

Global Scuba Manufacturing of Texas LLC - Dealer Application

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www.global-mfg.com



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PLEASE READ CAREFULLY! The undersigned discloses the following information for the purpose of obtaining a dealership account. Global Scuba Manufacturing of Texas LLC (GSMoT) reserves the right to terminate a dealership or limit the amount of purchase for repeated NSF checks, refusal of shipments or falsification of application data. GSMoT requires that all dealers take reasonable precautions when selling products to certified divers.

PLEASE CHECK:

- New Account
- No Application on File
- New Ownership

ACCOUNT TYPE REQUESTED:

- Credit Card
- Wire Transfer/US\$ Check
- COD (USA Only!!)

ORGANIZATION TYPE:

- Sole Proprietor
- Partnership
- Corporation

Company Name: _____ Contact Name: _____

Billing Address: _____
Street Address _____ City _____ State/Province _____ Zip _____ Country _____

Shipping Address: _____
Street Address _____ City _____ State/Province _____ Zip _____ Country _____

Telephone # _____ Fax# _____ Mobile # _____ Email _____

Federal Tax ID# (USA Only) _____ State Reseller# (USA Only) _____ List as Dealer on GSMoT Website – circle one Yes No

BUSINESS TYPE: (Check all that apply)

___ Retail Dive Business

Shop Hours _____ Compressor Type _____ Certification Agency _____
Equipment Lines Carried _____

___ Charter/Live-aboard/Resort

On-Site Dive Boats _____ # of rooms/cabins _____ Compressor Type _____
Equip. Lines Stocked/Rented _____

___ Dive Equipment Manufacturer ___ Industrial / Service Supplier ___ Specialty Retailer

Product Types _____

___ Government/Military/Public Serv. ___ Educational/Research Facility

Product Types _____

DIVE INDUSTRY REFERENCES: Please complete all references. Your application will not be processed if incomplete. (N/A for Govt. / Educational Agencies)

1. Firm Name: _____ Account #: _____ Contact: _____ Email _____
Address: _____ Telephone: _____ Fax: _____

2. Firm Name: _____ Account #: _____ Contact: _____ Email _____
Address: _____ Telephone: _____ Fax: _____

3. Firm Name: _____ Account #: _____ Contact: _____ Email _____
Address: _____ Telephone: _____ Fax: _____

AUTHORIZATION: I/WE AUTHORIZE GLOBAL SCUBA MANUFACTURING OF TEXAS LLC TO MAKE WHATEVER INQUIRIES IT DEEMS NECESSARY IN CONNECTION WITH THE DEALER APPLICATION OR IN THE COURSE OF REVIEW OR REFLECTION OF ANY DEALER STATUS EXTENDED IN RELIANCE ON THIS APPLICATION. I/WE AUTHORIZE AND INSTRUCT ANY PERSON OR CONSUMER REPORTING AGENCY TO COMPILE AND FURNISH GLOBAL SCUBA MANUFACTURING OF TEXAS LLC ANY INFORMATION THAT IT MAY HAVE OR OBTAIN IN RESPONSE TO SUCH INQUIRIES AND AGREE THAT SUCH INFORMATION ALONG WITH THIS APPLICATION SHALL REMAIN THE CUSTOMER'S PROPERTY WHETHER OR NOT THE APPLICATION IS APPROVED. ALL INFORMATION SET FORTH IN THIS APPLICATION IS DECLARED TO BE TRUE IN REPRESENTATION OF THE FACTS AND ANY WILLFUL MISREPRESENTATION ON THIS APPLICATION COULD RESULT IN DENIAL OF THIS APPLICATION OR CANCELLATION OF DEALER STATUS. THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE GLOBAL SCUBA MANUFACTURING OF TEXAS LLC TERMS AND CONDITIONS OF SALE AND TO ALL CONDITIONS SET FORTH HEREIN.

Signature _____ Print Name _____ Title _____ Date _____

Terms and Conditions of Sale

Please read this document carefully! it contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

This Agreement contains the terms and conditions that apply to purchases by customers from the Global Scuba Manufacturing of Texas LLC ("GSMoT") that will be provided to you ("Customer") on orders for scuba equipment and/or related products and/or services and support sold by GSMoT. By accepting delivery of the scuba equipment, other products and/or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. If for any reason you are not satisfied with GSMoT purchase, you may return the products under the terms and conditions of GSMoT's return policy.

