



DEALER CHECKLIST FORM

Thank you for your interest in Hardin Marine.

In order to begin the process of establishing a dealer account with Hardin Marine, you will need to fill out certain forms, provide certain documentation and have all required items returned for review and final consideration.

Our goal is to provide our entire network with reliable and quality OEM replacement as well as performance marine products while creating profitability and protecting the integrity of our dealer program. **Please make sure you read and understand each requirement set forth in our agreement.**

If you have any questions, please contact your sales representative.

Please use the following easy-to-follow checklist to make sure you complete each step.

MANDATORY FORMS AND DOCUMENTS	DONE
COMPLETE DEALER APPLICATION FORM, INCLUDING	
<ul style="list-style-type: none"> • PROVIDE COPY OF BUSINESS LICENSE 	
<ul style="list-style-type: none"> • PROVIDE COPY OF SELLERS PERMIT OR TAX ID 	
<ul style="list-style-type: none"> • PROVIDE COPY OF BUSINESS CARD 	
<ul style="list-style-type: none"> • PROVIDE COPY OF SIGNED RESALE CERTIFICATE (MANDATORY FOR FL) 	
<ul style="list-style-type: none"> • PROVIDE IMAGES OF STOREFRONT OR FACILITY 	
COMPLETE DEALER CLASSIFICATION FORM	
<i>OPTIONAL</i>	
CREDIT CARD AUTHORIZATION FORM (IF PAYING BY CREDIT CARD)	

Once again, thank you for your interest in Hardin Marine's performance products.

Sincerely,

Hardin Marine
Sales Department



DEALER ACCOUNT TERMS AND CONDITIONS

Thank you for your interest in Hardin Marine.

We continually strive to offer enthusiasts high quality, durable and reliable products, at the same time, provide each account with strong customer service and after-sale support. Our main goal is to provide our network with affordable sales programs that offer strength for your company.

In order to support our dealers and its consumers, Hardin Marine advertises in today's top industry resources, participates in local and national consumer events and provides support to individual boat shows and enthusiasts. Hardin Marine also takes advantage of working along side other top performance manufacturers in building project, as well as, participating in editorial and product-testing features.

The following are the terms and conditions to the Hardin Marine's Dealer Account Program. Please take the time to read through and understand each segment of the program. If you have any questions, please contact your sales representative.

CONTACT INFORMATION

Business location: 11 Industry Drive
Palm Coast, FL 32137

Business hours: Monday – Friday
9:00AM – 6:00PM EST

Tel: (877) 900-7278
Fax (386) 445-1122

Company website: www.Hardin-Marine.com
General Email: sales@hardin-marine.com

DEALER REQUIRMENTS

All prospective Hardin Marine dealer accounts are required to submit the following documents:

- Completed and signed dealer application form
- Photocopy of business license
- Photocopy of seller's permit
- Photocopy of business card
- Images of storefront or facility
- Signed resale certificate (mandatory for FL)
- Credit card authorization form

An easy-to-follow checklist is provided within the dealer account packet. For more information on where or how to submit the necessary documents, please contact your sales representative.



TERMS AND CONDITIONS CONTINUED...

DEALER ACCOUNT

Keep in mind that all necessary documentation must be received by your sales representative before an account can be created. Account approval is determined by the Hardin Marine management team and is subject to a non-dealer status classification if the applicant does not meet the perspective marine business model. Hardin Marine reserves the right to not sell to any applicant

Minimum annual purchase of goods in the amount of \$2500.00 or greater "PER YEAR" is required to maintain "DEALER STATUS". Failure to meet minimum purchase requirements will result in revocation of Dealer Status.

ORDERING

All orders may be accompanied by a Purchase Order Number (PO#) or a designated Reference Number (Ref#). Orders requiring special shipping instructions or shipping methods other than Hardin Marine standard shipping carriers UPS, USPS, and LTL . Alternative shipping methods may be assessed a processing fee and must be clearly stated on the purchase order.

To place orders, please use one of the following methods:

During business hours:

- Phone, fax, email, or order online.

After hours / weekends:

- Fax purchase orders
- Email purchase orders
- Online Orders

Email & Instant Messenger:

- Contact your sales representative for direct email address



TERMS AND CONDITIONS CONTINUED...

BACK ORDERS

In the event that any parts on the purchase order are out-of-stock, the entire purchase order will be held until the entire purchase order can be filled and shipped in its entirety, unless otherwise approved for partial shipments. Any back-orders will be filled when products are available. Back-orders will not be charged or billed until orders are completed.

SPECIAL-ORDERS

All special-orders will require a 50% deposit. The sale of all special-orders is final. If the special-order is canceled for any reason, the deposit becomes non-refundable.

PAYMENT METHODS

All orders must be paid using guaranteed funds credit card, or PAYPAL.

