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AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON AUGUST 30, 2004
REGISTRATION NO. 333-_____

UNITED STATES
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)**

500 Town Center Drive, Suite 200
Dearborn, Michigan 48126
(313) 336-3000
(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

Daniel R. Coker
Chief Executive Officer
Amerigon Incorporated
500 Town Center Drive, Suite 200
Dearborn, Michigan 48126
(313) 336-3000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

COPIES OF COMMUNICATIONS TO:

Kenneth Phillips
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, Michigan 48226-3506
(313) 465-7658

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 other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

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	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(2)	AMOUNT OF REGISTRATION FEE
Common Stock, no par value per share	7,067,596	$3.79	$26,750,850	$3,389.33

(1) Includes 691,326 of shares of common stock issuable upon exercise of certain warrants and 5,373,134 shares of common stock issuable upon conversion of preferred shares held by the selling securityholders.

(2) 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 August 27, 2004.

In addition to the shares of common stock set forth on the Calculation of Registration Fee Table, pursuant to Rule 416 of the Securities Act, this registration statement also registers such additional number of shares of common stock as may become issuable as a result of stock splits, stock dividends or similar transactions.

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.

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PROSPECTUS

AMERIGON INCORPORATED

7,067,596
Shares of
Common Stock

This prospectus relates to resale by the selling shareholders of shares of our common stock, no par value per share, issuable from time to time, including:

- 1,003,136 shares of our outstanding common stock;
- 691,326 shares of our common stock issuable upon the exercise of warrants; and
- 5,373,134 shares of our common stock issuable upon the conversion of preferred stock.

These shares of common stock, warrants to purchase common stock and/or shares of preferred stock were issued by Amerigon to the following entities, who we refer to in this prospectus as the selling securityholders: Big Beaver Investments, LLC, Ferrotec Corporation, Westar Capital Partners II, Roth Capital Partners, LLC and Ford Motor Company in various private placements. See “Selling Securityholders.” This offering is not being underwritten.

We will not receive any proceeds from the sale of these shares. Upon the exercise of warrants by payment of cash, however, we will receive the exercise price of the warrants as follows:

Number of Common Shares	Exercise Price per Share
216,690	$ 5.75
188,000	$ 5.00
108,345	$ 2.75
11,624	$ 2.67
166,667	$ 1.50

The selling securityholders identified in this prospectus (which term as used herein also includes the selling securityholders’ pledgees, donees, transferees or other successors-in-interest) may offer the shares from time to time through public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices.

Amerigon Incorporated’s common stock is traded on The Nasdaq SmallCap Market under the ticker symbol “ARGN.” On August 27, 2004, the closing sale price of the common stock, as reported by Nasdaq, was $3.76 per share. You are urged to obtain current market quotations for our common stock.

INVESTING IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. SEE “RISK FACTORS” BEGINNING ON PAGE 5 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 August 30, 2004.

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You should rely only on the information contained in this prospectus. Neither Amerigon Incorporated nor any selling securityholder, broker, dealer or agent has authorized anyone to provide you with different or additional information. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of our common shares.

No action is being taken in any jurisdiction outside the United States to permit a public offering of the common shares or possession or distribution of this prospectus in any such jurisdiction. Persons who come into possession of this prospectus in jurisdictions outside the United States are required to inform themselves about and to observe the restrictions of that jurisdiction related to this offering and the distribution of this prospectus.

CAUTIONARY STATEMENT REGARDING 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, please review the information set forth under “Risk Factors” beginning on page 5.

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 subsidiaries and 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. Investors should also carefully consider the information set forth under "Risk Factors" beginning on page 5.

The Company

We design, develop and market proprietary, high-technology electronic systems for sale to automobile and truck original equipment manufacturers ("OEMs"). In 2003, we completed our fourth consecutive year of producing and selling our Climate Control Seat™ ("CCS™") product, which provides year-round comfort by providing both heating and cooling to seat occupants. Since we started commercial production, we have shipped, at the direction of the OEMs, more than 1,145,000 units of our CCS product to seven customers, Johnson Controls, Inc. ("Johnson Controls"), Lear Corporation, Bridgewater Interiors, LLC, NHK Spring Company, Ltd. ("NHK"), Marubeni Vehicle Corporation, Intier Automotive and Hyundai Motor Company ("Hyundai").

In 2003, we launched a newly designed and more efficient version of our CCS product that incorporates our new Micro Thermal Module™ ("MTM™") technology. This new generation CCS system, which is based on the Company's proprietary thermoelectric device ("TED") technology, is smaller, lighter, quieter and more versatile than its predecessor.

We have an 85% interest in BSST LLC ("BSST"). BSST is engaged in a program to improve the efficiency of thermoelectric devices and to develop, market and distribute new products based on this technology.

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 anticipated, we have focused our efforts on our CCS product, our only commercial product at the present time, and products derived from our efficient TED technology. Our principal executive offices are located at 500 Town Center Drive, Suite 200, Dearborn, Michigan 48126, (313) 336-3000.

Climate Control Seat

Our CCS product utilizes exclusive licensed and patented technology, including three of our own patents, relating to a variable temperature seat climate control system to enhance the comfort of vehicle passengers. We have additional patents pending for further improvements we have made to the CCS and TED technology. Our CCS product uses one or more solid-state TEDs, which generate heating or cooling depending upon the polarity of the current applied to the device.

A TED is the heart of a compact heat pump built by us for use in our CCS product. Air is forced through the heat pump and thermally conditioned in response to switch input from the seat occupant. The conditioned air circulates by a specially designed fan through ducts in the seat cushion and seat back, so that the surface can be heated or cooled. Each seat has individual electronic controls to adjust the level of heating or cooling. Our CCS product substantially improves comfort as compared to conventional air conditioners by focusing the cooling directly on the passenger through the seat, rather than waiting until ambient air cools the seat surface behind the passenger.

Our CCS product has reached the stage where it can be mass-produced for a particular automobile manufacturer. Since each vehicle model's seats are different, we must tailor the CCS components to meet each seat design. In the past five years, we have supplied prototype seats containing our CCS product to virtually every major automobile manufacturer and seat supplier. If a manufacturer wishes to integrate our CCS product into a seat, it provides us with automotive seats to be modified so that we can install a unit in a

prototype. The seat is then returned to the manufacturer for evaluation and testing. If a manufacturer accepts our CCS product, a program can then be launched for a particular model on a production basis, but it normally takes one to two years from the time a manufacturer decides to include our CCS product in a vehicle model to actual volume production for that vehicle. During this process, we derive minimal funding from prototype sales and generally obtain no significant revenue until mass production begins. We have active development programs on over twenty-five vehicle platforms, although we cannot be certain that our CCS product will be implemented on any of these vehicles.

In March 2000, we entered into an agreement with Ford Motor Company ("Ford"), which gives us the exclusive right to supply our CCS product to Ford's first tier 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.) through December 31, 2004. Ford is not obligated to purchase any CCS units, however, under the agreement.

Business Strategy

Our strategy is to build upon our existing relationships with automobile manufacturers and their suppliers and to become the leading provider of climate-controlled seating to the automotive marketplace. Our strategy includes the following key elements:

- Continuing to encourage automobile manufacturers to specify that their seat suppliers install our CCS product;
- Working with first tier seat suppliers to offer our product to their customers;
- Completing development of the next generation of the CCS that incorporates the MTM technology;
- Increasing global penetration with automotive companies;
- Continuing to expand our intellectual property; and
- Developing TED–based products in partnership with capable partners using proprietary, significantly more efficient TEDs through our subsidiary, BSST.

The Offering

Common stock offered by selling securityholders	7,067,596 shares [1]
Use of Proceeds	We will not receive any proceeds from the sale of shares in this offering. Upon any exercise of warrants by payment of cash, however, we will receive the exercise price of the warrants as follows:

Number of Common Shares	Exercise Price per Share
216,690	$5.75
188,000	$5.00
108,345	$2.75
11,624	$2.67
166,667	$1.50

The Nasdaq SmallCap Market symbol	“ARGN”

[1] Includes 1,003,136 shares of our outstanding common stock; 691,326 shares of our common stock issuable upon the exercise of warrants; and 5,373,134 shares of our common stock issuable upon the conversion of preferred stock.

RISK FACTORS

An investment in our common stock is highly speculative and subject to a high degree of risk. Only those who can bear the risk of the entire loss of their investment should participate. Prospective investors should carefully consider the following Risk Factors, in addition to the other information contained in this prospectus, before purchasing shares of our common stock.

