed modified, superseded or replaced for purposes of this prospectus to the extent that a statement contained in this prospectus or in any subsequently filed document that also is or is deemed to be incorporated by reference in this prospectus modifies, supersedes or replaces such statement. Any statement so modified, superseded or replaced shall not be deemed, except as so modified, superseded or replaced, to constitute a part of this prospectus.

You should rely only on the information incorporated by reference, provided in this prospectus or any supplement or that we have referred you to. We have not authorized anyone else to provide you with different information. You should not assume that the information in this prospectus or any supplement is accurate as of any date other than the date on the front of those documents. However, you should realize that the affairs of the Company may have changed since the date of this prospectus. This prospectus will not reflect such changes. You should not consider this prospectus to be an offer or solicitation relating to the securities in any jurisdiction in which such an offer or solicitation relating to the securities is not authorized, if the person making the offer or solicitation is not qualified to do so, or if it is unlawful for you to receive such an offer or solicitation.

AMERIGON
INCORPORATED

2,500,000 Shares of
Common Stock

PROSPECTUS

_____ __, 2000

PART II

Item 14. Other Expenses of Issuance and Distribution

The expenses in connection with the registration of shares of the Selling Securityholders will be borne by the Company and are estimated as follows:

Commission registration fee	$ 851,250
Printing and engraving	6,521
Accounting fees and expenses	40,000
Legal fees and expenses	220,000
Miscellaneous expenses	31,000
Total	$1,148,771

Item 15. Indemnification Of Directors and Officers

The Company's Articles of Incorporation limit the liability of its directors. As permitted by the California General Corporation Law, directors will not be liable to the Company for monetary damages arising from a breach of their fiduciary duty as directors in certain circumstances. Such limitation does not affect liability for any breach of a director's duty to the Company or its shareholders (i) with respect to approval by the director of any transaction from which he derives an improper personal benefit, (ii) with respect to acts or omissions involving an absence of good faith, that he believes to be contrary to the best interests of the Company or its shareholders, that involve intentional misconduct or a knowing and culpable violation of law, that constitute an unexcused pattern of inattention that amounts to an abdication of his duty to the Company or its shareholders, or that show a reckless disregard for his duty to the Company or its shareholders in circumstances in which he was or should have been aware, in the ordinary course of performing his duties, of a risk of serious injury to the Company or its shareholders, or (iii) based on transactions between the Company and its directors or another corporation with interrelated directors or on improper distributions, loans or guarantees under applicable sections of the California General Corporation Law. Such limitation of liability also does not affect the availability of equitable remedies such as injunctive relief or rescission.

The Company's Bylaws provide that the Company shall indemnify its directors and officers to the full extent permitted by California law, including circumstances in which indemnification is otherwise discretionary under California law, and the Company has entered into indemnity agreements with its directors and officers providing such indemnity.

Item 16. Exhibits

See attached Exhibit Index that follows the signature page.

Item 17. Undertakings

The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) That, for purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(6) That, for the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a

new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(7) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irwindale, State of California, on June 29, 2000.

AMERIGON INCORPORATED

By: /s/ Richard A. Weisbart
_____
Richard A. Weisbart
President, Chief Executive Officer
and Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, each person whose signature appears below constitutes and appoints Richard A. Weisbart, Dan Coker, Sandra Grouf and Craig P. Newell, his or her true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to the Registration Statement (or any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Capacity	Date
/s/ Richard A. Weisbart _____ Richard A. Weisbart	Director, President, Chief Executive Officer and Chief Financial Officer (Principal Executive and Financial Officer)	June 29, 2000
/s/ Craig P. Newell _____ Craig P. Newell	Vice President, Finance (Principal Accounting Officer)	June 29, 2000
/s/ Oscar B. Marx, III _____ Oscar B. Marx, III	Chairman of the Board	June 29, 2000
/s/ Lon E. Bell, Ph.D _____ Lon E. Bell, Ph.D	Vice Chairman of the Board	June 29, 2000
/s/ Roy A. Anderson _____ Roy A. Anderson	Director	June 29, 2000

/s/ John W. Clark - ---------- John W. Clark	Director	June 29, 2000
	Director	June 29, 2000
- ---------- Paul Oster		
	Director	June 29, 2000
- ---------- James J. Paulsen		

Exhibit Number	Description
1.1	Form of Common Shares Subscription Agreement
1.2	Form of Escrow Agreement
4.1	Form of Specimen Certificate of Company's Common Stock (1)
5.1	Opinion of O'Melveny & Myers LLP
23.1	Consent of Independent Accountants
23.2	Consent of Counsel (included in Exhibit 5.1)
24.1	Powers of Attorney (included on page S-1)

(1) Previously filed as an exhibit to the Company's Registration Statement on Form SB-2, as amended, File No. 33-61702-LA, and incorporated by reference.

AMERIGON INCORPORATED

COMMON SHARES SUBSCRIPTION AGREEMENT

JUNE 14, 2000

To Each of the Investors
Who Are Signatories Hereto

Ladies and Gentlemen:

Amerigon Incorporated, a California corporation (the "Company"), hereby agrees with each of you as follows:

1. Authorization Of Sale Of The Securities.

The Company has authorized the sale and issuance of 2,500,000 shares of its common stock, no par value (the "Common Shares"), as described in the Private Placement Memorandum dated April 2000 (as supplemented on May 30, 2000, the "Memorandum"). The shares of Common Shares sold hereunder shall be referred to herein as the "Shares."

2. Agreement To Sell And Purchase The Shares.

2.1 Sale of Shares. Subject to the terms of this Common Shares Subscription Agreement (this "Subscription Agreement"), at the Closing (as defined in Section 3.1 hereof), the Company agrees to sell to each purchaser of Shares who has executed a counterpart execution page to this Subscription Agreement (each an "Investor"), and each Investor agrees to purchase from the Company, the aggregate number of Shares set forth above such Investor's signature on the counterpart execution page hereof, at a purchase price of five and no/100 Dollars ($5.00) per Share.

2.2 Separate Agreement. Each Investor shall severally, and not jointly, be liable for only the purchase of the Shares that appears above such Investor's signature and that relates to such Investor. The Company's agreement with each of the Investors is a separate agreement, and the sale of Shares to each of the Investors is a separate sale. The obligations of each Investor hereunder are expressly not conditioned on the purchase by any or all of the other Investors of the Shares such other Investors have agreed to purchase.

2.3 Acceptance of Proposed Purchase of Shares. Each Investor understands and agrees that the Company, in its sole discretion, reserves the right to accept or reject, in whole or in part, any proposed purchase of Shares. The Company shall have no obligation hereunder with respect to any Investor until the Company shall execute and deliver to such Investor an executed copy of this Subscription Agreement. If this Subscription Agreement is not executed and delivered by the Company or the offering is terminated, this Subscription Agreement shall be of no further force and effect.

2.4 Escrow of Purchase Price. Each Investor understands and agrees that upon execution and delivery hereof, the Investor shall deposit the purchase price for all of the Shares being purchased by such Investor, in immediately available funds, with the Escrow Agent under that certain Escrow Agreement entered by and among the Company, California Bank and Trust and Roth Capital Partners, Inc. (the "Placement Agent"), a form of which is attached hereto as Appendix I (the "Escrow Agreement").

