



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

For LMS use only:

Account #: _____

Date Rec'd: _____

NEW ACCOUNT APPLICATION

Business Name _____

Shipping Address _____

Commercial City _____ State: _____ Zip: _____

Residential Country _____

Billing Address _____

(if different) City _____ State: _____ Zip: _____

Country _____

<p>Primary Contact:</p> <p>Name _____</p> <p>Title _____</p> <p>Phone _____</p> <p>Email _____</p>	<p>Accounts Payable Contact:</p> <p>Name _____</p> <p>Phone _____</p> <p>Fax _____</p> <p>Email _____</p>
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<p>Email statements to _____</p> <p>Email invoices to _____</p> <p>Email flyers to _____</p> <p>(list all) _____</p>	<p>PO Required? YES NO</p> <p>Accept Backorders? YES NO</p>
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<p><input type="radio"/> Corporation Fed ID _____</p> <p><input type="radio"/> Partnership or _____</p> <p><input type="radio"/> Sole Proprietor Soc Sec _____</p> <p>Date Business Established _____</p>	<p>Acct Type Requested (mark one)</p> <p><input type="radio"/> Open Account</p> <p><input type="radio"/> COD</p> <p><input type="radio"/> Prepay CC</p>
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Owners Name(s)	Home Address	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

Marine Trade References (list company)	Account #	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby authorize the above references to supply Lewis Marine Supply with relevant information concerning our financial relationship with said references.

Print Name _____ Signature _____ Title _____

Type of Business (brief description of products and/or services offered by your company)

Do you plan to maintain inventory of the items you purchase from LMS?

- YES
- NO

For what purpose will LMS merchandise be used?

- RESALE
- EXPORT
- MANUFACTURING

If you do not pay sales tax, please provide your sales tax number _____

Forecast of annual purchases \$ _____

Conditions of Sale

Applicant acknowledges and agrees that if this application is approved by Lewis Marine Supply (LMS), the applicant shall abide by the LMS credit policy, requirements and terms set for 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 valid resale certificate is provided.

Signature of Principal

Title

Date

(Application will not be processed without signature)

Personal Guaranty (for open accounts)

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 any time on written request and the payment in full of the account balance.

Printed Name

Signature

Social Security #

Address of Guarantor

For Lewis Marine Supply Use Only. Do not write below this line

Credit Limit _____

Approved By: _____

Date: _____

Salesperson _____

Territory _____

Authorized By _____

Please return by fax to (954) 463-7715 or by email to lms@lewismarine.com

Please include your resale certificate. Until received, all orders will be subject to applicable sales tax.



LEWIS MARINE POLICIES AND GENERAL INFORMATION

WHOLESALE SALES

Lewis Marine Supply (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

- A. Marine stores
- B. New boats
- C. Marine engine
- D. Dry storage

(M) MANUFACTURERS

- A. Boat
- B. Marine accessory
- C. Sailmakers

(E) EXPORTERS

- A. Selling directly to countries other than the U.S.

(Y) YARDS

- A. Full service

(I) INDEPENDENTS *

- A. Refinishers
- B. Mobile operators with a business address
- C. Mobile mechanics

General Accounts are available to all other approved wholesale 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. LMS reserves the right, at any time, 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 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 15th of the month. Balances that are due but not paid by the 25th day of the month following the date of the account statement shall be subject to interest calculated from the 25th day of said following month to the date of payment at the rate of 1.5% per month.

RETURNED CHECKS

Any returned check may result in the Account being placed on cash-only terms and will incur a \$30.00 handling fee.

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 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. Please refer to the LMS freight policy for further information.

DAMAGE IN TRANSIT

LMS packing is expertly done with consideration given to the type of article and carrier. Should damages occur to goods shipped by a common carrier, the customer shall notify the carrier of such damage at the time of delivery and the customer shall be responsible to make and pursue a damage claim against such carrier in compliance with the details on the freight bill. LMS is not responsible for third-party common carrier freight damage. Should damage occur to goods in transit delivered by LMS delivery vehicles, the customer shall immediately notify the driver or LMS customer service department at the time of

delivery.

ORDERS

Unless otherwise specified, all items not shipped are considered cancelled.

INTERNET, EMAIL, PHONE AND FAX 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, part number, finish, size, voltage, color, etc. is needed. Please include your LMS account number as well.

SPECIAL ORDERS

LMS is happy to place special orders as needed when customers require parts 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 freight and drop ship charges. **All special orders require payment in full at the time the order is placed. Special order merchandise is not returnable.**

SHORTAGES

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

RETURNED GOODS POLICY

1. Goods shall not be returned to LMS without a Returned Goods Authorization (RGA). Please call for RGA prior to shipping. Goods returned without authorization will be returned at the expense of the customer.
2. Goods returned incomplete or in boxes other than original packaging may not be eligible for full credit. Credit will be issued only upon inspection of the condition of the returned goods.
3. Goods returned after thirty (30) days will incur a 20% handling and restocking charge. No material will be accepted after sixty (60) days.
4. Shipping charges must be prepaid.

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.

PRICES

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