



LEWIS MARINE SUPPLY of FORT LAUDERDALE, Inc.

1-11-09 FT

MAIL OR FAX TO:

220 SW 32nd Street • Fort Lauderdale, FL 33315
Ph: (954) 523-4371 • Fax: (954) 463-7715
lms@lewismarine.com

LMS ONLY
Approved By _____ Date _____
Acc. No. _____
Route _____ Geo. Code _____

NEW ACCOUNT APPLICATION

ALL APPLICATIONS MUST BE SIGNED AND COMPLETED FULLY TO BE PROCESSED. PLEASE TYPE OR PRINT.

Account Name _____ Application Date _____
Delivery Address _____ Street _____ City _____ County _____ State/Country _____ Zip/Postal Code _____
Mailing Address _____ Street _____ City _____ State/Country _____ Zip/Postal Code _____
Freight Forwarder (if applicable) _____ Street _____ City _____ State/Country _____ Zip/Postal Code _____
Fax Number _____ Phone Number _____ E-Mail Address _____ Do you export? Yes No

Type of Business (check one): Marine Trade Other Than Marine Trade Is a purchase order required? No Yes
Type of Business Ownership (check one): Sole Proprietorship/Individual Ownership Partnership Corporation/L.L.C.
Please describe your business activities: _____

If you wish to restrict purchasing privileges to specific individuals, please specify authorized purchasers: (1) _____ (2) _____

Method of Payment (check one):
 Cash on Delivery (Credit Cards or Business Checks are acceptable. No Personal Checks.) Lewis Marine Open Account. If Lewis Marine Open Account is desired, complete the credit portion of this application.

AMERICAN EXPRESS, MASTERCARD, VISA, DISCOVER
Do you want Lewis Marine Supply to keep your credit card number on file for automatic payment of your orders? Yes No
If Yes, credit card number: _____ Exp. Date: _____ 3 or 4-Digit Code: _____

Name and Address on Card: _____

Applicant acknowledges and agrees that if this application is approved by Lewis Marine Supply (LMS), that the applicant shall abide by the Lewis Marine Supply credit policy, requirements and terms set forth in this application and in the attached LMS policy. Further, it is acknowledged and agreed that LMS reserves the right at any time, in its sole discretion, to modify the account requirements and/or terms, including the right to cancel the account. Past due accounts are subject to interest at the rate of 1.5% per month on the past due amount. Should it become necessary for LMS to enforce its right to payment on the account by legal process, including engaging attorneys who, with or without suit, assist in the collection of the account, then applicant shall be responsible, in addition, to all other sums owed on the account, for all reasonable attorneys' fees and costs sustained by LMS.
Sales tax must be collected on any purchases unless a copy of the sales tax certificate is provided.

Signature of Applicant _____ Print Name of Applicant _____

(NOT NECESSARY TO COMPLETE THIS PORTION UNLESS LEWIS MARINE OPEN ACCOUNT IS DESIRED)

CREDIT INFORMATION: If a guarantee is required, the credit information requested must be for the Guarantor. Applicant and Guarantor, if applicable, agree to a credit check by a credit bureau of Lewis Marine Supply's choice.

How long in business at this address? Yrs. _____ Mos. _____ (If less than 12 months, give prior addresses for the past 1 year.)

Tax I.D. Number (If Sole Proprietor or Individual Ownership, give social security number; otherwise, give federal tax I.D. number): _____

CREDIT REFERENCES: If Marine Trade Business, list marine trade credit references. If General Business or Guarantor list banking, financing references.

1. Name _____ Address _____
City _____ State/Country _____ Zip/Postal Code _____ Phone _____ Fax Number _____
2. Name _____ Address _____
City _____ State/Country _____ Zip/Postal Code _____ Phone _____ Fax Number _____
3. Name _____ Address _____

If Corporation or Limited Liability Company (L.L.C.), state the full corporate name or company name: _____

Place of Incorporation _____ Name and Address of Resident Agent _____

If Partnership, state whether it is registered with any state: Yes No. If yes, where registered? _____. State the names and addresses of General Partners:

Name _____ Address _____
Name _____ Address _____

GUARANTY: The undersigned Guarantor agrees to be responsible to Lewis Marine Supply for payments of all amounts that may be owed to Lewis Marine Supply by _____ and/or its/his/her assigns and/or successors (heirs). THIS IS A GENERAL GUARANTY WHICH IS ENFORCEABLE BY LEWIS MARINE SUPPLY, ITS SUCCESSORS AND ASSIGNS. THIS IS ALSO A CONTINUING, ABSOLUTE AND UNCONDITIONAL GUARANTY that continues to apply even if _____ sells, assigns or transfers its business to a third party. Lewis Marine Supply will grant a release of this guaranty at anytime on written request and the payment in full of the account balance.

Guarantor's Signature _____ Printed Name of Guarantor _____ Address of Guarantor _____

Tax I.D./Social Security Number _____ Phone Number _____ Fax Number _____ E-Mail Address _____



LEWIS MARINE SALES POLICY REQUIREMENTS AND TERMS

WHOLESALE SALES

LMS sells its products and provides service to its approved wholesale customers through either a "Trade Account" or a "General Account." Trade Accounts are available to the following trade classes:

- | | | |
|--------------------|---|------------------------|
| (D) DEALERS | (M) MANUFACTURERS | (E) EXPORTERS |
| A. Marine Stores | A. Boat | A. Selling directly to |
| B. New Boats | B. Marine Accessory | countries other than |
| C. Marine Engine | C. Sailmakers | the United States. |
| D. Dry Storage | | |
| (Y) YARDS | (I) INDEPENDENTS* | |
| A. Full Service | A. Refinishers | |
| | B. Mobile Operators with a business address | |
| | C. Mobile Mechanics | |

General Accounts are available to all other approved wholesale account customers.