THESE TERMS AND CONDITIONS APPLY (I) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH GSMoT IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) UNLESS OTHER GSMoT STANDARD TERMS APPLY TO THE TRANSACTION.

Other than as specifically provided in any separate formal purchase agreement between Customer and GSMoT, these terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and GSMoT. This agreement and any sales thereunder shall be governed by the laws of the state of Texas, United States of America, without regard to conflicts of laws rules.

Prices, invoices and orders. Prices are subject to change without notice. Prices can change monthly, weekly, even daily. For the most current pricing check the company website. A customer ID and password are required, contact our office to get set up – Dealers only. Merchandise shipped will be billed at dealer prices prevailing at the time of shipment plus freight. When paying invoices, please pay the oldest invoice first and identify each invoice being paid by the invoice number. To expedite inquiries about specific billings or payments, please refer to the invoice number. All orders, whether phoned, faxed, emailed or mailed are given our immediate attention and will be shipped promptly contingent upon merchandise in stock. Minimum order is \$25.00. A \$5.50 service fee is charged to all orders less than that amount.

Dealer Qualifications Global Scuba Manufacturing of Texas LLC sells its products throughout the world only through qualified dealers such as dive shops, resorts, charter services, and military or research agencies. We do not sell directly to independent instructors, individual divers, clubs, TEK-diving groups or companies that have no involvement with the underwater community. Under special circumstances, GSMoT may make discretionary accommodation sales to individuals or companies not within the diving industry. Possession of a GSMoT catalog and/or

price list does not constitute a binding offer to sell and GSMoT reserves the right to reject any/all offers. Those interested in selling GSMoT products must apply for dealership status by completing the GSMoT Dealer Application. Accounts that have NOT made a purchase within 2 years will be considered inactive and must be officially reinstated.

Payment terms. Terms of payment are within GSMoT's sole discretion.

- NET 30 Days terms are subject to prior approval by the GSMoT credit department. Statements are mailed monthly to open accounts. An interest rate of 2-1/2% per month will be placed on outstanding invoices. Accounts with open invoices 30 days past due will be automatically placed on Prepaid/Credit Card status and remain as such until 90 days after the account has become current. Accounts still past due at 90 days will be turned over for collection.
- Prepaid/Credit Card - Includes Credit Card, Wire/Bank Transfer or Certified Check. Credit cards accepted are VISA, MASTERCARD, and AMERICAN EXPRESS. A 2% surcharge is added to all corporate and international credit cards.
- A deposit may be required Any order (domestic or international) of \$500.00 or more (US DOLLARS) may require a deposit unless special circumstances apply. No merchandise will be assembled, packaged, or held until a deposit is received. Accepted orders that are awaiting final payment or shipping instructions will be held for no more than 30 days. A restocking fee of up to 25% may apply if account is not settled within 30 days. No additional fee is charged on foreign orders requiring export papers and/or MA forms. Inquiries about current export terms for resale merchandise should be addressed to the . GSMoT Sales Department.
- NSF CHECKS A \$50.00 charge per check will be assessed for all NSF checks. If a NSF check is returned a second time, another \$50.00 fee will be levied and within 10 days, the NSF check plus the NSF charges must be replaced with a certified check. If this is not completed, the account will be immediately submitted for collection. Multiple incidents of NSF checks will automatically cause your account to become Prepaid/Credit Card status.

Domestic Shipping: All shipments from GSMoT are shipped Freight on Board (FOB) our dock. GSMoT normally ships via UPS, FEDEX, or US Mail. Federal Express / UPS is used for priority packages. If you have a preference in carriers, please specify when ordering or GSMoT will select one depending upon the customer's location and the weight of the package. The following fees may be applied to packages shipped by GSMoT. All Domestic deliveries require an authorized signature from the recipient. GSMoT is NOT responsible for loss due to fraudulent or unauthorized signatures. A \$3.50 per carton handling charge is assessed. The current UPS/HAZMAT charge is \$35.00(subject to change) per carton. Carriers for certain GSMoT products levy Hazardous Material (HAZMAT) shipping charges. GSMoT adds that fee as a direct

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surcharge to the freight cost for that package (See SPECIAL CHEMICAL SHIPPING RESTRICTIONS). * Residential and Out Of Area deliveries have an additional charge, usually around \$2.00 or \$3.00 per package(subject to change). Please specify if a private residence. * A \$5.00 DROP SHIP charge will be added to any order shipped to any location other than the "Bill To" address, including residential deliveries.