3. Closing And Delivery.

3.1 Closing. The closing of the purchase and sale of the Shares pursuant to this Subscription Agreement (the "Closing") shall be held as soon as practicable after the satisfaction or waiver of all other conditions to Closing set forth in Sections 6 and 7 hereof, at 10:00 a.m. (Pacific Time) at the offices of O'Melveny & Myers LLP, located at 400 South Hope Street, Los Angeles, California, or on such other date and place as may be agreed to by the Company and the Investors. Prior to the Closing, each Investor shall execute any related agreements or other documents required to be executed hereunder.

3.2 Delivery of the Shares at the Closing. At the Closing, the Company shall deliver to each Investor stock certificates registered in the name of such Investor, or in such nominee name(s) as designated by such Investor, representing the Shares to be purchased by such Investor at the Closing as set forth in the Schedule of Investors against payment of the purchase price for such Shares. The name(s) in which the stock certificates are to be issued to each Investor are set forth in the Investor's counterpart execution page hereto, as completed by each Investor.

4. Representations, Warranties And Covenants Of The Company.

The Company hereby represents and warrants as of the date hereof to, and covenants with, the Investors as follows:

4.1 Organization and Standing. The Company and each of its subsidiaries is duly incorporated and validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation with full corporate power and corporate authority to own, lease and operate its properties and conduct its current business as described in the Memorandum; the Company is duly qualified to do business as a foreign corporation and in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its business requires such qualification, except where the failure to be so qualified or be in good standing is not reasonably likely to have a material adverse effect on the condition (financial or otherwise), operations, business or business prospects of the Company (hereinafter, a "Material Adverse Effect"); no proceeding has been instituted in any such jurisdiction revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power and authority or qualification; except as described in the Memorandum, the Company is in possession of and operating in compliance with all authorizations, licenses, certificates, consents, orders and permits from federal, state and other regulatory authorities except where the failure to possess or be in compliance with any of the foregoing is not reasonably likely to have a Material Adverse Effect, all of which are valid and in full force and effect. The Company does not own or control, directly or indirectly, any corporation, association or other entity.

4.2 Corporate Power; Authorization. The Company has full legal right, power and authority to enter into this Subscription Agreement and to perform the transactions contemplated hereby and thereby. This Subscription Agreement has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by each of the other parties hereto and thereto, are valid and binding agreements on the part of the Company, enforceable in accordance with their terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles. The making, execution and performance of this Subscription Agreement by the Company and the consummation of the transactions herein and therein contemplated will not conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under, (i) any bond, debenture, note or other evidence of indebtedness, or under any lease, contract, indenture, mortgage, deed of trust, loan agreement, joint venture or other agreement or instrument to which the Company is a party or by which its properties may be bound, (ii) the Articles of Incorporation or bylaws of the Company or (iii) any law, order, rule, regulation, writ, injunction, judgment or decree of any court, administrative agency, regulatory body, government or governmental agency or body, domestic or foreign, having jurisdiction over the Company or its properties, except for any conflict, breach, violation or default which is not reasonably likely to have a Material Adverse Effect.

4.3 Memorandum; Financial Statements. The Company has not distributed any offering material in connection with the offering of the Shares other than the Memorandum. The Company has filed in a timely manner all documents that the Company was required to file with the Securities and Exchange Commission ("SEC") under Sections 13, 14(a) and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), during the twelve (12) months preceding the date of this Subscription Agreement. As of their respective filing dates (or, if amended, when amended), the documents filed by the Company with the SEC referenced in the Memorandum complied with the requirements of the Exchange Act. The Company satisfies the registrant requirements for the use of Form S-3 under the Securities Act of 1933, as amended (the "Securities Act"). The Memorandum did not contain any untrue statement of a material fact or omit to state material facts required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. The consolidated financial statements of the Company included in the documents filed by the Company with the SEC and referenced in the Memorandum (the "Financial Statements") comply in all respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto. The Financial Statements have been prepared in accordance with generally accepted accounting principles consistently applied ("GAAP") and fairly present the financial position of the Company at the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal, recurring adjustments and the absence of complete footnotes). Except as and to the extent reflected in the Financial Statements, the Company did not have, as of the date of the Financial Statements, any liabilities or obligations (other than obligations of continued performance under contracts and other commitments and arrangements entered into in the ordinary course of business) which GAAP would require the Company to reflect in the Financial Statements. Except as otherwise disclosed in the Memorandum, there have not been any changes in the assets, liabilities, financial condition or operations of the Company from that

reflected in the Financial Statements, except changes in the ordinary course of business that have not had a Material Adverse Effect.

4.4 Properties. Except as set forth in the Memorandum, (i) the Company has good title to all properties and assets described in the Memorandum as owned by it, free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest, other than as would not have a Material Adverse Effect, (ii) the agreements to which the Company is a party described in the Memorandum are valid agreements, enforceable by the Company, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles and, to the Company's knowledge, the other contracting party or parties thereto are not in material breach or material default under any of such agreements, and (iii) the Company has valid and enforceable leases for all properties described in the Memorandum as leased by it, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles. Except as set forth in the Memorandum, the Company owns or leases all such properties as are necessary to the Company's operations as now conducted.

4.5 Capitalization. All outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and nonassessable, have been issued in compliance with all applicable federal and state securities laws, were not issued in violation of or subject to any preemptive rights or other rights to subscribe for or purchase securities. The Company has an authorized, issued and outstanding capitalization as set forth in the Memorandum under the caption "Capitalization". The capital stock of the Company conforms to the description thereof contained in the Memorandum. The Shares have been duly authorized for issuance and sale to the Investors pursuant to this Subscription Agreement, and, when issued and delivered by the Company against payment therefor in accordance with the terms of this Subscription Agreement, will be duly and validly issued and fully paid and nonassessable, and will be sold free and clear of any pledge, lien, security interest, encumbrance, claim or equitable interest. Except as disclosed in the Memorandum, no preemptive right, co-sale right, registration right, right of first refusal or other similar right of shareholders exists with respect to any of the Shares or the issuance and sale thereof other than those that have been satisfied or expressly waived prior to the date hereof and those that will automatically expire upon and will not apply to the consummation of the transactions contemplated on or before the Closing. No further approval or authorization of any shareholder or the Board of Directors of the Company is required for the issuance and sale or transfer of the Shares. Except as disclosed in the Memorandum and the Financial Statements, and the related notes thereto included in the Memorandum, and subject to the applicable anti-dilution provisions of securities described in the Memorandum, the Company has no outstanding options to purchase, or any preemptive rights or other rights to subscribe for or to purchase, any securities or obligations convertible into, or any contracts or commitments to issue or sell, shares of its capital stock or any such options, rights, convertible securities or obligations.

4.6 Litigation. There is not pending or, to the Company's knowledge, threatened, any action, suit, claim or proceeding against the Company or any of its respective officers, properties, assets or rights before any court, administrative agency, regulatory body, government

or governmental agency or body, domestic or foreign, having jurisdiction over the Company or any of its respective officers, properties, or otherwise which (i) is reasonably likely, individually or in the aggregate, to have a Material Adverse Effect or is reasonably likely to materially and adversely affect the Company's properties, assets or rights or (ii) is reasonably likely to prevent consummation of the transactions contemplated hereby and is not so disclosed in the Memorandum. Neither the Company nor any of its subsidiaries is a party or subject to the provisions of any injunction, judgment, decree or order of any court, regulatory body, administrative agency, government or governmental agency or body domestic or foreign, that could reasonably be expected to have a Material Adverse Effect. The Company and each of its subsidiaries has conducted and is conducting its business in compliance with all applicable federal, state, local and foreign statutes, laws, rules, regulations, ordinances, codes, decisions, decrees, directives and orders, except where the failure to do so would not reasonably be likely, singly or in the aggregate, to have a Material Adverse Effect.