Risks Relating to our Business

We are only in the early stage of commercialization and marketing of our products and our sales may not significantly increase

Although we began operations in 1991, we have only engaged in the commercial manufacturing and marketing of our products since 1999. In December 1997, we received our first production orders for our CCS product, but shipments of production units in 1998 were very small. We had product revenues of $29,042,000 in 2003, $15,271,000 in 2002, and $6,447,000 in 2001. In 1998, we were selected by Ford to supply our CCS product to Johnson Controls for installation in the 2000 model year Lincoln Navigator and our CCS product was selected by the Toyota Motor Corporation to supply NHK for installation in the 2001 model year Lexus LS 430 and Toyota Celsior luxury automobiles. In 2002 we added the Ford Expedition SUV, Lincoln Aviator SUV and LS luxury automobile and Infiniti Q45 and M45 luxury automobiles. In 2003, we added the Mercury Monterey mini van, the Cadillac XLR luxury roadster, the Cadillac DeVille luxury sedan, the Cadillac Escalade ESV SUV, the Hyundai Equus luxury sedan and the Nissan Cima luxury sedan. Our CCS product is currently being offered as an optional feature on these vehicles. There can be no assurance that additional vehicle platforms will use our CCS product, that sales will significantly increase or that we will remain profitable.

We have incurred substantial operating losses since our inception

We have incurred substantial operating losses since our inception. We had operating losses of $1,554,000 in 2003, $6,168,000 in 2002, and $7,537,000 in 2001. As of June 30, 2004, we had accumulated deficits since inception of $69,970,000. Our accumulated deficits are attributable to the historical costs of developmental and other start-up activities, including the industrial design, development and marketing of discontinued products and a significant loss incurred on a major electric vehicle development contract. Approximately $33.0 million of our accumulated deficit arose from past efforts in electric vehicles, integrated voice technology or radar, all discontinued products as of December 31, 2000.

We have been producing the CCS product since 1999 and have high fixed operating costs. Our breakeven point was approximately equal to our 2003 third and fourth quarter production levels. We will not be able to achieve a quarterly operating profit for the remainder of 2004 unless we are successful in maintaining or increasing our CCS product revenue levels.

We have incurred net losses of $1,415,000, $6,306,000, and $7,691,000 and we have used cash in operating activities of $1,867,000, $6,942,000, and $6,696,000 in 2003, 2002, and 2001, respectively.

We have funded our financial needs from inception primarily through net proceeds received through our initial public offering as well as other equity and debt financing. At June 30, 2004, we had cash and cash equivalents of $3,973,000 and net working capital of $6,009,000. Based on our current operating plan, we believe cash at June 30, 2004, along with the proceeds from future revenues, warrant exercises that have occurred since June 30, 2004, future warrant exercises and borrowings from our $3 million accounts receivable-based financing, will be sufficient to meet operating needs for the foreseeable future.

Our ability to market our products successfully depends on acceptance of our product by automotive manufacturers and consumers

We have engaged in a lengthy development process on our CCS product which involved developing a prototype for proof of concept and then adapting the basic system to actual seats provided by various automotive manufacturers and their seat suppliers. In the past four years, we have supplied prototype seats containing our CCS product to virtually every major automobile manufacturer and seat supplier. As a result of this process, we have been selected by a number of automotive manufacturers to supply a number of current vehicles.

Our ability to market our CCS product successfully depends upon the willingness of automobile manufacturers to incur the substantial expense involved in the purchase and installation of our products and systems, and, ultimately, upon the acceptance of our product by consumers. Automobile manufacturers may be reluctant to purchase key components from a small company with limited financial and other resources or continue to do business with us based on our limited resources. No assurances can be made that either automotive manufacturers or consumers will accept our CCS product.

We commenced initial production shipments to Johnson Controls for Ford in late November 1999. We are working with many other automotive manufacturers and their seat suppliers in an effort to have the CCS product included in other models commencing with the 2005 model year and beyond. We currently have active development programs on over twenty-five vehicle platforms, but no assurance can be given that our CCS product will be implemented in any of these vehicles. While we have the only actively-cooled seat available, competitors are introducing ventilated seats, which provide some of the cooled-seat attributes and are very price competitive with our CCS product. Additionally, heat only devices are readily available from our competitors.

We do not anticipate additional financing in the future

We had experienced negative cash flow from operations since our inception through the third quarter 2003 and have expended, and expect to continue to expend, substantial funds to continue our development and marketing efforts. We had negative cash flows from operations of $1,867,000 in 2003, $6,942,000 in 2002, and $6,696,000 in 2001. We have generated positive quarterly cash flow from operations of $941,000 for the quarter ended December 31, 2003, $1,653,000 for the quarter ended March 31, 2004 and $576,000 for the quarter ended June 30, 2004.

Based on our current operating plans, we believe that cash at June 30, 2004, along with proceeds from future revenues, warrant exercises that have occurred since June 30, 2004, future warrant exercises and borrowings from our $3 million accounts receivable-based financing, will be sufficient to meet operating needs for the foreseeable future. Although the actual funds that we will need to operate during this period will be determined by many factors, some of which are beyond our control, we do not anticipate the need for additional financing.

The disruption or loss of relationships with vendors and suppliers for the components for our products could materially adversely affect our business

Our ability to market and manufacture our products successfully is dependent on relationships with both third party vendors and suppliers. 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. 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. Our business and operations could also be materially adversely affected by delays in deliveries from suppliers.

The outsourcing of production to other countries entails risks of production interruption and unexpected costs

Through 2002, we had been engaged in manufacturing in California for three years, producing moderate quantities of product. We have completed the outsourcing of production to lower-cost countries in order to be price competitive and expand our market beyond the luxury vehicle segment. The shift of the 1st generation production for North American and Asian platforms to a supplier plant in Chihuahua, Mexico and the 2nd generation of production to Shanghai, China entails risk of production interruption and unexpected costs due to the extended logistics.

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 of 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.

We are not sure we will be able to persuade potential customers of the merits of our products and justify their costs to increase our sales

Because of the sophisticated nature and early stage of development of our products, we will be required to educate potential customers and demonstrate that the merits of our products justify the costs associated with such products. We have relied on, and will continue to rely on, automobile manufacturers and their dealer networks 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 continue to market our products properly so as to generate meaningful product sales increases.

The sales cycle for our products is lengthy and the lengthy cycle impedes growth in our 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, because some companies take that long to design and develop a vehicle. 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 a manufacturer develops a strong interest in our CCS product, it normally will take several years before our CCS product is available to consumers in that manufacturer's vehicles.

In the automotive components industry, products typically proceed through five stages of research and development. Initial research on the product concept comes first, to assess its technical feasibility and economic costs and benefits. This stage often includes development of an internal prototype for the component supplier's own evaluation. If the product appears feasible, the component supplier manufactures a functioning prototype to demonstrate and test the product's features. These prototypes are then marketed and sold to automotive companies for testing and evaluation. If an automobile manufacturer shows interest in the product, it typically works with the component supplier to refine the product, then purchases second and subsequent generation engineering prototypes for further evaluation. Finally, the automobile manufacturer either decides to purchase the component for a production vehicle or terminates the program.

The time required to progress through these five stages to commercialization varies widely. Generally, the more a component must be integrated with other vehicle systems, the longer the process takes. Further, products that are installed by the factory usually require extra time for evaluation because other vehicle systems are affected, and a decision to introduce the product into the vehicle is not easily reversed. Because our CCS product affects other vehicle systems and is a factory-installed item, the process takes a significant amount of time to commercialization.

Our industry is subject to intense competition and our products may be rendered obsolete by future technological developments in the industry

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, and have more extensive experience and records of successful operations than we do. Several competitors have introduced ventilated seats in an effort to respond to our proprietary cooled seat

technology. 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 our 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.

Any failure to protect our intellectual property could harm our business and competitive position

As of June 30, 2004, we owned twelve U.S. patents and had four U.S. patents pending and our subsidiary BSST owned five U.S. patents, and had seven U.S. patents pending and twenty-one foreign patents pending. We were also licensees of three patents and joint owners with Honda Motor Co. of two U.S. patents and five Japanese patent applications. We also owned twenty-four foreign patents and had twelve foreign patent applications pending. 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 meaningful competitive advantages or that 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 those 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 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.

Because of rapid technological developments in the automotive industry and the competitive nature of the market, the patent position of any component manufacturer is subject to uncertainties and may involve complex legal and factual issues. Consequently, although we either own or have licenses to certain patents, and are currently processing several additional patent applications, it is possible that no patents will issue from any pending applications or that claims allowed in any existing or future patents issued or licensed to us will be challenged, invalidated, or circumvented, or that any rights granted thereunder will not provide us adequate protection. There is an additional risk that we may be required to participate in interference proceedings to determine the priority of inventions or may be required to commence litigation to protect our rights, which could result in substantial costs.