International Shipments: International shipments are sent via air cargo. Federal Express, DHL, BAX Global are commonly used to ensure prompt delivery. We do not recommend ocean freight for shipping GSMoT products. GSMoT can also ship to a licensed freight forwarding company designated by the customer. Be aware that some carriers will not insure shipments to certain countries GSMoT cannot be responsible for missing or damaged merchandise when uninsured shipments are undertaken. If the international USPS is used, GSMoT cannot guarantee time/speed of delivery nor can we reliably trace or check on the shipment. Use International USPS at your own risk. International Shipments of some GSMoT chemicals are restricted (See SPECIAL CHEMICAL SHIPPING RESTRICTIONS below).

SPECIAL CHEMICAL SHIPPING RESTRICTIONS: Federal Government HAZMAT shipping regulations restricts the transport of several GSMoT products. Acidic Tank Cleaner #42070, Regulator Cleaner #43190, Hydrosonic Cleaner #43101/103 and Molykote #42140 can be shipped by GROUND ONLY. GSMoT cannot ship these items by air and cannot ship directly into foreign countries. For international transport, orders including the cited chemicals should be shipped via a licensed freight forwarding company experienced with HAZMAT materials. Packing and shipping charges for international transport can exceed the cost of the merchandise itself! For shipping within the USA the charge is a \$35.00 (subject to change) handling fee on EACH carton that contains HAZMAT chemicals; GSMoT adds that amount as a surcharge to the freight costs for EACH HAZMAT package. GSMoT cannot supply freight forwarders with HAZMAT data beyond that listed in the respective MSDS sheet and as required for domestic transport.

Damaged goods: Please notify GSMoT promptly of any damaged goods received and obtain a RETURN AUTHORIZATION. Materials received in a damaged container must be reported immediately in writing to the carrier prior to advising GSMoT. Damaged goods must be inspected by the carrier at the delivery site for insurance claims to be valid. If damaged goods are found in an undamaged container promptly notify GSMoT for appropriate action. Losses or shortage in shipments should be immediately reported to GSMoT for replacement and/or claim processing. Replacement goods will be shipped in accordance with the customer's established terms and a credit will be issued upon return of the damaged goods to GSMoT.

Defective goods must be shipped back to GSMoT with a return authorization. GSMoT reserves the right to inspect and evaluate any defective goods for actions or conditions which may void their warranty. Returns of new/ unused product in its original packaging are allowed with GSMoT approval. Restocking charges are 25% for all product except "OX" product. "OX" products carry a restocking charge of 50%.

Limitation of Liability: Global Scuba Manufacturing of Texas LLC does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or the provision of services and support. Global Scuba Manufacturing of Texas LLC will not be liable consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. Customer agrees that for any liability related to the purchase of products or services bundled with the products Global Scuba Manufacturing of Texas LLC is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase of products or services under this agreement. Scuba diving equipment should only be used by certified scuba divers Global Scuba Manufacturing of Texas LLC. does not accept liability for the use of scuba equipment by individual who are not certified.

IMPORTANT NOTICE AND DISCLAIMER

Technical advice / product specifications should be obtained from our technical support department only! Technical information solicited from any other source does not invoke any engineering or application warranty. Because our technical support department can only render suggestions and opinions based upon information provided by the customer and is not "on-site" to validate that information, the customer is solely responsible for the final installation/application of GSMot products and devices of his/her own design. Improper assembly or use of GSMot Technical Products may result in malfunctions, property damage, serious injury, or death. GSMot assumes no responsibility for spurious installations, intermixing incompatible components, or unauthorized customer modifications. The handling of high pressure gases and certain GSMot chemicals products involve some inherent risks. Training in this is the responsibility of the user.

GSMot products and safe oxygen service OX – This suffix affixed to a GSMot part number denotes compatibility with oxygen service as delivered. Products not so designated are NOT oxygen clean / oxygen compatible and should NOT be used for ANY application involving pure O2 or high O2 levels. Merely cleaning a product does not guarantee oxy-compatibility, and some products can NEVER be made O2 - compatible. Use of non-OX products in oxygen applications can lead to fires, explosions, and / or serious property damage including bodily injury.