



41698 Eastman Drive, Murrieta, CA 92562
Phone: (949) 515-5360 Fax: (951) 600-8530
www.seawide.com

Dealer Information and Terms

Thank you for your interest in opening an account with Seawide Marine Distribution, Inc. (“Seawide”). **Please complete and sign the attached Dealer Application, including the Financial Information and trade references, and return it, along with resale documentation (see Sales Tax section below).** Please submit the completed Dealer Application to Seawide’s accounting department by mail, fax, or e-mail. Mail applications to the Murrieta address shown above; fax applications to: 951-600-8530 or e-mail applications to: accounting@seawide.com.

Seawide will process your application as quickly as possible. The timeframe to establish your account will depend primarily upon the completeness and accuracy of the information on the Dealer Application. The establishment of terms will depend on the timing of receipt of responses from trade references. Trade references are required on all applications.

For new Dealers, following approval, who require an order filled before credit terms are established, if at all, Seawide will ship orders to such new Dealers in an amount up to \$5,000, at Seawide’s sole discretion, on a COD basis, if paid at delivery by regular check, or in a greater amount if shipped on a COD Certified basis if paid at delivery by Certified Funds; or shipment will be made after prepayment, either by certified funds, wire transfer or by credit card. Please notify the sales person of the method to be used for payment. If using credit card, a signed “Credit Card Authorization Form” must be completed. If no other designation is made, new accounts, within the USA, will be set up with initial terms of COD until other terms are established.

Once the application process is complete, Seawide will provide notification by fax or e-mail. Nothing contained in this process guarantees that you or the applicant company will be approved as a Dealer, or that credit terms will be offered for purchasing product.

SALES AND USE TAX: Resale documentation is required for all accounts as part of the set-up process to establish eligibility to purchase wholesale. Seawide will accept a valid and completed state exemption certificate or Multistate Tax Commission Uniform Sales and Use Tax Exemption/Resale Certificate – Multijurisdictional Form, as applicable. See the “Become a Dealer” section of our website: www.seawide.com for tax exemption forms. Evidence of freight forwarder must be provided for California, Florida, Maryland, New York, Pennsylvania, and/or Washington. A written statement from the freight forwarding company on their letterhead stating that they are exporting product on your company’s behalf is sufficient. Accounts awaiting resale documentation, or upon expiration of resale or other exemption documentation, will be placed on hold until valid resale documentation can be obtained. Dealer/Purchaser is responsible for sales tax on orders processed without valid resale or other exemption documentation on file.

PAYMENT OPTIONS: All products must be paid for prior to shipment, unless an open account (subject to credit approval) has been established. Payment can be accomplished by having Seawide ship orders on a C.O.D. basis, or prepayment made by certified funds, or bank transfer, or ACH, or by credit card. Advanced payment by bank transfer is mandatory on all international orders. A “Credit Card Authorization Form” must be completed when using credit card. Payment by credit card will not be accepted on product(s) ordered on net or discounted terms. Third party payments are not accepted.

FINANCE CHARGES: If an open account is established, and if such account is not paid within established terms, Dealer will be charged interest at a rate of 1.5% per month, or the maximum allowable by law, whichever is less. If an account is not paid pursuant to terms, at Seawide’s sole discretion, credit may be suspended or revoked and/or the Dealer rights terminated.

If collection action is necessary, Dealer agrees to pay all costs of collection, including legal fees and court costs.

RETURNED CHECKS: All returned checks will be subject to a \$25.00 processing fee and any returned check may result in cancellation of credit terms, and/or Dealer rights.

RETURN POLICY:

Seawide, subject to certain conditions, has a 30-day return policy. Restock fees are assessed at Seawide’s sole discretion. Special orders and closeout items are not eligible for cancellation or return for credit. Seawide is not responsible for freight on any return.



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Seawide's full Return Policy is available on the "Become a Dealer" section of our website: www.seawide.com.

Prior authorization is required on all returns. To obtain a Return Material Authorization (RMA) number, e-mail RMA@seawide.com or call 866-732-9433 ext. 507. Specific information is required for an RMA, details are available on our full Return Policy: www.seawide.com/images>Returns.pdf.

All items being returned must be in new, complete, and sellable condition, and must be in its original packaging unmarked. A copy of Seawide's original invoice must be included with any return. Seawide reserves the right to return items freight collect that were returned for credit or replacement and are not in new condition and packaged in the original factory packaging.