4.7 Listed Shares. The Common Shares are registered pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and are approved for quotation on The Nasdaq SmallCap Market (the "NSM"). The Company has taken no action designed to, or likely to have the effect of, terminating the registration of the Common Shares under the Exchange Act or delisting the Common Shares from the NSM.

4.8 Intellectual Property. The Company owns or possesses rights to use all patents, patent rights, inventions, trademarks, service marks, trade names and copyrights and possesses all of the trade secrets and know-how which are material and necessary to conduct its business as now conducted and as described in the Memorandum. Except as disclosed in the Memorandum, the Company has not received any written notice of, nor has it any actual knowledge of, any infringement of or conflict with asserted rights of the Company by others with respect to any patent, patent rights, inventions, trade secrets, know-how, trademarks, service marks, trade names or copyrights that are reasonably likely to have a Material Adverse Effect that would prevent the Company from carrying out its business substantially as described in the Memorandum. Except as disclosed in the Memorandum, the Company has not received any written notice of, nor has it any knowledge of, any infringement of or conflict with asserted rights of others with respect to any patent, patent rights, inventions, trade secrets, know-how, trademarks, service marks, trade names or copyrights which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, is reasonably likely to have a Material Adverse Effect that would prevent the Company from carrying out its business substantially as described in the Memorandum.

4.9 No Change. Subsequent to the respective dates as of which information is given in the Memorandum, there has not been (i) any material adverse change in the condition (financial or otherwise), earnings, operations, business or business prospects of the Company (not including reductions in the cash position of the Company in the ordinary course consistent with past practices since the date of the Memorandum), (ii) any transaction that is material to the Company, (iii) any obligation, direct or contingent, incurred by the Company, except obligations incurred in the ordinary course of business, (iv) any change in the capital stock or outstanding indebtedness of the Company, except the incurrence of trade debt and obligations incurred in the ordinary course consistent with past practices, (v) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company, (vi) any default in the payment of

principal of or interest on any outstanding debt obligations, or (vii) any loss or damage (whether or not insured) to the property of the Company which has been sustained or will have been sustained which has a Material Adverse Effect.

4.10 No Defaults. The Company is not (a) in violation of its Articles of Incorporation or bylaws or (b) in default (upon notice or lapse of time or both) in the performance or observance of any obligation, agreement, covenant or condition contained in any bond, debenture, note or other evidence of indebtedness, or in any lease, contract, indenture, mortgage, deed of trust, loan agreement, joint venture or other agreement or instrument to which it is a party or by which its properties may be bound, or (c) in violation of any law, order, rule, regulation, writ, injunction, judgment or decree of any court, government or governmental agency or body, domestic or foreign, having jurisdiction over the Company or its properties except in the case of (b) or (c) for any default or violation not reasonably likely to have a Material Adverse Effect.

4.11 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Subscription Agreement ("Consents") except for (a) such Consents which are not material, (b) compliance with the securities and Blue Sky laws in the states and other jurisdictions in which Shares are offered and/or sold, which compliance will be effected in accordance with such laws and (c) Consents required by the NSM and the SEC. The Company has not been advised, and has no reason to believe, that either it or any of its subsidiaries is not conducting business in compliance in all material respects with all applicable laws, rules and regulations of the jurisdictions in which it is conducting business, including but not limited to, all applicable federal, state and local environmental laws and regulations, except for any failure to comply which is not reasonably likely to have a Material Adverse Effect.

4.12 Labor; Employees.

(a) No labor disturbance by the employees of the Company exists or, to the Company's knowledge, is imminent. The Company is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers, subcontractors, authorized dealers or international distributors that is reasonably likely to result in a Material Adverse Effect. No collective bargaining agreement exists with any of the Company's employees and, to the Company's knowledge, no such agreement is imminent.

(b) If any employee of the Company has entered into any non-competition, non-disclosure, confidentiality or other similar agreement with any party other than the Company of which the Company is aware, to the Company's knowledge, such employee is neither in violation thereof nor is expected to be in violation thereof as a result of the business conducted or expected to be conducted by the Company as described in the Memorandum or such person's performance of his obligations to the Company. To the Company's knowledge, no consultant or scientific advisor of the Company is in violation of any noncompetition, non-disclosure, confidentiality or similar agreement between such consultant or scientific advisor and any party other than the Company. To the Company's knowledge, every consultant and scientific advisor

(collectively, "Consultants") engaged by or on behalf of the Company to render services for the Company has entered into an agreement with the Company providing for terms and conditions of non-disclosure, non-competition and confidentiality in connection with such services ("Consulting Agreements"). Assuming due authorization, execution and delivery of the Consulting Agreements, the Consulting Agreements are legal, valid, binding and enforceable instruments of the Consultants.

4.13 Taxes. The Company has timely filed all necessary federal, state and foreign income and franchise tax returns and have paid all taxes shown thereon as due, and there is no tax deficiency that has been or, to the Company's knowledge, that might be asserted against the Company that is reasonably likely to have a Material Adverse Effect. All tax liabilities are adequately provided for on the books of the Company.

4.14 Insurance. The Company maintains insurance with insurers of recognized financial responsibility of the types and in the amounts generally deemed prudent for its business and consistent with insurance coverage maintained by similar companies in similar businesses, including, but not limited to, insurance covering real and personal property owned or leased by the Company or its subsidiaries against theft, damage, destruction, acts of vandalism, products liability, errors and omissions, and all other risks customarily insured against, all of which insurance is in full force and effect. The Company has not been refused any insurance coverage sought or applied for; and the Company does not have any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

4.15 Offering. Subject in part to the truth and accuracy of the representations and warranties of each Investor set forth in Section 5 of this Subscription Agreement, the offer, sale and issuance of the Shares as contemplated by the Subscription Agreement are exempt from the registration requirements of any applicable state and federal securities laws, and neither the Company nor any authorized agent acting on its behalf shall take any action hereafter that would cause the loss of such exemption.

4.16 Investment Company Act. The Company has been advised concerning the Investment Company Act of 1940, as amended (the "1940 Act"), and the rules and regulations thereunder, and is not, and intends in the future to conduct its and its subsidiaries' affairs in such a manner as to ensure that it is not and will not become, an "investment company" or a company "controlled" by an "investment company" within the meaning of the 1940 Act and such rules and regulations.

4.17 No Illegal Contributions. The Company has not at any time during the last five (5) years (i) made any unlawful contribution to any candidate for foreign office or failed to disclose fully any contribution in violation of law, or (ii) made any payment to any federal or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by the laws of the United States or any jurisdiction thereof.

4.18 No Manipulation. The Company has not taken and the Company will not take, directly or indirectly, any action designed to or that might reasonably be expected to cause or result in stabilization or manipulation of the price of the Common Shares to facilitate the sale or resale of the Shares.