Our products may conflict with patents that have been or may be granted to competitors or others

Other persons could bring legal actions against us claiming damages and seeking to enjoin manufacturing and marketing of our products for allegedly conflicting with patents held by them. Any such litigation could result in substantial cost to us and diversion of effort by our management and technical personnel. If any such actions are successful, in addition to any potential liability for damages, we could be required to obtain a license in order to continue to manufacture or market the affected products. There can be no assurance that we would prevail in any such action or that any license required under any such patent would be made available on acceptable terms, if at all. Failure to obtain needed patents, licenses or

proprietary information held by others may have a material adverse effect on our business. In addition, if we become involved in litigation, it could consume a substantial portion of our time and resources. We have not, however, received any notice that our products infringe on the proprietary rights of third parties.

We rely on trade secret protection through confidentiality agreements and the agreements could be breached

We also rely on trade secrets that we seek to protect, in part, through confidentiality and non-disclosure agreements with employees, customers 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 that 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 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.

Our customers typically reserve the right unilaterally to cancel contracts or reduce prices, and the exercise of such right could reduce or eliminate any financial benefit to us anticipated from such contract

Automotive customers typically reserve the right unilaterally to cancel contracts completely or to require 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 receipt 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. To date, no such costs have been reimbursed.

Our success will depend in large part on retaining key personnel, which may be affected by the relocation of our corporate offices

Our success will depend to a large extent upon the continued contributions of key personnel in Amerigon and our research and development subsidiary, BSST. The loss of the services of Dr. Lon E. Bell, the head of BSST, would have a material adverse effect on the success of BSST.

Our success will also 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 our business and we may not be successful in recruiting or retaining sufficient qualified personnel.

Our reliance on outside major contractors may impair our ability to complete certain projects and manufacture products on a timely basis

In the past we have engaged certain outside contractors to perform product assembly and other production functions for us. We believe that there are a number of outside contractors that provide services of the kind that are used by us 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 reduces our control over the manufacture of our products and makes us dependent in part upon such third parties to deliver our products in a timely manner, with satisfactory quality controls and on a competitive basis.

Our business exposes us to potential product liability risks

Our business exposes us to potential product liability risks which are inherent in the manufacturing, marketing and sale of automotive components. In particular, there are substantial warranty and liability risks associated with our products. If available, product liability insurance generally is expensive. While we presently have product liability coverage and product recall coverage at amounts we currently consider adequate, 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. 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.

Because many of the largest automotive manufacturers are located in foreign countries, our business is subject to the risks associated with foreign sales

Many of the world's largest automotive manufacturers 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.

Our use of contractors located in foreign countries will subject us to the risks of international operations

We 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.

Risks Relating to Share Ownership

Our significant shareholders control the Company

Big Beaver Investments LLC ("Big Beaver") and Westar Capital II LLC ("Westar") each own 4,500 shares of preferred stock, which are convertible into common stock at an initial conversion price of $1.675 per common share. Combined, Big Beaver and Westar have the right to elect a majority of our directors. Big Beaver and Westar each has preemptive rights on future financings, so as to maintain their percentage ownership and have registration rights. Based upon the terms

of the preferred stock, Big Beaver and Westar together in the aggregate held approximately 40% of our common equity (on an as converted basis, excluding options and warrants), as of June 30, 2004, which was reduced to approximately 37% of our common equity after the exercise of warrants on July 27, 2004.

Our quarterly results may fluctuate significantly, and our small public "float" adversely affects liquidity of our common stock and stock price

Our quarterly operating results may fluctuate significantly in the future due to such factors as acceptance of our product by automotive manufacturers and consumers, timing of our product introductions, availability and pricing of components from third parties, competition, 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 is 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.

We have anti-takeover defenses that could make it more difficult for a third party to acquire a majority of our outstanding voting stock

The preferred stock of the Company, which is outstanding, confers upon its holders the right to elect five members of the Board of Directors while the holders of common stock have the right to elect two members of the Board of Directors. In addition, the preferred stock will vote together with the shares of common stock on most matters submitted to shareholders. As of June 30, 2004, the holders of the preferred stock had approximately 40% of our voting shares and had the ability to approve or prevent any subsequent change of control, which was reduced to approximately 37% after the exercise of warrants on July 27, 2004.

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 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.

We do not anticipate paying dividends on our common stock

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

Delisting from an active trading market may adversely affect the liquidity and trading price of our common stock

Although our common stock is quoted on The Nasdaq SmallCap Market, there can be no assurance that we now, or in the future will be able to, meet all requirements for continued quotation thereon. One Nasdaq requirement is that we maintain a minimum stockholders' equity of $2,500,000, or a market capitalization of $35,000,000 of listed shares, or have had net income from continuing operations of at least $500,000 in the last fiscal year (or two of the three most recently completed fiscal years).

If we fail to meet Nasdaq's requirements on an ongoing basis, our common stock would likely be delisted from The Nasdaq SmallCap Market. In the absence of an active trading market or if our common stock cannot be traded on The Nasdaq SmallCap Market, our common stock could instead be traded on secondary markets, such as the OTC Bulletin Board. In such event, the liquidity and trading price of our common stock in the secondary market may be adversely affected. In addition, if our common stock is delisted, broker-dealers have certain regulatory burdens imposed on them which may discourage broker-dealers from effecting transactions in our common stock, further limiting the liquidity thereof.

CAPITALIZATION

The following table sets forth our capitalization as of June 30, 2004 (1) on an actual basis, and (2) on an adjusted basis to reflect an assumed conversion by the selling securityholders of all preferred stock the subject of this prospectus, an assumed exercise by the selling securityholders of all warrants the subject of this prospectus, and the assumed sale of 7,067,596 shares of common stock offered by the selling securityholders in this offering at an assumed offering price of $3.79 per share. You should read the following table along with the annual and quarterly reports, together with the financial statements and notes included in such reports, incorporated by reference into this prospectus.

	(in thousands, except share data)	
	June 30, 2004 (1)	June 30, 2004 (2)
Shareholders' equity:		
Preferred stock:		
Series A –9,000 shares authorized, 9,000 (1) and nil (2) issued and outstanding at June 30, 2004;	$ 8,267	$ —
Common stock:		
30,000,000 shares authorized, 12,980,000 (1) and 19,045,000 (2) issued and outstanding at June 30, 2004	47,911	58,943
Paid-in capital	20,202	20,202
Accumulated deficit	(69,970)	(69,970)
Total shareholders' equity	$ 6,410	$ 9,175

Subsequent to June 30, 2004, the company received $3,416,700 from the exercise of warrants. The above table does not include this amount. The warrants exercised are not covered by this prospectus since the shares issued with the exercise were the subject of a prior registration statement.

USE OF PROCEEDS

The selling securityholders will receive all of the proceeds from the sale of the common stock offered by this prospectus. We will not receive any proceeds from the sale of the shares of common stock offered by the selling securityholders pursuant to this prospectus. The selling securityholders will pay any underwriting discounts and commissions and expenses incurred by the selling securityholder for brokerage, accounting or tax services or any other expenses incurred by the selling securityholders in disposing of the shares of common stock, except as described below. We will bear all other costs, fees and expenses incurred in registering the shares of common stock covered by this prospectus, including without limitation, all registration and filing fees, Nasdaq listing fees, reasonable fees and expenses of the counsel for the selling securityholders, the reasonable expenses of the selling securityholders incurred in connection with the registration of the shares covered by this prospectus and the fees and expenses of our counsel and our accountants.

Of the 7,067,596 shares of common stock covered by this prospectus, 691,326 shares are, prior to their resale pursuant to this prospectus, issuable upon exercise of warrants. Upon the exercise of warrants by payment of cash, we will receive the exercise price of the warrants as follows:

Number of Common Shares	Exercise Price per Share
216,690	$ 5.75
188,000	$ 5.00
108,345	$ 2.75
11,624	$ 2.67
166,667	$ 1.50

To the extent we receive cash upon any exercise of the warrants, we expect to use that cash for general corporate purposes.

SELLING SECURITYHOLDERS

The shares of common stock offered pursuant to this prospectus have been issued to the selling securityholders (or their assignees) directly by us or are issuable upon conversion or exercise of securities issued by us. All 7,067,596 shares of our common stock covered by this prospectus were issued, or are isssuable upon the conversion of preferred shares or exercise of warrants, pursuant to an exemption from registration contained in Regulation D promulgated under Section 4(2) of the Securities Act.

On June 27, 2003, the Company entered into a Subscription Agreement with Ferrotec Corporation (“Ferrotec”), under which Ferrotec purchased 1,000,000 shares of unregistered common stock at $2.50 per share. The Subscription Agreement grants Ferrotec demand registration rights beginning one year from the closing of the Subscription Agreement and piggy-back registration rights if the Company proposed to register any securities before then.

