

NEW CUSTOMER ACCOUNT FORMS
 APPLICATION FOR CREDIT
 CHAPMAN WALTERS INTERCOASTAL CORPORATION (C.W.I.C.)
 20081 Ellipse
 Foothill Ranch, CA 92610
 (949) 448-9940 Phone
 (949) 448-7008 Fax

Account# _____

Dealer Corporation Name: _____ DBA: _____
 Billing Address: _____ Ship to Address: _____
 City: _____ City: _____
 State: _____ Zip: _____ State: _____ Zip: _____
 Phone: _____
 Fax: _____

Type of Business: Sole Proprietor _____ Partnership _____ Corporation _____
 State Tax Resale# _____ Federal ID# _____
 Name of Owner(s) 1) _____ 2) _____ 3) _____
 Address: _____
 Phone: _____
 Social Security # _____

Type of Operation: _____ Years in Business: _____
 Prior Related Business: _____ Location: _____

Terms Requested: C.O.D. _____ Net 30 _____ Credit Card _____ Other: _____
 No Shipments until Credit Approval
 Credit Card: _____ Number: _____ Expires: _____
 Cardholder's Name: _____ Signature: _____
 Estimated Monthly Purchases: \$ _____ Estimated Annual Purchases: \$ _____
 Other Snorkeling Lines Represented: _____

Please List Three Trade References With Which You Are Currently Doing Business:

Company: _____	Company: _____	Company: _____
Address: _____	Address: _____	Address: _____
Phone# _____	Phone# _____	Phone# _____
Account# _____	Account# _____	Account# _____

Bank Information:

Bank: _____ Contact: _____
 Phone# _____ Account # _____

Individual Continuing Personal Guarantee-Must Be Signed to Approve Dealership

I, _____ residing at (home address) _____ for and in consideration of extending credit at my request to _____ of which I hereby personally guarantee to C.W.I.C. any obligations or indebtedness of the Company and I hereby agree to bind myself to pay to C.W.I.C. on demand any sums of money which may become due to you by the Company whenever the Company shall fail to pay the same. It is understood that the guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive notice of default, non-payment, and notice thereof and consent to any modification of renewal of the credit agreement hereby guaranteed. If it becomes necessary to enforce this guarantee by suit, I agree to pay interest and attorney fees as allowed by law.

Applicant's Signature: _____ Print Name: _____
 Witness Signature: _____ Print Name: _____
 Address: _____

Applicants signature attests financial responsibility, ability, and willingness to pay our invoices in accordance with the terms and conditions as stated on the front and reverse of this application as well as individual state. Applicant's signature attests that the above information is for the purpose of obtaining an Authorized dealership and/or credit terms with C.W.I.C. and the information is warranted to be true and correct. I/We hereby authorize C.W.I.C. to investigate any and all information, trade references, and bank references listed pertaining to my/our credit and financial responsibility. Authorization for dealership and/or credit terms will be at the sole discretion of C.W.I.C. Possessions and/or completion of the application does not constitute and/or imply an offer or contract to sell. Should credit be granted by C.W.I.C., all decisions with respect to the extension or continuation of such credit shall be at the sole discretion of C.W.I.C.. C.W.I.C. may terminate credit availability at its discretion at any time. I/We hereby agree that any disputes arising between C.W.I.C. and dealer will be resolved in the State of California's Orange County Superior Court.