4.19 Transactions with Affiliates. There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company to or for the benefit of any of the officers or directors of the Company or any of its subsidiaries or any shareholder who owns beneficially more than five percent (5%) of the Common Shares of the Company or any of the members of the families of any of them, except as disclosed in the Memorandum.

4.20 Environmental Matters. (i) The Company is in compliance with all rules, laws and regulations relating to the use, treatment, storage and disposal of toxic substances and protection of health or the environment ("Environmental Laws") which are applicable to its business, except where the failure to comply would not reasonably be likely to have a Material Adverse Effect, (ii) the Company has not received any written notice from any governmental authority or third party of an asserted claim under Environmental Laws, which claim would be required to be disclosed in its filings with SEC under the Exchange Act, (iii) to the Company's knowledge, the Company will not be required to make future material capital expenditures to comply with Environmental Laws and (iv) no property which is, or has been, owned, leased or occupied by the Company has, to the Company's knowledge, been designated as a Superfund site pursuant to the Comprehensive Response, Compensation, and Liability Act of 1980, as amended, or otherwise designated as a contaminated site under applicable state or local law.

5. Representations, Warranties And Covenants Of The Investors.

5.1 Investment Representations. Each Investor, severally and not jointly, represents and warrants to and covenants with the Company that:

(a) Investor is knowledgeable, sophisticated and experienced in making, and is qualified to make, decisions with respect to investments in shares presenting an investment decision like that involved in the purchase of the Shares, including investments in securities issued by the Company, and has requested, received, reviewed and considered all information Investor deems relevant (including the Memorandum and the documents filed by the Company with the SEC) in making an informed decision to purchase the Shares.

(b) Investor is purchasing the Shares in the ordinary course of its business for its own account for investment only and with no present intention of distributing the Shares or any arrangement or understanding with any other persons regarding the distribution of the Shares.

(c) Investor shall not, directly or indirectly, offer, sell, pledge, transfer or otherwise dispose of (or solicit any offers to buy, purchase or otherwise acquire or take a pledge of) any of the securities purchased hereunder except in compliance with the Securities Act, applicable Blue Sky laws, and the rules and regulations promulgated thereunder.

(d) Investor has completed or caused to be completed the information requested on the Investor's counterpart execution page and the Investors Questionnaire, and the answers thereto are true and correct as of the date hereof and will be true and correct as of the effective date of the Registration Statement (provided that Investor shall be entitled to update such information by providing notice thereof to the Company prior to the effective date of such Registration Statement).

(e) Investor has, in connection with its decision to purchase the Shares, relied with respect to the Company and its affairs solely upon the Memorandum and the representations and warranties of the Company contained herein.

(f) Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D promulgated under the Securities Act.

(g) Investor has full right, power, authority and capacity to enter into this Subscription Agreement and to perform the transactions contemplated hereby and thereby. This Subscription Agreement has been duly authorized, executed and delivered by the Investor. Assuming due authorization, execution and delivery by each of the other parties hereto and thereto, this Subscription Agreement is a valid and binding obligation of Investor, enforceable in accordance with their terms.

5.2 Ability to Bear Risk. Investor is able to bear the economic risk of holding the Shares for an indefinite period, including the loss of Investor's entire investment. The Shares were not offered or sold to Investor by any form of general solicitation or advertising.

5.3 Independent Advice. Investor understands that nothing in the Memorandum, this Subscription Agreement or any other materials presented to Investor in connection with the purchase and sale of the Shares constitutes legal, tax or investment advice and that no independent legal counsel retained by the Company has reviewed these documents and materials on Investor's behalf. Investor has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares.

5.4 No Transferability. Investor understands that: (a) the Shares shall not be transferable in the absence of registration under the Securities Act or an exemption therefrom or in the absence of compliance with any term of this Subscription Agreement; (b) the Company shall provide stop transfer instructions to its transfer agent with respect to the Shares in order to enforce the restrictions contained in this Section 5.4; and (c) each certificate representing Shares shall be in the name of Investor and shall bear substantially the following legends (in addition to any legends required under applicable securities laws):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY JURISDICTION, AND MAY ONLY BE SOLD, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR IF SUBSEQUENTLY REGISTERED UNDER THE

SECURITIES ACT AND REGISTERED OR QUALIFIED UNDER ANY APPLICABLE STATE SECURITIES LAWS, UNLESS EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION REQUIREMENTS ARE AVAILABLE."

The legend contained in this Section 5.4 may be removed from a stock certificate immediately upon receipt by the Company's transfer agent of a certificate substantially in the form of Appendix II attached hereto and such other documentation as the Company's transfer agent may routinely require, including, but not limited to, an opinion of counsel. Notwithstanding the foregoing, such Shares must be held in certificated form until such Shares have been sold in accordance with the provisions of Appendix II attached hereto.

6. Conditions To Company's Obligations At The Closing.

The Company's obligations to complete the sale and issuance of the Shares and to deliver Shares to each Investor, individually, as set forth in the Schedule of Investors shall be subject to the following conditions (to the extent not waived by the Company):

6.1 Escrow Agreement. The Escrow Agreement shall have been executed and delivered by all of the parties thereto.

6.2 Representations and Warranties Correct. The representations and warranties made by such Investor in Section 5 hereof shall be true and correct when made, and shall be true and correct on the Closing.

6.3 Delivery of Purchase Price. The purchase price for the Shares being purchased shall have been delivered by all of the Investors.

7. Conditions To Investors' Obligations At The Closing.

Each Investor's obligation to accept delivery of the Shares and to pay for the Shares shall be subject to the following conditions (to the extent not waived by such Investor):

7.1 Escrow Agreement. The Escrow Agreement shall have been executed and delivered by all of the parties thereto.

7.2 Representations and Warranties Correct. The representations and warranties made by the Company in Section 4 shall be true and correct when made and as of the Closing and each Investor shall have received a certificate signed by the chief executive officer and chief financial officer of the Company, or such other officers of the Company as agreed upon by the parties hereto, that each of such representations and warranties, as appropriate, is true and correct in all material respects on and as of the Closing with the same effect as though such representations and warranties had been made or given on and as of the Closing (except for any representations and warranties given as of a specified date), and that such party has performed and complied in all material respects with all of its obligations under this Subscription Agreement which are to be performed or complied with on or prior to the Closing.

7.3 Legal Opinion. Investors shall have received from O'Melveny & Myers LLP, counsel to the Company, an opinion letter addressed to the Investors, dated as of the date of Closing, in a form acceptable to the Placement Agent and its counsel, subject to customary assumptions and qualifications.

