



MARINE MAT DEALER AGREEMENT

Please complete this dealer application and fax it to 813-925-9667 **with a copy of your business license, 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 website at www.marinemat.net for more information on our products.

Company's Legal Name:			
Shipping Address:	Street:	City:	State/Zip:
Mailing Address:	Street:	City:	State/Zip:
Federal I.D. or Owner's SS#:			
E-Mail Address:		Website:	
Phone Number:		Fax Number:	
Method of Payment:	<input type="radio"/> VISA	<input type="radio"/> MASTERCARD	<input type="radio"/> DISCOVER <input type="radio"/> AMERICAN EXPRESS
Credit Card Number:			Exp. Date:
Name on Credit Card:			
Card Holder's Signature:			

- Dealer represents and warrants to Marine Mat that the above Dealer information is accurate and correct.
- Terms of Payment.** All delinquent accounts are subject to a late charge of 1½ percent per month until paid in full. Marine Mat shall be entitled to recover a reasonable attorney's fee and court costs should Marine Mat engage an attorney to collect upon this Agreement or any transaction hereunder.
- Credit Card Authority.** Dealer has given Marine Mat the authority to utilize the credit card itemized hereinabove and/or any new credit card added to the Dealer's account to pay for services, products, past due balances, and any related fees. Subject to the terms hereof, Dealer waives all rights to challenge or set aside any lawful charge made by Marine Mat for the sale of its products or services hereunder.
- 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.
- LIMITATION OF WARRANTIES AND DAMAGES.** THE WRITTEN WARRANTIES PROVIDED HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. MARINE MAT 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 MARINE MAT, FOR ALL LOSSES, DAMAGES, OR INJURIES FROM THE USE OF MARINE MAT 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.
- General Terms.** This agreement is made in the state of Florida, and all payments due hereunder shall be made to Marine Mat at its principal offices at 151 Vollmer Avenue, Oldsmar, Florida 34677. Venue for the enforcement of this Agreement or for the resolution of any dispute between Buyer and Marine Mat shall be adjudicated in Pinellas County, Florida, and venue for all suits shall be fixed in Pinellas County, Florida. In the event that a Buyer asserts any claim against Marine Mat, 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 Pinellas County, Florida, as a condition precedent to Buyer's asserting any legal action against Marine Mat. 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.

Marine Mat, Inc.

By: Teresa Spann
 Its: CFO

DEALER

By: _____
 Its: _____
 Date: _____

Thank you for your interest. We look forward to providing you with excellent product quality, availability, and customer service.