Once a dealer account has been approved, the following payment methods become available:

- PRE-PAY: Company or certified check, wire transfer, credit card
- COD (standard fees apply): Company or certified check, cash
- TERMS: Not Available - On Special Approval Only For Accounts in Excess of \$100,000 and Above Annually
- PAYPAL: Please contact your sales representative for more details
- INTERNATIONAL ORDERS: Must be prepaid by wire transfer
- Accepted credit cards: VISA, MASTERCARD, DISCOVER, AMERICAN EXPRESS

RETURNED CHECK AND LATE PAYMENT POLICIES

Hardin Marine reserves the right to charge a \$35.00 service fee on all returned checks. All future orders thereafter MUST be pre-paid or COD with certified funds. Any Canceled COD orders will be responsible for the shipping fee's out bound and inbound

A 3% per month finance fee (A.P.R. of 36%) may also be assessed on all accounts 30-days past due.

Hardin Marine reserves the right to place a hold on any dealer accounts that are consistently late on payments or past due.



TERMS AND CONDITIONS CONTINUED...

SHIPPING METHODS

All dealer accounts are responsible for all shipping charges incurred. All orders must be prepaid or COD prior to shipping, unless the dealer is on pre-approved terms for optional account usage.

The following carriers are used for all Hardin Marine shipments. The dealer account may request another form of delivery, but must provide shipping details or instructions.

- Standard: UPS Ground; USPS
- Freight: UPS Freight and LTL
- International: Please contact your sales representative for a details and proper shipping quote

Other shipping methods available are:

- USPS (United States Postal Service): 1st Class, Priority, Express

- UPS: Next Day Air, Next Day Air Saver,
2-Day Express, 3-Day Express

WILL CALL

As a convenience for local dealer accounts, Hardin Marine offers will call pickup. Please contact your sales representative for more details.

DROP-SHIPMENTS

- Each dealer account will be assessed a drop-shipment fee of \$15.00 per shipment.
- Drop-shipment service is only available for authorized dealer accounts

DAMAGED/MISSING PRODUCTS

In order to provide proper customer service and follow-up, dealer accounts must fill out and submit a RMA form.

- Damaged shipments must be reported within 24-hours after receipt
 - Please file a claim with the carrier
 - Submit a copy of the claim report to Hardin Marine
- Shortages must be reported within 1-business days after receipt
 - Please file a claim with Hardin Marine

For the proper RMA form, please contact your sales representative.

REFUSED SHIPMENTS

- Constitutes that any future business with Hardin Marine may no longer be possible
- The dealer account, or in certain cases the buyer, will be responsible for all shipping charges and fees



TERMS AND CONDITIONS CONTINUED...

CONDITIONS REGARDING DEALER ACCOUNTS

- Hardin Marine reserves its rights regarding the acceptance, suspension or termination of all dealer accounts.
- All dealer accounts must have on file a completed dealer application, including any required documents listed in these terms and conditions and on the dealer checklist form. The checklist form is provided.
- All dealer accounts must provide a **personal guarantor**. The personal guarantor will be responsible for all outstanding debts and costs associated with the dealer account. The personal guarantor must be an owner or documented officer of the company.
- Hardin Marine does not grant any exclusive territories or regions.

DEALER DISPLAY PROGRAM

Product purchased for the sole purpose of retail showroom displays may be eligible for additional discounts. Please contact your sales representative for additional details. Other similar programs might also be available.

PRICING POLICY

Hardin Marine operates a true "Live Time" pricing policy as prices are subject to change at any time. Hardin Marine reserves its right to create, update, change or cancel any or all of its product pricing programs. Prices and structures may change without notice or consent from dealer accounts.

MINIMUM ADVERTISED PRICE (MAP) POLICY

Hardin Marine has adopted a minimum advertised price (MAP) policy. The MAP Policy is designed to protect the integrity of Hardin Marine and its products, in addition to the integrity of its dealer account program. Hardin Marine reserves the right to set, change or adjust MAP at its own discretion. MAP is the current displayed www.hardin-marine.com displayed price on our products. All advertised prices must be at or above MAP. The Hardin Marine



TERMS AND CONDITIONS CONTINUED...

PRODUCT DISCLAIMER

Hardin Marine makes no claim as to its legal status of use of a product. It is the buyer's responsibility to check and comply with all local, state or federal laws before installing and using Hardin Marine's performance products.

The installation and use of Hardin Marine products may also affect or void a boat's manufacturer warranty and insurance coverage.

Hardin Marine assumes no responsibility for any damage or injury to persons or property resulting in improper installation, misuse or abuse of any product and will not be responsible for any claims of loss of profit, labor and delay, indirect, incidental or consequential damages that might be claimed as a result of failure of any part.

Hardin Marine reserves its right, without notice, to make changes, updates or revisions to materials, specifications, product design, part numbers, packaging and labeling without incurring any obligation to the buyer for previously purchased merchandise.