8. Registration Rights.

8.1 Registration Rights. The Company agrees to file a Registration Statement with the SEC for the resale of the Shares as soon as reasonably practicable following the Closing, but in no event more than ninety (90) days after the Closing. Subject to the provisions of this Subscription Agreement, the Company shall use its reasonable best efforts to effect such Registration Statement with the SEC as promptly as shall be practicable. For the purposes of this Subscription Agreement: (A) "Registrable Shares" means the Shares issued and acquired pursuant to this Subscription Agreement (and including any shares issued in connection with any split or dividend in respect of any such shares); provided, however, that any such Share will cease to be a Registrable Share when (1) a Registration Statement covering a Registrable Share has been declared effective by the SEC and such Share has been disposed of by the Investors pursuant to such effective Registration Statement, (2) the Registrable Share is transferred to another person, (3) such share (after initial issuance) is held by the Company or otherwise ceases to be outstanding, or (4) such share may be traded without restriction pursuant to paragraph (k) of Rule 144, if applicable; and (B) "Registration Statement" means any registration statement or comparable document under the Securities Act through which a public sale or disposition of the Registrable Shares may be registered, including the prospectus, amendments and supplements to such registration statement, all exhibits, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

8.2 Suspension Of Effectiveness. The Company's obligations under Section 8.1 above shall not restrict its ability to suspend the effectiveness of, or direct the Investors not to offer or sell securities under, any Registration Statement, at any time, for such reasonable period of time which the Company believes is necessary to prevent the premature disclosure of any events or information having a material effect on the Company. In addition, the Company shall not be required to keep any Registration Statement effective, or may, without suspending such effectiveness, instruct the Investors not to sell such securities, during any period during which the Company is instructed, directed, ordered or otherwise requested by any governmental agency or self-regulatory organization to stop or suspend such trading or sales.

8.3 Holdback Agreement. In the event of any filing of a prospectus supplement or the commencement of an underwritten public distribution of the Company's Common Shares under a Registration Statement, whether or not Registrable Shares are included, the Investors agree not to effect any public sale or distribution of the Shares (except as part of such underwritten public distribution), including a sale pursuant to Rule 144 or Rule 144A under the Securities Act, during a period designated by the Company in a written notice duly given to the Investors, which period shall commence up to 14 days prior to the effective date of any such filing of such prospectus supplement or the commencement of such underwritten public distribution of such Common Shares under a Registration Statement and shall continue for up to 134 consecutive days.

8.4 Registration Procedures. Except as otherwise expressly provided herein, in connection with any registration of Registrable Shares pursuant to this Subscription Agreement, the Company shall, as expeditiously as possible:

(a) prepare and file with the SEC a Registration Statement with respect to such Registrable Shares and use its reasonable best efforts to cause such Registration Statement to become effective as soon as practicable thereafter; and before filing a Registration Statement or prospectus or any amendments or supplements thereto, furnish to the Investors copies of such Registration Statement and such other documents as proposed to be filed (including copies of any document to be incorporated by reference therein), and thereafter furnish to the Investors such number of copies as may be reasonably requested in writing by the Investors of such Registration Statement, each amendment and supplement thereto (including copies of any document to be incorporated by reference therein), including all exhibits thereto, the prospectus included in such Registration Statement (including each preliminary prospectus), and, promptly after the effectiveness of a Registration Statement, the definitive final prospectus filed with the SEC;

(b) notify the Investors, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of any event as a result of which the prospectus included in such Registration Statement (including any document to be incorporated by reference therein) contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading and, at the request of the Investors, the Company shall prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Shares, such prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and promptly make available to the Investors any such supplement or amendment;

(c) notify the Investors and the managing underwriters, if any, promptly, and (if requested by any such Person) confirm such advice in writing, (i) when the Registration Statement, the prospectus or any prospectus supplement or post-effective amendment has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective, (ii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any preliminary prospectus or the initiation of any proceedings for that purpose and the Company shall promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued and (iii) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Registrable Shares for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose.

The Company may require the Investors to furnish to the Company such information regarding themselves and the distribution of such Registrable Shares as the Company may from time to time reasonably request in writing and such other information as may be legally required in connection with such registration. The Investors agree, by their acquisition of Registrable Shares and their acceptance of the benefits provided to it hereunder, to furnish promptly to the Company all information required to be disclosed in order to make any previously furnished

information not materially misleading. All Investors proposing to distribute their Registrable Shares through such underwriting shall (together with the Company) enter into an underwriting agreement in customary form with the underwriter or underwriters selected by the Company for such underwriting and shall provide to such underwriter or underwriters any opinions and certificates, and any indemnification with respect to such Investor as reasonably required by such underwriter or underwriters.

The Investors agree that upon receipt of any notice from the Company of the happening of any event of the kind described herein requiring the cessation of the distribution of a prospectus or the distribution of a supplemented or amended prospectus, the Investors will forthwith discontinue disposition of Registrable Shares pursuant to the Registration Statement covering such Registrable Shares until the Investors' receipt of the copies of the supplemented or amended prospectus contemplated by this Subscription Agreement, or until it is advised in writing by the Company that the use of the prospectus may be resumed, and, if so directed by the Company, the Investors will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in the Investors' possession, of the prospectus covering such Registrable Shares current at the time of receipt of such notice.

8.5 Registration Expenses. All expenses incident to the Company's performance of or compliance with the registration of shares pursuant to this Subscription Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel of the Company and counsel for the underwriters in connection with "blue sky" qualifications of the Registrable Shares), fees and expenses associated with filings required to be made with the National Association of Securities Dealers, Inc., and with listing on any national securities exchange or exchanges in which listing may be sought, printing expenses, messenger and delivery expenses, fees and expenses of counsel for the Company and its independent certified public accountants, securities acts liability insurance (if the Company elects to obtain such insurance), the fees and expenses of any special experts retained by the Company in connection with such registration, and fees and expenses of other persons retained by the Company (all such expenses being herein called "Registration Expenses") will be borne by the Company; provided that in no event shall Registration Expenses payable by the Company include any (i) underwriting discounts, commissions, or fees attributable to the sale of Registrable Shares, (ii) fees and expenses of any counsel, accountants, or other persons retained or employed by the Investors or underwriters, or (iii) transfer taxes, if any.

9. ARBITRATION.

9.1 Scope. Resolution of any and all disputes arising from or in connection with the Agreements, whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Disputes"), shall be exclusively governed by and settled in accordance with the provisions of this Section 9; provided, that the foregoing shall not preclude equitable or other judicial relief to enforce the provisions hereof or to preserve the status quo pending resolution of Disputes hereunder.

9.2 Binding Arbitration. The parties hereby agree to submit all Disputes to arbitration for final and binding resolution. Either party may initiate such arbitration by delivery

of a demand therefor (the "Arbitration Demand") to the other party. The arbitration shall be conducted in Los Angeles, California by a sole arbitrator selected by agreement of the parties not later than 10 days after delivery of the Arbitration Demand, or, failing such agreement, appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time (the "AAA Rules"). If the arbitrator becomes unable to serve, his successor(s) shall be similarly selected or appointed.

9.3 Procedure. The arbitration shall be conducted pursuant to the Federal Arbitration Act and such procedures as the parties may agree or, in the absence of or failing such agreement, pursuant to the AAA Rules. Notwithstanding the foregoing, (a) each party shall have the right to conduct limited discovery of information relevant to the Dispute; (b) each party shall provide to the other, reasonably in advance of any hearing, copies of all documents that a party intends to present in such hearing; (c) all hearings shall be conducted on an expedited schedule; and (d) all proceedings shall be confidential, except that either party may at its expense make a stenographic record thereof.