RMAs expire 30 days from the date issued. Please insure all returns arrive in our warehouse within 30 days of receiving the RMA.

WARRANTY: Seawide does not provide any warranty as to any product sold. Products may include a manufacturer's warranty, which is the only warranty provided. Any items returned to Seawide, pursuant to any manufacturer's warranty, may be replaced, repaired, or credited at Seawide's sole discretion. Items that are returned under a warranty, and are found to perform to manufacturer's specifications, will be rebilled and returned to Dealer and subject to a service charge and return freight. **Seawide is not responsible for freight on any warranty items.** Replacements are handled as a new purchase. Replacement units are billed according to Dealer's regular account terms. See our full policy at www.seawide.com/images>Returns.pdf.

SHIPPING AND HANDLING: All costs of shipping, including freight, handling and insurance, are the Dealer's responsibility. Such charges will be based upon common carrier rates. All packages shipped UPS, will be shipped without insurance, unless specified at the time of purchase, or noted on the P.O. Any product shipped without insurance will be at Dealer's risk of loss. Seawide Marine uses FedEx, UPS, USPS, and assorted trucking companies. **It is Dealer's responsibility to refuse to accept any item that arrives damaged.** Seawide, at its sole discretion, will determine whether Seawide or Dealer is responsible for filing a claim with the appropriate carrier for any lost or damaged items.

DROP-SHIPMENTS: Seawide will drop-ship items to any address via United States Postal Service (USPS), Federal Express (FedEx), United Parcel Service (UPS), or other common carrier. Drop-shipments will only be made on a pre-payment basis, paid prior to shipping, unless Dealer has open terms and Dealer's account is in good standing. No drop shipments will be made on COD terms. In the event that Seawide should provide any drop-shipping services, Seawide will add applicable sales or use tax, unless Dealer provides proof that such shipment is exempt pursuant to the Section "Sales and Use Tax," above. Dealer/Purchaser shall indemnify and hold Seawide harmless if it is later determined that such shipment was exempt from sales or use tax or otherwise subject to tax, including due to an invalid exemption certificate. Dealer/Purchaser understands and agrees that they are responsible for collection, payment, and reporting of Sales and Use tax in those states in which the Dealer/Purchaser has met, for tax purposes, the state's statutory doing business and/or sales threshold.

MAP POLICIES: Some of Seawide's Manufacturers have a Minimum Advertised Price (MAP) for some products. Dealers must adhere to any stated MAP pricing, which means that a Dealer may not advertise any MAP item for less than the MAP price. This policy applies to all forms of advertising, including: mailings, catalogs, displays at Dealer exhibitions and shows, and any and all other use of any advertising media, including, but not limited to, the Internet or any other electronic network. Failure to follow the Manufacturer's MAP policy may result in termination of dealership rights.

MRP POLICIES: Some of Seawide's Manufacturers have a Minimum Retail Price (MRP) for some products. Dealers must adhere to any stated MRP pricing, which means that a Dealer may not sell any MRP item for less than the MRP price. Failure to adhere to a Manufacturer's MRP policy may result in termination of dealership rights.

Thank you for choosing Seawide Marine Distribution to fill your marine electronic needs.

Sincerely, *Mike Yarbrow*
Mike Yarbrow, CEO



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I/WE herewith make application to SEAWIDE MARINE DISTRIBUTION (hereinafter "Vendor") for credit, or an increase or reconfirmation of our existing account. The undersigned gives and grants Vendor permission to verify or re-verify all information stated herein at any time. I/WE hereby agree that all credit granted and/or extended shall be paid timely in accordance with the Vendor's set terms.