On June 8, 1999, the Company issued 9,000 shares of preferred stock and contingent warrants to purchase, as adjusted, up to 1,644,664 shares of common stock to Big Beaver and Westar. The preferred stock is convertible into 5,373,134 shares of common stock. The warrants had exercise prices ranging from $2.67 to $51.25. During the quarter ended September 30, 2003, Westar partially exercised a contingent warrant to purchase 3,136 shares at $2.67 per share for proceeds of $8,373. As of June 30, 2004, warrants for 1,633,040 shares of common stock expired and the Company had outstanding warrants to issue 11,624 shares of common stock.

In conjunction with a 2000 bridge loan, Big Star Investments LLC (“Big Star”), which was owned by Westar and Big Beaver, received a warrant to purchase an aggregate of 50,000 shares of common stock at an exercise price of $5.00 per share. The warrant expires in five years if not exercised. Upon completion of the 2002 private placement, the number of shares of common stock issuable upon exercise and the exercise price of the warrant issued in connection with the 2000 bridge loan between the Company and Big Star were adjusted to 166,667 and $1.50, respectively. The warrant is now beneficially owned by Big Beaver and Westar.

On March 27, 2000, the Company entered into a Value Participation Agreement (“VPA”) with Ford. Pursuant to the VPA, Ford agreed that, through December 31, 2004, the Company has the exclusive right to manufacture and supply CCS units 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.

As part of the VPA, the Company granted to Ford warrants exercisable for common stock. A warrant for the right to purchase 82,197 shares of common stock at an exercise price of $2.75 per share was issued

and fully vested on March 27, 2000. In addition, Ford received an additional fully vested warrant to purchase 26,148 shares of common stock at an exercise price of $2.75 per share due to a one time anti-dilution provision of the VPA that was triggered by the Company's Private Placement in June 2000. On December 10, 2003, Ford earned an additional warrant for 216,690 shares of common stock at an exercise price of $5.75. The warrant expires on February 4, 2009.

On June 14, 2000, the Company completed the sale of 2.2 million shares of its common stock to selected institutional and accredited investors. As partial compensation for services rendered in the private placement, Roth Capital Partners, LLC ("Roth"), was granted a warrant to purchase up to 188,000 shares of the Company's common stock at $5.00 per share.

In accordance with the registration rights granted to the selling securityholders, we have filed with the SEC a registration statement on Form S-3, of which this prospectus forms a part, with respect to the resale or other disposal of the shares of common stock offered by this prospectus. We have agreed to prepare and file amendments and supplements to the registration statement to the extent necessary to keep the registration statement effective until the shares are no longer required to be registered for resale by the selling securityholders.

The actual number of shares of common stock covered by this prospectus, and included in the registration statement of which this prospectus is a part, includes additional shares of common stock that may be issued as a result of stock splits, stock dividends, or similar transactions.

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 August 30, 2004 and the number of shares which may be offered pursuant to this prospectus for the account of each of the selling securityholders from time to time. Beneficial ownership is determined in accordance with the rules of the SEC and includes shares over which the selling securityholder has voting or investment power, as well as any shares as to which the selling securityholder has the right to acquire beneficial ownership within 60 days after August 30, 2004, through the exercise or conversion of any stock option, warrant, preferred stock or other right. Except as described above or 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	5,792,871[2]	2,777,280[3]	3,015,590	14.5%[2]
Westar Capital Partners II LLC	2,826,781[4]	2,777,280[3]	49,500	*[4]
Ferrotec Corporation[5]	1,200,000	1,000,000	200,000	*
Roth Capital Partners, LLC[6]	188,000	188,000	—	—
Ford Motor Company[7]	325,035	325,035	—	—

* 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 selling securityholder.

(2) Includes 1,127,102 shares of common stock issuable upon exercise of warrants held by Big Beaver, 1,979,202 shares of common stock and 2,686,567 shares of common stock issuable upon conversion of 4,500 shares of preferred stock. 1,036,388 shares of common stock issuable upon exercise of warrants and 1,979,202 shares of common stock are not being offered by this prospectus. Paul Oster, Chief Financial Officer of Big Beaver, is a director of the Company. In January 2002, we began outsourcing production of product for our North American customers to Millennium Plastics Technologies, LLC in Chihuahua, Mexico. Millennium Plastics is controlled by TMW Enterprises, whose executives control Big Beaver. In September 2002, we obtained a loan from Big Beaver in the amount of $1,000,000 with an interest rate of 12% while we negotiated the asset-based revolving line of credit with Comerica Bank. The loan was paid in full on November 15, 2002 in the amount of $1,080,000, representing principal and accrued interest, using the proceeds of such asset-based revolving line of credit. The address of Big Beaver is c/o Rockefeller & Co., Inc., Room 5425, 30 Rockefeller Plaza, New York, New York 10112.

(3) Includes 2,686,567 shares issuable upon conversion of preferred stock and 90,714 shares issuable upon exercise of warrants held by each Big Beaver and Westar.

(4) Includes 87,578 shares of common stock issuable upon exercise of warrants held by Westar, 52,636 shares of common stock and 2,686,567 shares of common stock issuable upon conversion of 4,500 shares of preferred stock. 49,500 shares of common stock are not being offered by this prospectus. John W. Clark, General Partner, of Westar is a director of the Company. The address of Westar is 949 South Coast Plaza Drive #650, Costa Mesa, California, 92626.

(5) In March 2001, we entered into a ten-year manufacturing and supply agreement with Ferrotec. In exchange for a $2.0 million fee, we granted Ferrotec the exclusive right to manufacture CCS products for ultimate distribution to our customers within certain Asian countries subject to Ferrotec's obligation to be competitive. The Company also purchases thermoelectric devices from and has outsourced a portion of its production to Ferrotec. Purchases of labor services and components were $7,071,000 and $2,928,000 for 2003 and 2002, respectively. The accounts payable balances due to Ferrotec were $1,160,000 and $1,062,000 for 2003 and 2002, respectively. The address of Ferrotec Corporation is 1-4-14 Kyobashi, Chuo-Ku, Tokyo 104-0031, Japan.

(6) All shares of common stock issuable upon conversion of warrants. On June 27, 2003, Roth and two 5% holders of Company common stock, Special Situations Funds and MicroCapital Funds, voluntarily exercised, in part, warrants issued to each of them in the Company's 2002 private placement. To induce these parties to exercise these warrants, the Company agreed that, for a period of 12 months following the warrant exercise, the Company would not exercise certain call rights it has with respect to the remaining warrants held by such parties from the 2002 private placement. In connection with this exercise, a total of 250,000 shares of common stock were purchased at $2.00 per share, resulting in total proceeds of $500,000 to the Company. The address of Roth Capital Partners, LLC is 24 Corporate Plaza, Newport Beach, California 92660.

(7) All shares of common stock issuable upon conversion of warrants. The address of Ford Motor Company is Henry Ford II World Center, The American Road, Suite 909, Dearborn, Michigan 48121.

PLAN OF DISTRIBUTION

The shares covered by this prospectus may be offered and sold from time to time by the selling securityholders. The term “selling securityholders” includes pledgees, donees, transferees or other successors-in-interest selling shares received after the date of this prospectus from a selling securityholder as a pledge, gift, partnership distribution or other transfer. The selling securityholders will act independently of us in making decisions with respect to the timing, manner and size of each sale. Such sales may be made directly to purchasers or through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, concessions or commissions from the selling securityholders. These discounts, concessions or commissions as to any particular underwriter, broker-dealer or agent may be in excess of those customarily received in the types of transactions involved.

The common stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions,

- on any national securities exchange or U.S. inter-dealer system of a registered national securities association on which our common stock may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market, including negotiated sales;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise; or
- through the settlement of short sales.

In connection with the sale of our common stock, the selling securityholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling securityholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling securityholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities that require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction). The selling securityholders also may pledge or hypothecate shares to a broker-dealer or other financial institution, and, upon default, such broker-dealer or other financial institution may effect sales of the pledge shares pursuant to this prospectus (as supplemented or amended to reflect such transaction). In effecting sales, broker-dealers or agents engaged by the selling securityholders may arrange for other broker-dealers to participate. Each of the selling securityholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

The selling securityholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling securityholders who are "underwriters" within the meaning of Section 2(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act. The selling securityholders have acknowledged that they understand their obligations to comply with the provisions of the Exchange Act and the rules thereunder relating to stock manipulations, particularly Regulation M.

We will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling securityholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling securityholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

In addition, any shares covered by this prospectus that qualify for sale pursuant to Rule 144 of the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus.