9.4 Timing. The arbitrator shall use best efforts to complete all hearings not later than 90 days after his or her selection or appointment, and shall use best efforts to make a final award not later than 30 days thereafter. The arbitrator shall apportion all costs and expenses of the arbitration, including the arbitrator's fees and expenses, and fees and expenses of experts ("Arbitration Costs") between the prevailing and non-prevailing party as the arbitrator shall deem fair and reasonable. In circumstances where a Dispute has been asserted or defended against on grounds that the arbitrator deems manifestly unreasonable, the arbitrator may assess all Arbitration Costs against the non-prevailing party and may include in the award the prevailing party's attorney's fees and expenses in connection with any and all proceedings under this Section 9. Notwithstanding the foregoing, in no event may the arbitrator award multiple or punitive damages.

10. Miscellaneous.

10.1 Waivers and Amendments. Neither this Subscription Agreement nor any provision hereof may be changed, waived, discharged, terminated, modified or amended except upon the written consent of the Company and holders of at least a majority of the Shares, or, in the case of non-material or ministerial amendments, upon the written consent of the Company and the Placement Agent.

10.2 Headings. The headings of the various sections of this Subscription Agreement have been inserted for convenience of reference only and shall not be deemed to be part of this Subscription Agreement.

10.3 Broker's Fee. The Company and each Investor (severally and not jointly) hereby represent that, except for amounts to be paid to the Placement Agent by the Company, there are no brokers or finders entitled to compensation in connection with the sale of the Shares, and shall indemnify each other for any such fees for which they are responsible.

10.4 Severability. In case any provision contained in this Subscription Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability

of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

10.5 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) upon receipt when sent by first-class registered or certified mail, return receipt requested, postage prepaid, or (d) upon receipt after deposit with a nationally recognized overnight express courier, postage prepaid, specifying next day delivery with written verification of receipt. All communications shall be sent to the party to be notified at the address as set forth below or at such other address as such party may designate by ten (10) days advance written notice to the Company. All communications shall be addressed as follows:

(a) if to the Company, to:

Amerigon Incorporated
5462 Irwindale Avenue
Irwindale, California 91706
Telephone: (626) 815-7400
Facsimile: (626) 815-7401
Attention: Chief Executive Officer

with a copy so mailed to:

O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Telephone: (213) 430-6000
Facsimile: (213) 430-6407
Attention: John A. Laco

(b) if to the Investors, at the address as set forth on the Counterpart Execution Page of this Subscription Agreement.

10.6 Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to contracts entered into and performed entirely in California by California residents, without regard to conflicts of law principles.

10.7 Counterparts. This Subscription Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument, and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other parties.

10.8 Survival of Representations, Warranties and Agreements. Notwithstanding any investigation made by any party to this Subscription Agreement, all covenants, agreements, representations and warranties made by the Company and each Investor herein and in the

certificates for the securities delivered pursuant hereto shall survive the execution of this Subscription Agreement, the delivery to the Investors of the Shares and the payment therefor until 90 days after the Closing.

10.9 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. Neither the terms "successors" nor "assigns" as used herein shall include any entity or person who purchases Shares from any Investor after the Closing and is not an affiliate of an Investor.

10.10 Entire Agreement. This Subscription Agreement and other documents delivered pursuant hereto, including the exhibits, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.

10.11 Payment of Fees and Expenses. Each of the Company and the Investors shall bear its own expenses and legal fees incurred on its behalf with respect to this Subscription Agreement and the transactions contemplated hereby (the "Offering"); provided, however, that the Company shall bear the costs in connection with the Registration Statement as described in Section 8.5 and shall reimburse the Placement Agent for certain fees and expenses incurred by the Placement Agent in connection with the Offering, as set forth in the engagement letter with the Placement Agent. Each Investor acknowledges that the Placement Agent will receive a commission in the amount described in the Memorandum and hereby authorize the Placement Agent to deduct the amount of such commission from the gross proceeds payable to the Company from the sale of the Shares hereunder. If any action at law or in equity is necessary to enforce or interpret the terms of this Subscription Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

10.12 Confidentiality. Each Investor acknowledges and agrees that any information or data it has acquired from the Company, not otherwise properly in the public domain, was received in confidence. Except to the extent authorized by the Company and required by any federal or state law, rule or regulation or any decision or order of any court or regulatory authority, Investor agrees that it will refrain from disclosing any such information to any person other than to any agent, attorneys, accountants, employees, officers and directors of Investor who need to know such information in connection with Investors' purchase of the Shares, and who agree to be bound by the confidentiality provisions of this Subscription Agreement. In the event that Investor or its agents are required by federal or state or other law, rule or regulation or any decision or order of any court or regulatory authority to release such information, it shall give the Company sufficient prior notice so that the Company may seek a stay or other release or waiver from disclosing such information. Each Investor agrees not to use to the detriment of the Company or for the benefit of any other person or persons, or misuse in any way, any confidential information of the Company.

10.13 Knowledge. The phrases "knowledge," "to the Company's knowledge," "to our knowledge," "of which the Company is aware" and similar language as used herein shall mean the actual knowledge and current awareness, or knowledge which a reasonable person would have acquired following a reasonable investigation, of Richard Weisbart and Dr. Lon E. Bell;

provided, however, that the term "actual knowledge of the Company" shall mean the actual knowledge and current awareness of Richard Weisbart and Dr. Lon E. Bell.

If this Subscription Agreement is satisfactory to you, please so indicate by signing the acceptance on a counterpart execution page to this Subscription Agreement and return such counterpart to the Company whereupon this Subscription Agreement will become binding between us in accordance with its terms.

Amerigon Incorporated,
a California corporation

By:

Name:
Title:

Common Shares Subscription Agreement
Counterpart Execution Page

By signing below, the undersigned agrees to the terms of the Amerigon Incorporated Common Shares Subscription Agreement and to purchase the number of Shares set forth below.

Number of Shares being purchased:

INVESTOR:

By:

Name:
Title:

Address:

Facsimile:

Please complete the following:

1. The exact name that your Shares are to be registered in (this is the name that will appear on your Shares certificate(s)). You may use a nominee name if appropriate: ---

2. The relationship between the purchaser of the Shares and the Registered Holder listed in response to item 1 above: ---

3. The mailing address and facsimile number of the Registered Holder listed in response to item 1 above (if different from above): ---
Facsimile:
---

4. (For United States Investors:) The Social Security Number or Tax Identification Number of the Registered Holder listed in the response to item 1 above: ---

Common Shares Subscription Agreement
Signature Page

APPENDIX II

AMERIGON INCORPORATED
INVESTORS'S CERTIFICATE OF RESALE OF THE SHARES

The undersigned, an officer of, or other person duly authorized by

- ---------- hereby certifies that he/
[fill in official name of individual or institution]

she [said institution] is the purchaser of the Shares evidenced by the attached

stock certificate(s) and as such, sold such Shares on [date]
----

in accordance with registration statement number ---------- and the
[fill in the number of or otherwise identify registration statement]
requirement of delivering a current prospectus and current annual, quarterly and reports (Forms 10-K, 10-Q, and 8-K) by the Company has been complied with in connection with such sale.