Dealer Name: _____

Signature: _____

Title: _____

Signature: _____

Title: _____

For Office Use Only

Date Received: _____

Territory # _____

Salesman# _____

Sales Rep Approval: _____

Date: _____

Sales Manager Approval: _____

Date: _____

Credit Department Approval: _____

Date: _____

Approved Terms: _____

Credit Limit: \$ _____

AUTHORIZED C.W.I.C. SALES TERMS AND CONDITIONS

- 1. Authorized Dealer Appointment.** Upon approval and authorization by C.W.I.C., the dealer named on the face of this Authorized Dealership/Credit application is granted appointment by C.W.I.C. as an authorized C.W.I.C. dealer for the in-store sale of C.W.I.C. equipment.
- 2. Location.** The dealer location (s) referred to on the face of this application is/are the only location (s) authorized by C.W.I.C. from which the dealer may sell C.W.I.C. equipment.
- 3. In-Store Retail Sales.** Upon authorization, dealer accepts and understands that the authorization is for in-store retail sales only and will continue to sell C.W.I.C. equipment in that manner throughout the authorized period.
- 4. C.W.I.C. & Dealer Reputation.** To carry on business at all times in a manner which reflects favorably on C.W.I.C. and the dealer, their good names goodwill, and good reputations. Dealer will not by itself or with others be a party to any illegal, misleading, or deceptive or unethical advertising or business practice including, but not limited to use of illegal "bait and switch" or "loss leader" techniques that are or may be harmful to C.W.I.C. or the public.
- 5. Inspection of Facilities.** To allow representatives of C.W.I.C. to enter dealer location in order to assure that the dealer is conducting business according to the terms of this agreement.
- 6. Cancellation.** C.W.I.C. has the right to cancel any orders placed by the dealer, or to refuse or delay the shipment of an order fails to make payment when due or fails to meet the obligations contained herein. However, should C.W.I.C. cancel, refuse, or delay any order or shipment of any order, such action will not be cancellation or breach of the authorization.
- 7. Duration.** The term of the authorization shall commence on the date it is approved, signed, and a dealer number is assigned by C.W.I.C.
- 8. Termination by Dealer.** Dealer may terminate this agreement at any time with notice to C.W.I.C. no less than 10 days prior to the actual date the dealer wishes the termination to take effect.
- 9. Termination by C.W.I.C..**
 - A. If dealer fails to meet the obligations of the authorization enumerated here, if the dealer goes into business with another party, if the dealer or any of its authorized locations are sold or acquired by another party, or if C.W.I.C. should choose for any reason to make changes in its distribution, C.W.I.C. may cancel this agreement by giving the dealer ten (10) days written notice of the intended date of cancellation.
 - B. At the sole option of C.W.I.C., the authorization will immediately terminate if: (1) a receiver is appointed for dealer or its property; (2) dealer becomes insolvent or unable to pay its debts when due or stops paying its debts when due in the ordinary course of business, or makes an assignment for the benefit of creditors; (3) any action is begun by or for the dealer under bankruptcy, insolvency, or debtor's relief law and such action is not set aside or vacated within sixty (60) days from the date such an action was first taken; or (4) dealer is liquidated or dissolved;
- 10. Cancellation/Termination Accounting**
 - A. All accounts due C.W.I.C. will remain due and payable beyond the date of termination, cancellation or expiration of this agreement.
 - B. If this authorization has been terminated because of dealer breach of its obligation under this agreement or changes in C.W.I.C. distribution plan, C.W.I.C. will have the option to repurchase from dealer any or all C.W.I.C. products unsold by dealer at net prices at which such products were originally invoiced to dealer. C.W.I.C. will have thirty (30) days from date of cancellation or termination to repurchase such products and C.W.I.C. will pay all reasonable transportation and other costs connected with shipping those products back to C.W.I.C.. As soon as dealer receives notice of termination or cancellation, dealer will send C.W.I.C. an inventory of all unsold products. Within ten (10) days after C.W.I.C. receives the inventory, C.W.I.C. will notify dealer whether it will repurchase the inventory.
- 11. Notices.** All notices referred to in this authorization agreement shall be in writing. All notices will be delivered in person or by certified mail, postage prepaid, to the C.W.I.C. address or dealer address. Notice is effective upon receipt if delivered by person, or if sent via certified mail upon the date placed in the U.S. mail.