To the extent required, the shares of our common stock to be sold, the names of the selling securityholders, the respective purchase prices and public offering prices, the names of any agents, dealer or underwriter, any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

We have agreed with the selling securityholders to keep the registration statement of which this prospectus constitutes a part effective until the earlier of (1) the date all of the shares covered by this prospectus have been sold and (2) the date on which all of the shares covered by this prospectus may be sold pursuant to Rule 144(k) of the Securities Act.

LEGAL MATTERS

The validity of the shares of common stock intended to be sold pursuant to this prospectus has been passed upon for us by Honigman Miller Schwartz and Cohn LLP.

EXPERTS

The financial statements and financial statement schedule incorporated in this prospectus by reference to the annual report on Form 10-K for the year ended December 31, 2003, have been so included in reliance on the reports of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

WHERE YOU CAN GET MORE INFORMATION

We are subject to the information requirements of the Exchange Act, and therefore we file annual, quarterly and current reports, proxy statements and other information with the SEC. You can receive copies of such reports, proxy and information statements, and other information, at prescribed rates, from the SEC by addressing written requests to the SEC's Public Reference Room at 450 Fifth Street, N.W., Judiciary Plaza, Washington, D.C. 20549. In addition, you may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 450 Fifth Street, N.W., Washington, D.C. 20549. You may call the SEC at 1-800-SEC-0330 for further information on the operation of the SEC's Public Reference Room. The SEC also maintains an Internet site that contains reports, proxy and information statements and other

information regarding issuers, such as us, that file electronically with the SEC. The address of the SEC's web site is http://www.sec.gov. The address of the Company's web site is http://www.amerigon.com.

We have filed with the SEC a registration statement on Form S-3 to register the common shares that the selling securityholders are offering in this prospectus. This prospectus is part of the registration statement. This prospectus does not include all of the information contained in the registration statement. For further information about us and the common stock offered in this prospectus, you should review the registration statement. You can inspect or copy the registration statement, at prescribed rates, at the SEC's public reference facilities at the address listed above.

Statements contained in this prospectus concerning the provisions of documents are necessarily summaries of such documents and when any such document is an exhibit to the registration statement, each such statement is qualified in its entirety by reference to the copy of such document filed with the SEC.

DOCUMENTS INCORPORATED BY REFERENCE

This prospectus incorporates documents by reference that are not presented in or delivered with it. The following documents, which we have filed with the SEC, are incorporated by reference into this prospectus:

- Our Annual Report on Form 10-K for the fiscal year ended December 31 2003.
- Our Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2004.
- The description of our common shares included in our Prospectus, dated August 30, 2004, included in our registration statement on Form SB-2 (file no. 33-61702-LA) effective June 10, 1993, as filed with the SEC pursuant to the Securities Act, under the caption "Description of Securities" on pages 37 through 38 of the Prospectus and incorporated by reference into our initial Registration Statement on Form 8-A filed with the SEC pursuant to the Exchange Act, including any amendment or report filed for the purpose of updating such description.

All documents that we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the filing of the initial registration statement for this prospectus but before the effective date of the registration statement 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. In addition, all documents subsequently filed by us under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act before termination of this offering are deemed to be incorporated by reference into this prospectus and will constitute a part of this prospectus form the date of filing of those documents.

The documents incorporated by reference into this prospectus are available from us upon request. We will provide to each person, including any beneficial owner, to whom this prospectus is delivered, at no cost to the requester, upon your written or oral request, a copy of any or all of the information that is incorporated in this prospectus by reference, but not delivered with this prospectus, except for exhibits unless the exhibits are specifically incorporated by reference into this prospectus. Please submit your requests for any of such documents to: Amerigon Incorporated, 500 Town Center Drive, Suite 200, Dearborn, Michigan 48126, Attn: Sandy Grouf, Corporate Secretary, (313) 336-3000.

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.

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 (except for the SEC registration fee) as follows:

SEC registration fee	$ 3,389.33
Accounting fees and expenses	7,500.00
Legal fees and expenses	20,000.00
Miscellaneous expenses	1,000.00
Total	$31,889.33

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. See Item 17(5) of this registration statement regarding the opinion of the SEC as to indemnification of liabilities under the Securities Act. The limitation on directors liability permitted by the California General Corporation Law 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.

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Item 16. Exhibits.

Exhibit Number	Description
4.1	Amended and Restated Articles of Incorporation filed with the California Secretary of State on April 23, 1993 (5)
4.2	Certificate of Amendment of Articles of Incorporation filed with the California Secretary of State on December 5, 1996 (1)
4.3	Certificate of Amendment of Articles of Incorporation filed with the California Secretary of State on January 26, 1999 (2)
4.4	Certificate of Amendment of Articles of Incorporation filed with the California Secretary of State on May 31, 2000 (5)
4.5	Certificate of Amendment of Articles of Incorporation filed with the California Secretary of State on June 13, 2002 (7)
4.6	Certificate of Determination of Rights, Preferences and Privileges of the Series A Convertible Preferred Stock filed with the California Secretary of State on May 26, 1999 (5)
4.7	Certificate of Amendment to Certificate of Determination of Rights, Preferences and Privileges of the Series A Convertible Preferred Stock filed with the California Secretary of State on August 22, 2000 (5)
4.8	Form of Specimen Certificate of Company's Common Stock (6)
4.9	Bridge Loan Warrant dated March 16, 2000 (3)
4.10	Ford Warrant dated March 27, 2000 (4)
4.11	Placement Agent Warrant issued on February 25, 2002 to Roth Capital Partners LLC(6)
4.12	Contingent Warrant dated June 8, 1999 from the Company to Big Beaver Investments (8)
4.13	Contingent Warrant dated June 8, 1999 from the Company to Westar Capital II LLC (8)
4.14	Form of Warrant issued on February 9, 2004 to Ford Motor Company
4.15	Subscription Agreement with Ferrotec Corporation dated June 27, 2003
5.1	Opinion of Honigman Miller Schwartz and Cohn LLP
23.1	Consent of Independent Registered Public Accounting Firm
23.2	Consent of Counsel (included in Exhibit 5.1)
24.1	Powers of Attorney (included on page II-2)

(1) Previously filed as an exhibit to the Company Registration Statement on Form S-2, as amended, File No. 333-17401, and incorporated by reference.

(2) Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 1999, and incorporated herein by reference.

(3) Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the period ended December 31, 1999 and incorporated herein by reference.

(4) Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2000 and incorporated herein by reference.

(5) Previously filed as an exhibit to the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2000 and incorporated herein by reference.

(6) Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the period ended December 31, 2001 and incorporated herein by reference.

(7) Previously filed as an exhibit to the Company's Annual Report on Form 10-Q for the period ended June 30, 2002 and incorporated herein by reference.

(8) Previously filed as an exhibit to the Company's Current Report on Form 8-K filed June 8, 1999 and incorporated herein by reference.

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 (the "Securities Act");

(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 with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (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, 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, 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) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 15 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 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 Dearborn, State of Michigan, on August 30, 2004.

AMERIGON INCORPORATED

By: /S/ DANIEL R. COKER
Name: **Daniel R. Coker**
Title: **Chief Executive Officer**

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Daniel R. Coker and William J. Wills, and either of them, with full power to act without the other, such person's true and lawful attorney-in-fact, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign this registration statement and any and all amendments to this registration statement, including post-effective amendments, and any other documents in connection therewith, and to file the same with the Securities and Exchange Commission, granting unto said attorneys-in-fact, and each of them, full power and authority to do and perform each and every act and thing necessary or desirable 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, thereby ratifying and confirming all that said attorneys-in-fact, or any of them, or their 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/Title	Date
/S/ DANIEL R. COKER **Daniel R. Coker, Chief Executive Officer and President (Principal Executive Officer)**	August 30, 2004
/S/ WILLIAM J. WILLS **William J. Wills, Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)**	August 30, 2004
/S/ OSCAR B. MARX, III **Oscar B. Marx, III, Director**	August 30, 2004
/S/ FRANCOIS J. CASTAING **Francois J. Castaing, Director**	August 30, 2004
/S/ JOHN W. CLARK **John W. Clark, Director**	August 30, 2004
/S/ PAUL OSTER **Paul Oster, Director**	August 30, 2004
/S/ JAMES J. PAULSEN **James J. Paulsen, Director**	August 30, 2004

Exhibit 4.14

AMERIGON INCORPORATED

2004 FORD VALUE PARTICIPATION AGREEMENT WARRANT

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, AND MAY NOT BE PLEDGED, SOLD, OFFERED FOR SALE, TRANSFERRED, OR OTHERWISE DISPOSED OF IN THE ABSENCE OF REGISTRATION UNDER OR EXEMPTION FROM SUCH ACT AND ALL APPLICABLE STATE SECURITIES LAWS. THE COMPANY MAY REQUIRE AN OPINION OF COUNSEL REASONABLY ACCEPTABLE TO IT THAT A PROPOSED TRANSFER OR SALE IS IN COMPLIANCE WITH THE ACT, EXCEPT THAT NO SUCH OPINION SHALL BE REQUIRED FOR TRANSFERS OR SALES PURSUANT TO REGISTRATION UNDER THE ACT.