PLEASE COMPLETE ALL SECTIONS AND ANSWER ALL QUESTIONS

Company Name _____ Corporation LLC Partnership Sole Ownership
 DBA Name _____ Federal Tax ID _____ Business Type _____
 Bill to Address _____ City _____ State _____ Zip _____
 Phone () _____ Fax () _____ Co Email _____ Use for news/specials
 Ship to Address _____ City _____ State _____ Zip _____ Freight Forwarder
 Freight Forwarder Name _____ Years in Business # _____ Amt of Credit Desired \$ _____ COD Credit Card
 What markets does your business target? Marine Outdoor Internet Automotive Other _____
 Do you have a Retail Storefront/Dealership/Boatyard? _____ Web Address _____ % sales from site? _____

FINANCIAL INFORMATION (Required)

Bank _____ Acct# _____ City _____ State _____ Phone () _____
 Contact _____ Bank Credit Line _____ Secured Yes No Type of Security _____
 Has applicant or any owners, principles, members, officers, or directors ever filed a voluntary petition for bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? Yes No If yes, please explain _____

TRADE REFERENCES (Required)

Name _____ State _____ Phone () _____ Fax () _____ Acct # _____
 Name _____ State _____ Phone () _____ Fax () _____ Acct # _____
 Name _____ State _____ Phone () _____ Fax () _____ Acct # _____
 Name _____ State _____ Phone () _____ Fax () _____ Acct # _____

PLEASE PROVIDE CONTACTS WITH THEIR TITLES AND CONTACT INFO (Required)

Co Principal _____ Title _____ Phone () _____ Email _____
 Sales Contact _____ Title _____ Phone () _____ Email _____
 A/P Contact _____ Title _____ Phone () _____ Email _____
 Please specify preferred method of invoice delivery Email _____ Fax _____
 Please specify preferred method of statement delivery Email _____ Fax _____

AGREEMENT (Required)

The undersigned hereby certifies that the information provided on this Dealer Application and Financial Information is true and correct. The undersigned further agrees to be jointly and severally liable for payment of all invoices for products shipped by Seawide, including payment of late fees, finance charges and legal fees which may be owed to Seawide by Dealer. The undersigned represents that the undersigned has read the Dealer Information and Terms in the cover letter signed by Mike Yarbrow, the CEO of Seawide, and on behalf of Dealer, agrees to be bound by such terms and conditions contained in the Dealer Information and Terms cover letter. The undersigned represents and warrants that they have the authority to bind the Dealer.

Signature _____ Title _____
 Print Name _____ Date _____

(Please SIGN and PRINT name above. NOTE: Signature Must Be That of Owner, Partner or Officer)
For Office Use Only

CUST # _____ Date Rcvd _____ Cust Since _____ Terms or Limit Increase Request? Yes No
 Initial Terms _____ Terms _____ Salesperson _____ Class _____ Territory _____
 Initial Limit _____ Limit _____ Resale _____ Manager _____ User ID _____ Password _____
 CC Customer Salesperson Manager AR Rep Website Avatax



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CREDIT CARD AUTHORIZATION

Must be completed if you are using a credit card

I, (Print Name) _____, do hereby authorize Seawide Marine Distribution to charge the following credit card for purchases made under the customer name of _____.

Card Type Visa MasterCard American Express

Name printed on card _____ Company Card Yes No

Phone _____ Email Address _____

Security Code #: Code must be provided at time of order (3 digits V/MC – 4 digits AMEX)

Card # _____ Expiration date _____

Card Billing Address _____ City _____ State _____ Zip _____ - _____

Terms:

1. All products and associated fees and charges must be paid for prior to shipment. Payment for shipping, or other charges billed after shipment(s) will be processed on the same credit card used for the original order or shipment.
2. Your card will be kept on file for future orders unless you specify that this is a one-time credit card authorization.
Check box if card authorized for one time use only Invoice # or Sales order # _____
3. Credit card cannot be used to make payments on product ordered on net or discounted terms.
4. Payment by Third Party credit card shall not be accepted.
5. Cardholder must be listed as a contact on the Dealer Application or identification may be required at Seawide’s sole discretion.
6. If the credit card does not process for all or any amount owed as prepayment or payment to Seawide, alternative payment will be required, and account may be placed on hold until payment is received.

Agreement:

The undersigned hereby certifies that the information provided on this Credit Card Authorization is true and correct. The undersigned understands and agrees with the terms listed herein. The undersigned further agrees that Seawide shall use the credit card listed above for prepayment or payment of invoices for products shipped by Seawide, including shipping costs, sales tax, and / or associated fees or charges which may be owed to Seawide by Dealer. The undersigned represents and warrants that the signature below is that of the Cardholder and that they authorize use of the above listed credit card as specified herein.

Authorized Signature/Cardholder _____ Title _____

Print Name _____ Date _____

(Please SIGN and PRINT name above. NOTE: Signature Must Be Authorized Cardholder)