- 12. Non-Assignment.** Dealer's authorization is exclusive. This agreement and all rights granted in the agreement shall not be transferred by Dealer to any other person, location, company, organization, or group without the proper written consent by C.W.I.C.
- 13. Effectiveness of Authorization.** This authorization will be effective only upon its execution and acceptance by a properly authorized representative of C.W.I.C. and assignment of a dealer account number.
- 14. Pricing.** All pricing is subject to change without notice. Orders that are accepted are subject to prices prevailing at the time of shipment. Prices do not include discounts. All prices are quoted in U.S. dollars.
- 15. Proforma Invoice.** Proforma invoice prices for foreign orders are good for sixty (60) days from date of proforma invoice.
- 16. Minimum Order.** Minimum domestic order is \$250.00.
- 17. Order Cancellation.** Orders may be cancelled by contacting your C.W.I.C. sales representative or the C.W.I.C. Customer Service department. Cancellations require approval and confirmation of responsible party. Program or booking orders may not be cancelled within ten (10) business days prior to requested ship date.
- 18. Trademarks and Tradenames.** C.W.I.C. has sole rights to its respective Trademarks and Tradenames. The dealer may use applicable Trademarks and Tradenames in promoting the sales of those products which have been purchased from C.W.I.C. and which are enumerated on the face herein, provided those products have been obtained from C.W.I.C. and from no other source. Dealer shall make use of the Trademarks and Tradenames in accordance with the guidelines for such as published by C.W.I.C.
- 19. Freight Charges.** All domestic orders are shipped F.O.B. warehouse (origin) unless otherwise stated.
- 20. Foreign Freight and Documentation Fees.** Freight, Insurance, documentation, and crating charges will be added to all foreign orders. There are no freight allowances on foreign orders.
- 21. Freight Claims.** Delivery to carrier constitutes delivery to purchaser. It is imperative that claims for missing merchandise or damaged in transit be filed by the recipient with carrier within ten (10) business days from receipt.
- 22. Transshipments.** Shipments will be made to authorized sales locations only. Terms begin on the invoice date (date shipped). Foreign orders are to be paid by letter of credit.
- 23. Issuing payment.** Payment must be made for the oldest invoice first. Payments must be made by invoice number. Remittance advice including number(s) being paid must be included with payment.
- 24. Insufficient Funds.** A handling charge of \$50.00 will be assessed on all "NSF" checks.
- 25. Deductions.** No deductions, other than cash discounts (if applicable). Program discounts (if applicable) are allowed without explanation and prior approval from C.W.I.C.
- 26. Credits.** Credits will be issued to your account and advice of credit provided by the issuance of a Credit Memo. No deduction may be made on remittance of credits without prior issuance of a Credit Memo to cover such deductions.
- 27. Past Due Balances.** All past due balances must be paid in full before the next order is shipped unless prior arrangements have been made.
- 28. Service Charges.** All past due invoices are subject to a periodic service charge of 1.5% per month (18% per year) on the past due balance.
- 29. C.O.D. Refusals.** C.O.D. refusals are subject to a \$25.00 service charge. Continuing C.O.D. refusals without justified cause will be subject to conversion of account terms to "cash in advance" (C.I.A.).
- 30. Returns for Credit.** A return authorization number is required for all returns for credit. Return authorizations must be obtained by calling C.W.I.C. at the number

listed. Requests for return authorizations must include original invoice and/or order number and reason for return. Authorized returns must be sent freight prepaid. It is the responsibility of the dealer to obtain adequate receipts from the carrier for the returned product(s). Credits will be issued upon verification of return.

31. Governing Law and Litigation. Terms and conditions herewith are controlled, governed, and interpreted according to the law of Orange County, CA and any disputes which may arise will be settled in the Orange County Superior Court.

32. Limitations of Liability. Neither party shall be liable to the other party for payment, re-payment, or damages relating to profits, whether present or future, expenses, investments, or commitments, or for any reason whatsoever. With respect to any order of products or the performance of any order or the product themselves, C.W.I.C.'s liability for negligence or otherwise will not exceed the dealer purchase price of the items contained in that order. In no event shall C.W.I.C. be liable to the dealer for special, incidental, or consequential damages.