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF ARE SUBJECT TO THE TERMS AND PROVISIONS OF A VALUE PARTICIPATION AGREEMENT (AS SUPPLEMENTED, MODIFIED, AMENDED, OR RESTATED FROM TIME TO TIME, THE "AGREEMENT") DATED MARCH 23, 2000 BETWEEN FORD MOTOR COMPANY ("FORD") AND AMERIGON INCORPORATED (THE "COMPANY"). A COPY OF THE AGREEMENT IS AVAILABLE AT THE EXECUTIVE OFFICES OF THE COMPANY.

216,690 Shares of
Common Stock
of the Company

Warrant No. 2004-1

WARRANT TO PURCHASE COMMON STOCK OF AMERICON INCORPORATED

This is to certify that Ford Motor Company, its successors and registered assigns, is entitled to exercise this Warrant to purchase two hundred sixteen thousand six hundred ninety shares of Common Stock of Amerigon Incorporated, a California corporation (the "Company"), as the same shall be adjusted from time to time pursuant to the provisions of the Agreement, at any time in accordance with the terms of the Agreement, at a price equal to $5.75 per share and to exercise the other rights, powers, and privileges hereinafter provided, all on the terms and subject to the conditions specified in this Warrant and in the Agreement. This Warrant shall expire on February 4, 2009.

This Warrant is issued under, and the rights represented hereby are subject to the terms and provisions contained in the Agreement, to all terms and provisions of which the registered holder of this Warrant, by acceptance of this Warrant, assents. Reference is hereby made to the Agreement for a more complete statement of the rights and limitations of rights of the registered holder of this Warrant and the rights and duties of the Company under this Warrant. Capitalized terms used but not defined herein have the meanings set forth in the Agreement. A copy of the Agreement is on file at the office of the Company.

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed.

Dated as of _____

AMERIGON INCORPORATED

By: _____

Its: _____

ASSIGNMENT FORM

FOR VALUE RECEIVED, the undersigned registered owner of this Warrant hereby sells, assigns and transfers unto the Assignee named below all the rights of the undersigned under this Warrant, with respect to the number of shares of Common Stock set forth below:

No. of Shares	**Name and Address of Assignee**

and does hereby irrevocable constitute and appoint as attorney _____ to register such transfer on the books of _____ maintained for the purpose, with full power of substitution in the premises.

Dated: _____, 200_

_____

By: _____

Name: _____

Title: _____

SUBSCRIPTION FORM

(To be executed only upon exercise of Warrant)

The undersigned registered owner of this Warrant irrevocably exercises this Warrant for and purchases _____ of the number of shares of Common Stock of Amerigon Incorporated, purchasable with this Warrant, and herewith makes payment therefore, all at the price and on the terms and conditions specified in this Warrant and requests that certificates for the shares of Common Stock hereby purchased (and any securities or other property issuable upon such exercise) be issued in the name of a delivered to _____ whose address is _____, and if such shares of Common Stock do not include all of the shares of Common Stock issuable as provided in this Warrant, that a new Warrant of like tenor and date for the balance of the shares of Common Stock issuable thereunder to be delivered to the undersigned.

The undersigned represents that such shares of Common Stock acquired pursuant to exercise of this warrant will not be sold other than in compliance with applicable securities laws.

Date:_____, 200_

_____

By: _____

Name:_____

Title:_____

Address:_____

_____

AMERIGON INCORPORATED

COMMON STOCK SUBSCRIPTION AGREEMENT

THIS COMMON STOCK SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of June 27, 2003, by and among Amerigon Incorporated, a California corporation (the "Company"), and Ferrotec Corporation, a Japanese corporation (the "Purchaser").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of an aggregate of 1,000,000 shares of its Common Stock (the "Shares") in a private placement pursuant to Regulation S under the Securities Act of 1933;

WHEREAS, Purchaser desires to purchase, and the Company desires to issue and sell, the Shares on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE OF STOCK.

1.1 Authorization of Shares. The Company has authorized the sale and issuance to Purchaser of the Shares.

1.2 Sale and Purchase. Subject to the terms and conditions hereof, the Company hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase from the Company, the Shares. In exchange for the Shares, Purchaser shall pay to the Company an aggregate purchase price of US $2,500,000 (the "Purchase Price") or US $2.50 per Share.

SECTION 2. CLOSING.

2.1 Closing. The closing of the sale and purchase of the Shares under this Agreement (the "Closing") will take place at the offices of the Purchaser on June 27, 2003 (such date is hereinafter referred to as the "Closing Date").

2.2 Delivery. At the Closing, subject to the terms and conditions hereof, the Company will deliver to Purchaser certificates representing the number of Shares to be purchased at the Closing by Purchaser, against payment of the Purchase Price by check or wire transfer made payable to the order of the Company, or any combination of the foregoing.

SECTION 3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY.

The Company hereby represents, warrants and covenants to Purchaser as follows:

3.1 Organization, Good Standing, Corporate Power, Qualification and Subsidiaries. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of California. The Company has all requisite corporate power and authority to own and operate its properties and assets, to execute and deliver this Agreement, to issue and sell the Shares and to carry out the provisions of this Agreement and to carry out its business as presently conducted and as presently proposed to be conducted. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.

3.2 Due Authorization and Issuance. The Shares have been duly authorized for issuance and sale to Purchaser pursuant to this Agreement, and, when issued and delivered by the Company against payment therefor in accordance with the terms of this 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. 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.

3.3 Authorization; Binding Obligations. All corporate action on the part of the Company, its officers, directors and shareholders necessary for the authorization, sale and issuance of the Shares pursuant hereto and for the performance of the Company's obligations hereunder has been taken or will be taken prior to the Closing. This Agreement, when executed and delivered, will be valid and binding obligations of the Company enforceable in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights; (ii) general principles of equity that restrict the availability of equitable remedies; and (iii) to the extent that enforceability may be limited by applicable laws.

3.4 Offering Valid. Assuming the accuracy of the representations and warranties of Purchaser contained in Section 4 hereof, the offer, sale and issuance of the Shares will be exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), and will have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. The Company will not engage in any directed selling efforts (as defined in Regulation S under the Securities Act) with respect to the Shares. The Company has complied and will comply with the offering restrictions requirement of Regulation S (Rule 901 through Rule 905 and Preliminary Notes) of the Securities Act ("Regulation S").

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER.

Purchaser hereby represents, warrants and covenants to the Company as follows:

4.1 Requisite Power and Authority. Purchaser has all necessary power and authority under all applicable provisions of law to execute and deliver this Agreement and to carry out its provisions. All actions on Purchaser's part required for the lawful execution and

delivery of this Agreement have been or will be effectively taken prior to the Closing. Upon their execution and delivery, this Agreement will be valid and binding obligations of Purchaser, enforceable in accordance with their terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (ii) general principles of equity that restrict the availability of equitable remedies, and (iii) to the extent that enforceability may be limited by applicable laws.

4.2 Investment Representations. Purchaser understands that the Shares have not been registered under the Securities Act. Purchaser also understands that the Shares are being offered and sold pursuant to an exemption from registration contained in the Securities Act based in part upon Purchaser's representations contained in the Agreement. Purchaser represents that (a) the offer to sell the Shares to Purchaser was not made to a person in the United States, (b) Purchaser was outside the United States at the time its agreement to purchase was originated, and (c) no directed selling efforts (as defined in Regulation S) directed at Purchaser were made in the United States by the Company, any of its affiliates or any person acting on behalf of the Company.

4.3 Accredited Investor. Purchaser represents that it is an accredited investor within the meaning of Regulation D under the Securities Act.

4.4 Purchaser Bears Economic Risk. Purchaser has substantial experience in evaluating and investing in private placement transactions of securities in companies similar to the Company so that it is capable of evaluating the merits and risks of its investment in the Company and has the capacity to protect its own interests. Purchaser must bear the economic risk of this investment indefinitely unless the Shares are registered pursuant to the Securities Act, or exemption from registration is available.

4.5 Acquisition for Own Account. Purchaser is not a U.S. person, as defined in Rule 902(k) of Regulation S of the Securities Act, and is acquiring the Shares for Purchaser's own account for investment only and not for the account or benefit of any U.S. Person or with a view towards their distribution.

