

## Thank you for contacting API Marine



Please complete the attached dealer application and fax it with a copy of your business license and a printed advertisement or other publication demonstrating your position in the industry. If your business resides in the state of Florida, please also send a copy of your State Resale Certificate for our files. You may choose to visit our web site at [www.APIMarine.com](http://www.APIMarine.com) for more information on our products.

Once you have completed and faxed this application, you may call 954-975-7373 to place an order

**Fax to: 954-975-7893**

Once again, thank you for your interest and we look forward to providing you with excellent product quality, availability, customer service and technical support. The API Marine Staff

### API Marine DEALER AGREEMENT

Company's Legal Name:			
Shipping Address:	Street:	City:	State/Zip:
Mailing Address:	Street:	City:	State/Zip:
Federal I.D. or Owners SS#:			
E-Mail Address:		Web Domain:	
Phone Number:		Fax Number:	
Method of Payment: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER <input type="checkbox"/> COD SECURED CHECK (Cashier's Check or Money Order)			
Name on Credit Card:		Credit Card Number: XXX-XXX-XXX- _ _ _ _ <small>(Please enter last four digits)</small>	Exp. Date:

1. Dealer represents and warrants to API Marine that the above Dealer information is accurate and correct.
2. **Relationship.** API Marine agrees to furnish its services and products to Dealer pursuant to the terms of this Agreement. This Agreement sets forth the entire understanding between the parties. The term "Dealer" as used herein includes the undersigned Dealer and all persons or entities who purchase from or access API Marine's products and services through the Dealer.
3. **Terms of Payment.** All delinquent accounts are subject to a late charge of 1½ percent per month until paid in full. API Marine shall be entitled to recover a reasonable attorney's fee and court costs should API Marine engage an attorney to collect upon this Agreement or any transaction hereunder. All refused or returned items are subject to freight charges and a 10% restocking fee.
4. **Credit Card Authority.** Dealer has given API Marine the authority to utilize the credit card itemized hereinabove to pay for services and products. Subject to the terms hereof, Dealer waives all rights to challenge or set aside any lawful charge made by API Marine for the sale of its products or services hereunder.
5. **Authorization.** The undersigned individual hereby warrants and represents that the undersigned individual is an officer of the Dealer company, is duly authorized to make this Agreement, and this Agreement has been ratified and approved by the applicable directors and/or officers of the Dealer company. Upon execution, this Agreement shall be a binding contract between the parties hereto.
6. **LIMITATION OF WARRANTIES AND DAMAGES.** THE WRITTEN WARRANTIES PROVIDED HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. API Marine SHALL NOT BE LIABLE TO THE USER OR BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY TYPE. THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF THE LIABILITY OF API Marine, FOR ALL LOSSES, DAMAGES, OR INJURIES FROM THE USE OF API Marine PARTS, PRODUCTS, OR REPAIRS (INCLUDING CLAIMS BASED UPON CONTRACT NEGLIGENCE, STRICT LIABILITY, OR TORT) SHALL BE THE REPLACEMENT OR REPAIR REMEDIES SPECIFIED UNDER THE WRITTEN WARRANTIES SET FORTH HEREINBELOW. THESE TERMS ARE AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES BASED UPON THE PRICE OF SALE NEGOTIATED HEREIN.
7. **Warranties.** API Marine hereby provides a limited warranty upon its products as specifically set forth under its standard invoices. There are no refunds provided to products that have been assembled or installed by anybody other than API Marine. Said limited warranties are incorporated herein.
8. **General Terms.** This agreement is made in the state of Florida, and all payments due hereunder shall be made to API Marine at its principal offices at 1311 NW 65th Place Fort Lauderdale, FL 33309. Venue for the enforcement of this agreement or for the resolution of any dispute between Buyer and API Marine shall be adjudicated in Broward County, Florida, and venue for all suits shall be fixed in Broward County, Florida. In the event that a Buyer asserts any claim against API Marine, under the aforementioned warranties or otherwise, and if said claims are not resolved through negotiations between the parties, then all such claims and disputes shall be subject to non-binding mediation in Broward County, Florida, as a condition precedent to Buyer's asserting any legal action against API Marine. Said mediation shall be conducted by a certified mediator under the laws of the state of Florida, and each party shall be responsible for paying an equal share of all mediation costs. This mandatory mediation shall be a condition precedent to the filing of any legal action or lawsuit, and the terms of this agreement shall be enforceable by any court of competent jurisdiction.
9. **Disclaimer.** Any reference to Original Equipment Manufacturer (OEM) names, trade names, specifications, or part numbers is for informational purposes only. API Marine is not affiliated with any of the OEMs referred to on our website or in printed literature. Copyrights and Trademarks belong to their respective companies.

API

By: Teresa Spann

Its: Controller

Dealer

By: \_\_\_\_\_

Its: \_\_\_\_\_