LIMITED WARRANTY

No warranty whatsoever will be valid if the defect was caused by abuse, negligence, mishandling, and/or improper installation or tuning. Hardin Marine reserves its rights for determining and executing all warranty claims.

Hardin Marine warrants all products to be free of defects in materials and workmanship under normal use for a period of 6 months from the date of purchase. Any products being returned must be determined by Hardin Marine to be defective. All products found to be under warranty will be replaced or repaired by Hardin Marine .

RETURN POLICY

Any products being returned, for whatever reasons, must have a Return Merchandise Authorization (RMA) file opened. Returns will only be accepted from purchases made through an authorized dealer account,

Contact your sales representative for the proper RMA form:

- Warranty claim (defective products)
- Product Return claim (must be in "like new" condition, stocking fee of 15% may apply)
- Damaged Goods claim (during shipping)
- Delivery Shortage claims (during shipping)

Special-orders cannot be returned for any reason.

All shipping to Hardin Marine is the responsibility of the claimant. Call-tags or shipping credit will not be issued and COD return-deliveries will not be accepted.

Please allow 7-10 days for inspection and response to the claim.



DEALER APPLICATION FORM

CONTACT INFORMATION			
Company Name			Date
Address			
City		State	Zip
Phone Number		Fax Number	
Contact Name		Email	
DEALER ACCOUNT TYPE (CHECK ONE)			
<input type="checkbox"/> DEALER			
PAYMENT TERMS (CHECK ONE)			
<input type="checkbox"/> PREPAY		<input type="checkbox"/> COD	
GENERAL COMPANY INFORMATION			
Federal Tax ID/SSN		Resale Certificate No.	
Business License No.		Owner/Officer Name	
DUNS:	No. of Employees	Web Site URL	
BUSINESS TYPE (CHECK ALL THAT APPLY)			
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other
In Business Since (Year):		Industry Type:	
BANK REFERENCE (FOR COD ACCOUNTS ONLY)			
Bank (1)		Account No.	
Address		City/State/Zip	
Contact		Phone No.	
Bank (2)		Account No.	
Address		City/State/Zip	
Contact		Phone No.	
PERSONAL GUARANTOR			
Name			
Home Address		Company Title	
Phone No. - -		Drivers License No.	State
TRADE REFERENCES			
Company	Contact	Street/City/State/Zip	Phone No.

PERSONAL GUARANTOR SIGNATURE AND AUTHORITY

The signature below represents and warrants that (a) I am an authorized representative of the company, (b) the provided herein is a complete and accurate representation of the companies financial situation as of the date hereof, (c) authorizes Hardin Marine to investigate my credit standings from its sources and those provided herein by me, and (d) by signing, I have read and agree to the term and conditions of the dealer agreement. Any representative information provided will be the basis for default under this agreement.

SIGNATURE PRINT DATE



FLORIDA RESALE CERTIFICATE

PLEASE SUBMIT COPY OF SELLER'S PERMIT

PURCHASER'S INFORMATION	Purchaser's Name		
	Company Name		
	Address		
	City	ST	Zip
	Phone		
	Fax		
Notes:			
STATEMENT CERTIFICATION	I HEREBY CERTIFY THAT I HOLD A VALID SELLER'S PERMIT:		
	Number:	issued pursuant to the Sales & Use Tax Law.	
	I am engaged in the business of selling		
	That the tangible personal property described herein, which I shall purchase from:		
	<p>Hardin Marine 11 Industry Drive Palm Coast FL 32137</p> <p>will be resold by me in the form of tangible personal property; provided, however, that in the event of any of such property is used for any purpose other than retention, demonstration or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property, or other authorized amount.</p>		
DESCRIPTION OF PROPERTY			
AUTHORIZATION			
	SIGNATURE OF AUTHORIZED AGENT		DATE
	PRINT NAME		TITLE



DEALER CLASSIFICATION FORM

All Hardin Marine dealer accounts must choose a dealer classification in order to be listed properly. Each classification will be given a standardized icon for future reference and identification purposes.

Each classification will have its own requirements. Please make sure you provide each, where applicable.

Please check each that applies:

CLASSIFICATION	DESCRIPTION	PROVIDE THE FOLLOWING	CHECK BOX
MARINE PARTS RETAILER	SELL PARTS THROUGH A PHYSICAL STOREFRONT	IMAGES OF STOREFRONT	<input type="checkbox"/>
MARINE INSTALLATION FACILITY	PROVIDES INSTALLATION OR SERVICE OF PARTS SOLD	IMAGES OF INSTALLATION SHOP, BAYS, WORK IN PROGRESS	<input type="checkbox"/>
BOAT MANUFACTURE	HAS A USCG CERTIFICATION AS A MANUFACTURER	IMAGES OF PLANT AND EQUIPMENT	<input type="checkbox"/>

For more information, please contact your sales representative.