*NOTE: Independent operators must have a bona fide place of business and address. Wholesale trade recognition will be determined by a full explanation of your type and place of business.

ACCOUNTS

All Accounts must be approved after written application on a LMS account application form. LMS reserves the right, at anytime, in its sole discretion, to terminate, cancel, modify, restrict, limit, or otherwise amend the terms of any account. General accounts may be restricted or refused once established if LMS determines in its sole discretion that service to the General Account holder will interfere with any Trade Account relationship.

OPEN ACCOUNT TERMS

It is the policy of LMS to reserve open account privileges to credit worthy customers that have been established for a period greater than twelve (12) months. Account balances are due and payable by the 25th of the month. Payments received in full payment of an open account balance by the 15th of the month following purchase shall receive a 2% discount. Balances that are due and not received by the 25th of the following month may render an account subject to C.O.D.

LMS will not accept personal checks for payment. All checks submitted for processing must be in the name of the account held at LMS. Any returned check may place an account on permanent cash only, and may incur a \$25.00 handling charge.

WILL CALL AND COUNTER SALES ON OPEN ACCOUNT

All customers desiring to pick up merchandise at the "Will Call" or "Counter Sales" area that is to be charged on open account shall designate in writing to LMS those persons who are authorized to do so. Without proper authorization, merchandise will not be allowed to leave the LMS premises unless it is paid by cash or credit card. Driver's license identification is required on all counter sales.

SHIPPING/DELIVERY/WILL CALL

Customers may specify that they "Will Call" for ordered merchandise; otherwise, customers must provide specific shipping or delivery instructions. If this is not done, LMS will use its own judgement in selecting the method and route for shipping. Please refer to the LMS catalog for information about shipping when ordering. Except for open account customers, shipment, delivery or will call pick up of the ordered merchandise will be made only after payment is received by credit card or in cleared funds. A representative of the customer must sign for shipped or delivered merchandise.

HAZARDOUS MATERIALS AND DANGEROUS GOODS may be subject to packing and shipping surcharges.

DAMAGE IN TRANSIT

LMS packing is expertly done with consideration given to type of article and carrier. Should damage occur, please note details on freight bill and immediately file proper claim with transportation company. Damage in transit is the responsibility of the carrier. Claims filed against the carrier are the responsibility of the customer.

ORDERS

Unless otherwise specified, all items not shipped are considered cancelled. There is a minimum of \$5.00 Net billing per invoice.

INTERNET, E-MAIL, PHONE, FAX AND REGULAR MAIL ORDERS

The first concern of LMS is to fill orders accurately and quickly. To help attain this your cooperation in using the LMS catalog to express quantity, figure number, manufacturers number, finish, size, voltage, color, etc. is needed.

SPECIAL ORDERS

LMS is happy to place special orders as needed when customers require part numbers that LMS does not stock. If these parts are needed in a hurry and cannot be included with a factory stock order, the customer will be expected to pay the additional charges incurred, such as phone, freight, or drop ship charges. There will be a 50% deposit required on all special orders.

SHORTAGES

Any errors in shipment must be reported within five (5) days of receipt of goods.

RETURNED GOODS POLICY

1. Goods shall not be returned to LMS without a Returned Goods Receipt authorization number. Phone for number prior to shipping. Goods returned without authorization will be returned at the expense of the customer.
2. A copy of the invoice must accompany all returns.
3. Goods returned incomplete or in boxes other than original may not be eligible for full credit. Credit will be issued only upon inspection of the condition of the returned goods.
4. Special orders (non-stocked items) and material made to order or cut to length will not be accepted for credit.
5. A handling and or restocking change may be applied. Contact your salesperson for details.
6. Shipping charges must be prepaid.

Questions regarding returns or credits should be directed to the LMS Customer Service Department.

WARRANTY

LMS is an authorized distributor for nationally recognized manufacturers producing goods for the marine industry. Many of the products distributed by LMS are warranted by the manufacturer.

A copy of each manufacturer's warranty is available upon request.

As a distributor, LMS assumes no liability for the use of any item manufactured by others, and offers no warranty, either expressed or implied, for such products.

If failure of a product purchased through LMS occurs during a manufacturer's warranty period, a claim for adjustment may be submitted directly to the manufacturer, or LMS will assist in submitting such claims through our Customer Service Department.

Products sent to LMS for warranty consideration are accepted only under the conditions stated in the manufacturer's policies. Please note that the acceptance of such items by LMS for submission to the manufacturer does not imply validity to any claim. All decisions regarding the repair or replacement of any items are the sole responsibility of the manufacturer.

Under no conditions is LMS as a distributor, authorized to replace a defective item prior to submitting such item to the manufacturer.

PRICES

All prices in the LMS catalog are subject to change without notice and are F.O.B. warehouse unless quoted otherwise.

CREDIT CARDS

LMS accepts the following credit cards: (LMS does not accept personal checks)