4.6 Receipt of Company Information. Purchaser has had an opportunity to discuss the Company's business, management and financial affairs with directors, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Purchaser has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Purchaser has reviewed the Form 10-K, Annual Report to Security Holders and Proxy Statement for the period ended December 31, 2002 and Form 10-Q for the period ended March 31, 2003, filed by the Company with the Securities and Exchange Commission (SEC) and any 8-K filings made by the Company with the SEC since the date of filing of such Form 10-K. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 3 of this Agreement or the right of Purchaser to rely thereon.

4.7 No Public Market. Purchaser acknowledges and agrees that the Shares must be held indefinitely unless they are subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser understands that the Company has no

present intention of registering the Shares, or any shares of its Common Stock. Purchaser also understands that there is no assurance that any exemption from registration under the Securities Act will be available and that, even if available, such exemption may not allow Purchaser to transfer all or any portion of the Shares under the circumstances, in the amounts or at the times Purchaser might propose. Purchaser has been advised or is aware of the provisions of Rule 144 promulgated under the Securities Act, which permits limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things: the availability of certain current public information about the Company, the resale occurring not less than one year after a party has purchased and paid for the security to be sold, the sale being through an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the Securities Exchange Act of 1934, as amended) and the number of shares being sold during any three-month period not exceeding specified limitations.

4.8 Transfer Restrictions. Purchaser acknowledges and agrees that the Shares are subject to restrictions on transfer as set forth in this Section 4.8 and in Appendix A hereto. Purchaser understands that: (a) the Shares shall not be offered, sold or transferable in the absence compliance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an exemption therefrom or in the absence of compliance with any term of this Agreement; (b) the Company shall provide stop transfer instructions to its transfer agent (the "Transfer Agent") with respect to the Shares in order to enforce the restrictions contained in this Section 4.8 and in Appendix A hereto; (c) hedging transactions involving the Shares may not be conducted unless in compliance with the Securities Act; and (d) each certificate representing Shares shall be in the name of Purchaser 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 UNITED STATES OF AMERICA SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THE SECURITIES REPRESENTED BY THIS CERTIFICATE SHALL NOT BE OFFERED OR SOLD IN THE UNITED STATES (AS DEFINED UNDER SECTIONS 230.901 THROUGH 230.904 OF TITLE 17 OF THE UNITED STATES CODE OF FEDERAL REGULATIONS ("REGULATION S") OR OFFERED, SOLD, DELIVERED, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT PURSUANT TO REGULATION S, PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. HEDGING TRANSACTION INVOLVING THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT. THIS CERTIFICATE MAY NOT BE OFFERED, SOLD, DELIVERED, PLEDGED OR OTHERWISE TRANSFERRED TO OR HELD BY ANY ENTITY, THE ASSETS OF WHICH ARE DEEMED TO INCLUDE THE ASSETS OF ANY EMPLOYEE BENEFIT PLAN THAT IS SUBJECT TO THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("ERISA"). EACH HOLDER OF THIS CERTIFICATE WHO IS A U.S. PERSON IS HEREBY NOTIFIED THAT, EXCEPT AS PROVIDED IN THE AGREEMENT, SUCH HOLDER SHALL NOT BE ENTITLED TO RECEIVE

ANY PAYMENTS UNDER THIS CERTIFICATE. BY ITS ACCEPTANCE OF THIS CERTIFICATE, EACH HOLDER OF THIS CERTIFICATES SHALL BE DEEMED TO HAVE REPRESENTED TO AMERIGON INCORPORATED THAT SUCH HOLDER EITHER IS NOT A U.S. PERSON AND THAT SUCH HOLDER IS NOT PURCHASING THIS CERTIFICATE FOR THE ACCOUNT OF ANY U.S. PERSON OR IS ACQUIRING THIS SECURITY IN A TRANSACTION THAT IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

SECTION 5. REGISTRATION RIGHTS.

5.1 Demand Registration.

(a) Subject to the provisions set forth in this Section 5.1, if the Company shall receive a written request from Purchaser that the Company effect the registration under the Securities Act on Form S-3 of all of the Purchaser's Shares and specifying the intended method of disposition thereof (a "Demand Registration"), then the Company shall use its reasonable best efforts to effect, as expeditiously as possible, the registration under the Securities Act on Form S-3 of the Registrable Shares with the Securities and Exchange Commission (the "SEC") which the Company has been so requested to register by Purchaser then held by Purchaser, all to the extent necessary to permit the disposition (in accordance with the intended methods thereof as aforesaid) of the Registrable Shares so to be registered.

Purchaser may, at any time prior to the effective date of the registration statement relating to such registration, revoke a request for such registration, without liability, by providing a written notice to the Company revoking such request, in which case such request, so revoked, shall be considered a Demand Registration unless such revocation arose out of the fault of the Company or unless Purchaser reimburses the Company for all costs incurred by the Company in connection with such registration, in which case such request shall not be considered a Demand Registration.

(b) The Company will not be required to effect more than one Demand Registration, and Purchaser shall not be entitled to request a Demand Registration until one year after the Closing. The Company will not be obligated to effect a Demand Registration (1) if the Registrable Securities requested by Purchaser to be registered have an anticipated aggregate offering price to the public (before deducting any underwriter discounts, concessions or commissions) of less than $1,000,000 or (2) if Form S-3 is not available for such offering.

(c) Upon written notice to Purchaser, the Company may, as a matter of right, postpone effecting a registration pursuant to this Section 5.1 on one occasion during any period of six consecutive months for a reasonable time specified in the notice but not exceeding 90 days (which period may not be extended or renewed except that it may be extended for an

additional 30 days if the request for registration is made during the first quarter of any fiscal year).

(d) For the purposes of this Agreement: (A) "Registrable Shares" means the Shares issued and acquired pursuant to this 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 Purchaser 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.

5.2 Piggy-back Registration Rights.

(a) If the Company proposes to register any of its securities under the Securities Act, in connection with the public offering of such securities (other than a registration form relating to: (i) a registration of a stock option plan, stock purchase or compensation or incentive plan or of stock issued or issuable pursuant to any such plan, or a dividend investment plan; (ii) a registration of securities proposed to be issued in exchange for securities or assets of or in connection with a merger or consolidation with, another entity; or (iii) a registration of securities proposed to be issued in exchange for, or as a right exercisable only by holders of, other securities of the Company), the Company shall promptly (but in no event later than 30 days prior to such registration) give Purchaser written notice of such registration together with a list of the jurisdictions in which the Company intends to attempt to qualify such securities under applicable state securities laws. Upon the written request of Purchaser given within 10 days after receipt of such written notice from the Company in accordance with Section 6.6 of this Agreement, the Company shall include in the Registration Statement to be filed by it under the Securities Act in connection with such offering all of the Registrable Shares that the Purchaser has requested to be registered. The Purchaser may only exercise the rights pursuant to this Section 5.2 once.

(b) The right of Purchaser to "piggyback" in an underwritten public offering of the Company's securities pursuant to Section 5.2(a) shall be conditioned upon Purchaser's participation in such underwriting and the inclusion of Purchaser's Registrable Shares in the underwriting to the extent provided herein. If Purchaser proposes to distribute its securities through such underwriting, Purchaser shall (together with the Company and any other stockholders of the Company distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for underwriting by the Company and, if requested, custody and power of attorney agreements in customary form. Notwithstanding any other provision of this Section 5, if the underwriter determines that marketing factors require a limitation of the number of shares to be underwritten,

the Company shall so advise Purchaser and all stockholders of the Company participating in the underwriting and registration, and the number of securities that may be included in the registration and underwriting shall be allocated first to the Company, and then any remaining shares shall be allocated among Purchaser and such stockholders of the Company pro rata based on the number of shares for which registration was requested.

(c) The following provisions will apply in the event the registration relates to an offering other than an underwritten public offering: Purchaser shall promptly notify the Company of the proposed manner of sale of any Common Stock to be sold pursuant to such Registration Statement other than in unsolicited brokers' transactions including only usual and customary brokers' commissions. Purchaser shall not undertake any such transactions other than unsolicited brokers' transactions including only usual and customary brokers' commissions unless (i) Purchaser shall have furnished all information required to be disclosed in any related prospectus or prospectus supplement, and (ii) Purchaser shall have agreed in writing to bear all of the incremental costs directly attributable to such manner of sale.

5.3 Suspension Of Effectiveness. The Company's obligations under Section this Section 5 shall not restrict its ability to suspend the effectiveness of, or direct Purchaser 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 Purchaser 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.