Print or Type:

Name of Investor (Individual or Institution):

Name of Individual representing Investor
(if an Institution):

Title of Individual representing Investor
(if an Institution):

Signature by:

Individual Investor or Individual
representing Investor:

EXHIBIT 1.2

ESCROW AGREEMENT

Amerigon, Inc., a California corporation ("Issuer"), California Bank and Trust ("Escrow Agent")and, Roth Capital Partners, Inc. ("Placement Agent"), mutually agree as follows:

1. Purpose. The purpose of this Agreement is to provide an arrangement that will ensure that proceeds from the sale of the Issuer's Class A Common Stock Shares (the "Common Shares")under its offering pursuant to Regulation D under the Rules and Regulations of the Securities Act of 1933, as amended (the "Offering"), will not be disbursed until at least the Escrow Amount (as defined below)has been received from the sale of the Common Shares and is available to the Issuer, and if such amount has not been received by the date specified below, that such funds as have been received for the Common Shares will be returned to the proposed purchasers and the conditional securities transactions terminated.

2. Escrow Amount. The minimum amount which must be deposited with the Escrow Agent before any delivery to the Issuer and the Placement Agent of proceeds from the sale of the Common Shares shall be $25,000 and is called the "Escrow Amount." Additional amounts above the Escrow Amount shall also be disbursed in accordance with Section 11.

3. Appointment. The Issuer hereby appoints the Escrow Agent to serve as Escrow Agent for the purposes set forth herein and the Escrow Agent hereby accepts the appointment. The Placement Agent hereby agrees to such appointment.

4. Delivery of Proceeds. The Placement Agent shall promptly deliver, or cause to be wired or deposited, by noon of the business day following receipt, to the Escrow Agent in accordance with Rule 15c2-4 under the Securities Exchange Act of 1934, as amended, all proceeds from the sale of the Issuer's Common Shares under the Offering. In no event shall the Escrow Agent accept delivery of any proceeds, whether from the Placement Agent or any other person or entity, after the Escrow Agent has been notified by the Issuer or the Placement Agent to stop accepting delivery of proceeds.

5. Check Collection Procedure; Rejected Purchasers. The Escrow Agent is hereby authorized to forward any and all checks received for collection and, upon collection of proceeds of each such check, deposit the collected proceeds in the Escrow Account. "Collection" shall mean the normal process by which a bank clears checks and collects funds thereon.

Any check returned unpaid to the Escrow Agent shall be held by the Escrow Agent pending instructions from the Issuer and the Placement Agent. In such cases, the Escrow Agent will promptly notify the Issuer and the Placement Agent of such return. Prior to disbursement of proceeds under Section 11, Escrow Agent shall charge back any returned item against the escrow account (defined below).

If the Issuer or Placement Agent rejects any or all offers to purchase shares of the Common Shares and delivers written instruction of such rejection to the Escrow Agent, (i)if the Escrow Agent has already received such funds by wire transfer or collected a proposed purchaser's funds, the Escrow Agent shall promptly issue a refund check to each rejected proposed purchaser in an amount equal to such rejected proposed purchaser's deposit, without interest thereon, (ii) if the Escrow Agent has not yet collected funds but has submitted a rejected proposed purchaser's check for

collection, the Escrow Agent shall promptly issue a check in the amount of the proposed purchaser's check to the rejected proposed purchaser after clearance of such funds, and (iii)if the Escrow Agent has not yet submitted a rejected proposed purchaser's check for collection, the Escrow Agent shall promptly remit the rejected proposed purchaser's check directly to the rejected proposed purchaser. The Placement Agent must supply information to the Escrow Agent, in accordance with Section 12 sufficient for the Escrow Agent to perform its duties here under.

6. Separate Account. All moneys delivered to or collected by the Escrow Agent pursuant to this Agreement shall be deposited immediately by the Escrow Agent in a separate interest bearing account designated substantially as follows: "Amerigon, Inc. Escrow Account" (hereinafter sometimes referred to as "Escrow Account"). The Escrow Agent will provide its standard account statements to the Issuer and Placement Agent at terms mutually acceptable to all parties.

7. Nature of Escrow Account. The Escrow account will be an interest bearing deposit account.

8. Inspection. The parties agree that all records relating to transactions made pursuant to this Agreement and the Escrow Account shall be available, at all reasonable times, for inspection, examination and reproduction by the securities authorities in any state in which this Offering is registered, such person's delegate or representative, or any party hereto, or any representative of any of the parties hereto, and such persons are authorized to examine and audit the Escrow Account pursuant hereto and the Escrow Agent hereby is expressly authorized and directed to permit such examination and audit.

9. Ownership of Fund. Until the Escrow Amount is disbursed as provided in paragraph 11 hereof, all amounts deposited in the Escrow Account shall be considered the property of the various proposed purchasers of the Common Shares proportioned to the amount contributed by each proposed purchaser; provided, however, that no purchaser shall have the right to withdraw, revoke or rescind its deposit without the prior written consent of the Issuer and the Placement Agent. The proceeds from the sale of such shares of Common Shares pursuant to the Offering shall not become the property or assets of the Issuer or Placement Agent, nor subject to their debts or obligations, unless and until the Escrow Amount has been disbursed to them.

10. Term. If the Escrow Amount is not deposited and collected on or before September 1, 2000, (which period may be extended for periods in the aggregate not to exceed an additional 60 days upon mutual written consent of the Issuer and the Placement Agent), the Escrow Agent shall comply with instructions from each proposed purchaser for the return to such proposed purchaser of the amount of money paid and deposited by such proposed purchaser into the Escrow Account, without interest thereon, and the disbursement shall be the property of such purchaser, free and clear of any and all claims of the parties hereto (other than returned check claims, if any, by the Escrow Agent)or of any of their creditors. At such time as the Escrow Amount and any additional funds deposited are either disbursed in accordance with paragraph 11 hereof or returned to the purchasers, the Escrow Agent shall be completely discharged and released of any and all further liabilities and obligations hereunder.

11. Disbursement of Funds. After the Escrow Amount has been deposited and collected by the Escrow Agent, and after the conditions set forth in the last sentence of this paragraph 11 have been satisfied, the Escrow Agent shall promptly distribute, in immediately available funds, any funds and any accumulated interest in the Escrow Account in accordance with written instructions delivered to the Escrow Agent signed by the Issuer and the Placement Agent. The Issuer and the Placement Agent agree that the Escrow Agent needs no further written or other authority to distribute such funds. The Escrow Agent shall disburse such funds by delivery of a cashier's check or by wire transfer, as instructed by the Issuer and Placement Agent, respectively. The Issuer and Placement Agent agree that no certificates evidencing securities comprising the shares of Common Shares which were purchased (other than confirmations of sale)shall be issued except simultaneously with the release of the funds from the Escrow Account to the Issuer and Placement Agent; provided, however, that the Escrow Agent has no duty to verify the foregoing. Funds shall not be released by the Escrow Agent to the Issuer or Placement Agent unless (i)the Placement Agent acknowledges in writing to the Escrow Agent that either it or the purchasers have received, or the Placement Agent has made arrangements satisfactory to it for it or the purchasers to receive stock certificates evidencing the securities comprising the shares of Common Shares purchased with the amounts deposited in the Escrow Account, (ii) the Placement Agent acknowledges in writing to the Escrow Agent that each purchaser has entered into a subscription agreement acceptable to the Placement Agent and Issuer and (iii) the Placement Agent has received a certificate signed as of the date of each closing by the executive officers of the Company named therein in a form reasonable acceptable to the Placement Agent.

