

Dive Supply Dealership Application

(Please provide copy of your complete company registration with this application form)

New Company

Re-name

Company Name: _____

Address: _____

City: _____ **Zip-code:** _____ **Country:** _____

Phone: _____ **Fax:** _____

Email: _____

Webpage: _____

Shipping Address if different from above: _____

Billing Address if different from above: _____

Type of business: _____ **Owner/Contact:** _____

Date Established: _____ **Private Phone:** _____

Authorized Buyers: 1. _____ **Annual Sales:** _____

Authorized Buyers: 2. _____

Authorized Buyers: 3. _____

Trade References: Company: _____ **Contact:** _____ **Phone:** _____

Company: _____ **Contact:** _____ **Phone:** _____

Company: _____ **Contact:** _____ **Phone:** _____

Authorized Signature: _____ **Printed Name:** _____

Title: _____ **Date:** _____

I represent that the above information is true and is given to include Dive Supply Co.,Ltd. To extend credit to the applicant. My company and I authorize Dive Supply Co.,Ltd. to make such credit investigations as Dive Supply sees fit, including contacting the above trade and bank references and obtaining credit reports. My company and I authorize all trade references, bank and credit reporting agencies to disclose Dive Supply Co.,Ltd. any and all information concerning the financial and credit history of my company and myself.

Authorized Signature: _____ **Printed Name:** _____

Title: _____ **Date:** _____

DIVE SUPPLY

TERMS AND CONDITIONS

OUR DEALERS ARE OUR STRENGTH - WELCOME TO THE DIVE SUPPLY COMMUNITY

GENERAL TERMS

To become a DIVE SUPPLY Dealer and benefit from DIVE SUPPLY Trade prices, you must be one of the following:

- Shop or office with goods on display for retail business
- Live-aboard or day-trip boat operator
- Course Director or Instructor Trainer
- Snorkeling or tour operator
- Hotel or resort operator
- Thai registered company

New accounts must meet the dealer requirements, complete a dealership application and submit a copy of the company registration. Individuals who do not meet the above requirements are strictly prohibited from purchasing at trade prices from DIVE SUPPLY. A dealer's annual purchases from DIVE SUPPLY must exceed 40,000 Baht to qualify for continued dealer status and access to Trade prices.

PAYMENT TERMS

First orders to new dealers will only be shipped prepaid or cash on delivery. For overdue accounts DIVE SUPPLY will not ship goods until full payment is received. Terms are based on date of invoice. A finance charge based on the maximum percentage permitted by the applicable law shall be added to late payments calculated from the date the invoice was issued.

RETURN POLICY

DIVE SUPPLY may, but is not obligated to, accept return of goods. For a 21 day period after date of invoice, any such returns (other than returns requested by DIVE SUPPLY in connection with warranty claims) will be limited to goods of current manufacture, in original packaging and in sellable condition. Credit or exchange of the merchandise is at the sole discretion of DIVE SUPPLY, any credits issued by DIVE SUPPLY will be for the original purchase price of the goods, PLUS a restocking charge of 15% of the original purchase price of the goods. Merchandise may not be returned without prior approval from DIVE SUPPLY and a Return Authorization number (RA#). DIVE SUPPLY will assume no responsibility for losses or damages incurred on merchandise in transit to DIVE SUPPLY.

SHIPPING POLICY

All prices are ex warehouse and shipments will not be insured by DIVE SUPPLY. DIVE SUPPLY shall not be held responsible for any damage or shortage, which is caused by the carrier. Shortages or damage claims to the carrier and to DIVE SUPPLY must be made within 48 hours upon receipt of goods.

BACK ORDER POLICY

Back orders shall automatically be shipped unless agreed otherwise.

PRICE POLICY AND DISCOUNTS

DIVE SUPPLY prices are subject to change without prior notice. In the interest of all market participants DIVE SUPPLY does not endorse the sale or passing on of our products to third parties at trade price or slightly above.

Unless pre-approved by DIVE SUPPLY:

- The Minimum Advertized Price on any regular stock item must NOT exceed 15% discount from our recommended retail price (RRP).
- Dealers must NOT advertize additional discount or gifts with purchase (GWP) with any current promotion being conducted by DIVE SUPPLY.
- The total value of discounts and GWP must NOT exceed 15% discount from the RRP.

DIVE SUPPLY reserves the right to discontinue the supply of certain product lines to customers who do not follow these rules and in repeated cases, to terminate the business agreement.

WARRANTY

1. DIVE SUPPLY warrants to the original consumer purchaser that, for the period of one year from date of purchase, each DIVE SUPPLY product not otherwise warranted and purchased from an authorized DIVE SUPPLY dealer will be free from defects in materials and workmanship under normal use and with reasonable maintenance.

2. Additional or special regulations may apply to different brands according to the specific warranty terms and conditions of DIVE SUPPLY's suppliers.

3. The warranty does not apply to goods that have been subject to abuse, misuse, improper installation, alteration, improper maintenance, neglect of care or maintenance or repair service performed by someone other than an authorized DIVE SUPPLY dealer or technician.

4. For the original consumer purchaser to obtain warranty service, the affected product must be delivered to the DIVE SUPPLY dealer it was purchased from, together with proof of purchase. The DIVE SUPPLY dealer is required to return the goods to DIVE SUPPLY at 88/5 Moo 10, Patak Road, T. Chalong, A. Muang, Phuket 83130, for verification that the warranty set forth in these terms and conditions is applicable. Any such returns are subject to the provisions in the RETURN POLICY section.

5. In the event DIVE SUPPLY determines that the warranty set forth above is applicable to any goods, DIVE SUPPLY shall, as the sole remedy, replace, repair or at DIVE SUPPLY's sole discretion, issue to the dealer a credit for an amount not to exceed the original purchase price paid by the dealer for the affected goods. In no event shall DIVE SUPPLY be liable to the dealer or the original consumer purchaser for any special, incidental or consequential damages.

6. All warranty claims must be accompanied by a copy of the original purchase invoice.

PRICES ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE

I have read and agree to the terms and conditions of Dive Supply Co., Ltd.

Name: _____

Company: _____

Signed: _____

Date: ____/____/____

Dive Supply reserves the right to change these terms and conditions without prior notice.