5.4 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 Stock under a Registration Statement, whether or not Registrable Shares are included, Purchaser agrees 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 Purchaser, 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 Stock under a Registration Statement and shall continue for up to 134 consecutive days.

5.5 Registration Procedures. Except as otherwise expressly provided herein, in connection with any registration of Registrable Shares pursuant to this 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 Purchaser 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

Purchaser such number of copies as may be reasonably requested in writing by Purchaser 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 Purchaser, 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 Purchaser, 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 Purchaser any such supplement or amendment;

(c) notify Purchaser 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 Purchaser 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. Purchaser agrees, 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. If proposing to distribute its Registrable Shares through such underwriting Purchaser 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 Purchaser as reasonably required by such underwriter or underwriters.

Purchaser agrees 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, Purchaser will

forthwith discontinue disposition of Registrable Shares pursuant to the Registration Statement covering such Registrable Shares until Purchaser's receipt of the copies of the supplemented or amended prospectus contemplated by this 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, Purchaser will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in Purchaser's possession, of the prospectus covering such Registrable Shares current at the time of receipt of such notice.

5.6 Registration Expenses. All expenses incident to the Company's performance of or compliance with the registration of shares pursuant to this 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 Purchaser or underwriters, or (iii) transfer taxes, if any.

SECTION 6. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the other documents delivered pursuant hereto, constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party will be liable or bound to any other in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

6.2 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto and will inure to the benefit of and be enforceable by each person who will be a holder of the Shares from time to time. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3 Governing Law. This Agreement will be governed in all respects by the laws of the State of California as such laws are applied to agreements between California residents entered into and performed entirely in California.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

6.5 Titles and Subtitles. The title of the sections and subsections of the Agreement are for convenience of reference only and are not to be considered in construing or interpreting this Agreement.

6.6 Notices. All notices required or permitted hereunder will be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be noticed; (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) when sent by confirmed telex or facsimile if sent during normal business hours of the recipient, if not, then on the next business day. All communications will be sent to the Company and Purchaser at their respective addresses as set forth on the signature page hereof or at such other address as the Company or Purchaser may designate by ten (10) days advance written notice to the other parties hereto. All communications shall be addressed as follows:

if to the Company, to:

Amerigon Incorporated
500 Town Center Dr., Suite 200
Dearborn, MI 48126-2716 USA
Attention: Chief Executive Officer
Facsimile No.: (313) 336-1847

with a copy to:

Honigman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, Michigan 48226-3583 USA
Attention: Patrick T. Duerr, Esq.
Facsimile No.: (313) 465-7363

if to Purchaser, to:

Ferrotec Corporation
Sumitomo Bldg. #6,
5-24-8 Higashi Ueno Taito-ku
Tokyo 110, Japan
Attention: _____
Facsimile No.: _____

6.7 Amendment and Waiver. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the

Company and Purchaser. Any amendment or waiver effected in accordance with this paragraph will be binding upon each holder of any securities purchased under this Agreement at the time outstanding (including securities into which such securities have been converted), each future holder of all such securities, and the Company.

6.8 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement will impair any such right, power or remedy, nor will it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on Purchaser's part of any breach, default or noncompliance under this Agreement or any waiver on such party's part of any provisions or conditions of the Agreement must be in writing and will be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any party, will be cumulative and not alternative.

6.9 Severability. In case any provision of the Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

6.10 Expenses. The Company and Purchaser will bear its own expenses incurred on its behalf with respect to this Agreement and the transactions contemplated thereby.

6.11 Attorneys' Fees. In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute will be entitled to recover from the losing party all fees, costs and expense of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which will include, without limitation, all fees, costs and expenses of appeals.

6.12 Finder's and Broker's Fees. Each party hereto represents and warrants that no agent, broker, investment banker, person or firm acting on behalf of or under the authority of such party hereto is or will be entitled to any broker's or finder's fee or any other commission directly or indirectly in connection with the transactions contemplated herein. Each party hereto further agrees to indemnify each other party for any claims, losses or expenses incurred by such other party as a result of the representation in this Section 6.12 being untrue.

6.13 Pronouns. All pronouns contained herein, and any variations thereof, will be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

[remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth in the first paragraph hereof.

COMPANY:

AMERIGON INCORPORATED

/s/ Daniel Coker

Name: **Daniel Coker**
Title: **President and Chief Executive Officer**

PURCHASER:

FERROTEC CORPORATION

/s/ Akira Yamamura

Name: **Akira Yamamura**
Title: **President**

APPENDIX A

SELLING RESTRICTIONS

1. United States

The Shares have not been and will not be registered under the Securities Act, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act or pursuant to registration under the Securities Act. Purchaser represents and agrees that it has offered and sold any Shares, and will offer and sell any Shares (i) as part of their distribution at any time and (ii) otherwise until one (1) year after the Closing Date (the "Restricted Period"), as determined and certified as provided below, only in accordance with Rule 903 of Regulation S, pursuant to an exemption from the registration requirements of the Securities Act or pursuant to registration under the Securities Act.

Purchaser shall determine and certify to the Transfer Agent that it has complied with the transfer restrictions as set forth in Section 4.8 of this Agreement and this Appendix A. Only upon receipt of such certification will the Transfer Agent be authorized to accept a transfer of the Shares. Purchaser also agrees that, at or prior to confirmation of sale of Shares, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Shares from it during the Restricted Period a confirmation or notice to substantially the following effect:

> "The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and may not be offered or sold (i) as part of their distribution at any time or (ii) otherwise until one (1) year after the completion of the distribution of the Securities as determined and certified by the Company or its Transfer Agent, except in accordance with Regulation S, pursuant to an exemption from the registration requirements of the Securities Act or pursuant to registration under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Purchaser represents and agrees that it, its affiliates or any persons acting on its or their behalf have not engaged and will not engage in any directed selling efforts with respect to any Shares, and it and they have complied and will comply with the offering restrictions requirement of Regulation S.

2. Japan

Purchaser understands that the Shares have not been and will not be registered under the Securities and Exchange Law of Japan (the "Securities and Exchange Law"). Accordingly, Purchaser represents and agrees that it will not offer or sell any Shares, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan ("Resident of Japan", which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan) except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Securities and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan taken as a whole.

EXHIBIT 5.1

[LETTERHEAD OF HONIGMAN]

August 30, 2004

Amerigon Incorporated
500 Town Center Drive, Suite 200
Dearborn, MI 48126

Ladies and Gentlemen:

We have represented Amerigon Incorporated, a California corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-3 (the "Registration Statement"), for registration under the Securities Act of 1933 (the "Securities Act") of (a) 1,003,136 shares of the Company's common stock, no par value, offered by selling shareholders for resale (the "Common Shares"), (b) 691,326 shares of the Company's common stock, no par value (the "Warrant Shares"), which are offered by selling shareholders for resale after the exercise of certain common stock warrants to purchase those shares, and (c) 5,373,134 shares of the Company's common stock, no par value (the "Conversion Shares"), which are offered by selling shareholders for resale after the conversion of 9,000 shares (the "Preferred Shares") of the Company's Series A Convertible Preferred Stock into those shares.

Based upon our examination of such documents and other matters as we deem relevant, it is our opinion that:

(1) The Common Shares are duly authorized, validly issued, fully paid and non-assessable.

(2) The Warrant Shares are duly authorized and, when issued, sold and delivered by the Company upon exercise of the common stock purchase warrants, against payment of the exercise price for the Warrant Shares, in accordance with the common stock purchase warrants and when appropriate certificates representing the Warrant Shares are properly prepared, executed and delivered, the Warrant Shares will be validly issued, fully paid and non-assessable.

(3) The Conversion Shares are duly authorized and, when issued, sold and delivered by the Company upon conversion of the Preferred Shares, against surrender of the Preferred Shares, in accordance with the Certificate of Determination of Rights, Preferences and Privileges of the Series A Convertible Preferred Stock filed with the California Secretary of State on May 26, 1999, as amended by the Amendment to the Certificate of Determination of Rights, Preferences and Privileges of the Series A Convertible Preferred Stock filed with the California Secretary of State on August 22, 2000, and when appropriate certificates representing the Conversion Shares are properly prepared, executed and delivered, the Conversion Shares will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus included in the Registration Statement. In giving such consents, we do not admit hereby that we come within

the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission under the Securities Act.

Very truly yours,

/s/ HONIGMAN MILLER SCHWARTZ AND COHN LLP

HONIGMAN MILLER SCHWARTZ AND COHN LLP

EXHIBIT 23.1

[LETTERHEAD OF PRICEWATERHOUSECOOPERS LLP]

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-3 of our report dated March 4, 2004 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, 2003. We also consent to the reference to us under the headings "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
PricewaterhouseCoopers LLP

Detroit, Michigan
August 27, 2004