12. Escrow Agent's Responsibility. The parties agree to provide to the Escrow Agent all information necessary to facilitate the administration of this Agreement and the Escrow Agent may rely upon any representation so made. Nothing contained in this Agreement shall constitute the Escrow Agent as trustee for any party hereto or impose on the Escrow Agent any duties or obligations other than those for which there is an express provision herein. Except as provided herein, the Escrow Agent shall have no responsibility or liability for delivery of the Escrow Amount. For all purposes connected herewith the Escrow Agent shall be entitled to assume that the parties hereto are exclusively entitled to their share of the Escrow Amount in accordance with this Agreement and are fully authorized and empowered, without affecting the rights of any third parties, to appoint the Escrow Agent as the Escrow Agent in accordance with the terms and provisions hereof. The Escrow Agent shall be obliged to render statements of account only with respect to the Escrow Amount deposited to the parties referred to herein and the Escrow Agent shall not be under any obligation to render any statements of account to any third parties unless the Escrow Agent so consents in writing. The Issuer will not make any reference to California Bank and Trust in connection with the Offering except with respect to its role as Escrow Agent hereunder; and in no event will the Issuer state or imply that Escrow Agent has investigated or endorsed the Offering in any manner whatsoever.

13. Limitations on Liability. It is understood that the Escrow Agent shall incur no liability, except for acts of gross negligence or willful misconduct, and be under no obligation to take any steps or action to assure that any funds are actually received by the Escrow Agent. None of the provisions hereof shall be construed so as to require the Escrow Agent to expend or risk any of its own funds or otherwise incur any liability in the performance of it duties under this Agreement and it shall be under no obligation to make any payment before all times for returns have expired and except out of the funds received, after deduction of its fees and expenses. The Escrow Agent shall

incur no liability if it becomes illegal or impossible to carry out any of the provisions herein. The Escrow Agent shall not be required to take or be bound by notice of default of any person, or to take any action with respect to such default involving any expense or liability, unless written notice of such default is given to the Escrow Agent by the undersigned or any of them, and unless the Escrow Agent is indemnified in a manner satisfactory to it against such expense or liability. The Escrow Agent shall not be liable to any party hereto in acting upon any written notice, request, waiver, consent, receipt or other paper or document believed by the Escrow Agent to be signed by the proper party or parties. The Escrow Agent will be entitled to treat as genuine and as the document it purports to be any letter, paper, telex or other document furnished or caused to be furnished to the Escrow Agent. The Escrow Agent shall have no liability with respect to any good faith action taken or allowed by it hereunder, except for acts of gross negligence or willful misconduct. The Escrow Agent shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith or for any mistake or fact or law, except for acts of gross negligence or willful misconduct, or for anything which it may do or refrain from doing in connection herewith, and the Escrow Agent shall have no duties to anyone except those signing this Agreement. The Escrow Agent may consult with legal counsel in the event of any dispute or questions as the interpretation or construction of this Agreement or the Escrow Agent's duties hereunder. In addition, the Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of counsel, except for acts of gross negligence or willful misconduct. In the event of any disagreement between the undersigned or any person or persons named in this Agreement, and any other person, resulting in adverse claims and demands being made in connection with or for any money involved herein or effected hereby, the Escrow Agent shall be entitled at its option to refuse to comply with any such claims or demands, so long as such disagreement shall continue, and in so doing the Escrow Agent shall not be or become liable for damages or interest to the undersigned or any of them, or to any person named in this Agreement, for its refusal to comply with such conflicting or adverse demands; and the Escrow Agent shall be entitled to continue so to refrain and refrain and refuse so to act until (i) the rights of the adverse claimants have been finally adjudicated in a court or by arbitration as set forth below assuming and having jurisdiction of the parties and the money involved herein and affected hereby; or (ii) all differences have been adjudicated by agreement and the Escrow Agent has been notified thereof in writing by all of the persons interested.

14. Resignation of the Escrow Agent. The Escrow Agent reserves the right to resign as the Escrow Agent at any time by giving thirty (30) business days written notice thereof to all parties at the last known address. Upon notice or resignation by the Escrow Agent, the undersigned agree that the Escrow Agent may deliver the deposited funds, upon payment in full of all fees due the Escrow Agent to such replacement Escrow Agent. If no notice is promptly received from the undersigned and the replacement Escrow Agent, the Escrow Agent may petition any court of competent jurisdiction for disposition of the assets and the Escrow Agent shall thereby be released from any and all responsibility and liability to the parties hereto.

15. Governing Law and Captions. This Agreement shall be governed and interpreted by the laws of the State of California. The captions in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect the construction or effect of this Agreement.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Amendments, Modifications, etc. This Agreement may be amended, modified, superseded or canceled only by a written instrument executed by the Issuer and the Placement Agent and consented to in writing by the Escrow Agent. Any of the terms and conditions hereof may be waived only by a written instrument executed by the party waiving compliance therewith. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same. No waiver by any party of any condition, or of the breach of any terms, of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or breach of any other term of this Agreement.

18. Notices. All notices hereunder shall be made in writing to the parties at the addresses listed below or at such other address as shall be given by mail with postage paid and certified or registered or by facsimile or personal delivery to the respective parties and three (3) days following the date of such mailing or the date of such facsimile or personal delivery, shall be deemed the date of the giving of such notice.

AMERIGON, INC.
5462 Irwindale Avenue
Irwindale, CA 91706
Attn: Rick Weisbart, President and CEO
Facsimile: (626)815-7401

CALIFORNIA BANK AND TRUST
1940 Century Park East
Los Angeles, CA 90067
Attn: Imran Dadabhoy, Vice President &Regional Sales Manager
Facsimile: (310)407-6166

ROTH CAPITAL PARTNERS, INC.
24 Corporate Plaza
Newport Beach, CA 92660
Attn: Michael R. Toomey, Principal
Facsimile: (949)720-7223

Dated:

AMERIGON, INC.
(Issuer)

By: Rick Weisbart, President and CEO

_____
(Signature)

CALIFORNIA BANK AND TRUST
(Escrow Agent)

By: Imran Dadabhoy, Vice President &
Regional Sales Manager

_____
(Signature)

ROTH CAPITAL PARTNERS, INC.
(Placement Agent)

By: Michael R. Toomey, Principal

_____
(Signature)

EXHIBIT 5.1

[LETTERHEAD OF O'MELVENY & MYERS LLP]

June 29, 2000

Amerigon Incorporated
5462 Irwindale Avenue
Irwindale, CA 91706

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

At your request, we have examined the Registration Statement on Form S-3 (the "Registration Statement") to be filed by you with the Securities and Exchange Commission on June 29, 2000 in connection with the registration under the Securities Act of 1933, as amended, of 2,500,000 shares of your Common Stock (the "Shares").

We are familiar with the proceedings heretofore taken by you in connection with the authorization, issuance and sale of the Shares.

It is our opinion that the Shares are legally and validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement.

Respectfully submitted,

/s/ O'Melveny & Myers LLP

EXHIBIT 23.1

CONSENT OF INDEPENDENT ACCOUNTANTS

We hereby consent to the incorporation by reference in the Registration Statement on Form S-3 of our report dated February 4, 2000, except for Note 10, as to which the date is March 30, 2000 and for Note 17, as to which the date is March 27, 2000, relating to the financial statements and financial statement schedule, which appears in Amerigon Incorporated's Annual Report on Form 10-K for the year ended December 31, 1999. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
- ------------------------------

Costa Mesa, California
PricewaterhouseCoopers LLP

June 28, 2000