



DEALER APPLICATION FORM

BUSINESS GENERAL INFORMATION:

Account: _____

Company Legal Name: _____	
DBA: _____	Phone: (____) _____ Fax: (____) _____
Billing Address: _____	
City: _____	State: _____ Zip: _____
E-Mail Address: _____ Web Site: _____	
Shipping Address: <input type="checkbox"/> check if same as billing address _____	
City: _____	State: _____ Zip: _____
Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other _____	
Date Business Commenced: _____	Years at Present Location: _____
Federal Tax ID #: _____	CA Resale #: _____

OWNER/OFFICER INFORMATION:

Name: _____	Title: _____	Residential Phone: (____) _____
Home Address: _____		Social Security Number: _____
Name: _____	Title: _____	Residential Phone: (____) _____
Home Address: _____		Social Security Number: _____
Name: _____	Title: _____	Residential Phone: (____) _____
Home Address: _____		Social Security Number: _____

Term: C.O.D. (3~4 days process) Credit Card Other _____

BANK REFERENCE:

Bank: _____	Acct #: _____	Phone: (____) _____	Fax: (____) _____
Address: _____		City: _____	State: _____ Zip: _____ Years: _____
Bank: _____	Acct #: _____	Phone: (____) _____	Fax: (____) _____
Address: _____		City: _____	State: _____ Zip: _____ Years: _____

BUSINESS TRADE REFERENCE:

Company: _____	Acct #: _____	Phone: (____) _____	Fax: (____) _____
Address: _____		City: _____	State: _____ Zip: _____
Company: _____	Acct #: _____	Phone: (____) _____	Fax: (____) _____
Address: _____		City: _____	State: _____ Zip: _____
Company: _____	Acct #: _____	Phone: (____) _____	Fax: (____) _____
Address: _____		City: _____	State: _____ Zip: _____
Company: _____	Acct #: _____	Phone: (____) _____	Fax: (____) _____
Address: _____		City: _____	State: _____ Zip: _____

Upon the receipt and acceptance by Tilos, Inc., this Dealer Application will serve as a binding contract between the Applicant and Tilos, Inc. By the submission of this application, the Applicant agrees to the following terms and conditions. Applicant agrees that Tilos products will not be offered as "Mail Order" items without the express written consent of Tilos, Inc. Applicant agrees to abide by the terms and conditions of sale, listed in the price list. As such the applicant is subject to one and a half (1.5%) percent per month (or the maximum allowable rate under state statute) computed on the unpaid delinquent balance until the account is paid in full and pay reasonable attorneys' fees and other costs incurred for collection. The agreement and subsequent contracts/purchase orders shall be construed in accordance with the laws of the State of California. Venue for litigation to enforce any terms of this agreement shall be Los Angeles County. The undersigned waives any privacy of credit information rights or regulations, including the consumer protection act of 1968 with all



amendments and authorizes his (their) bank to release information to Tilos, Inc. Applicant's signature attests financial responsibility, ability, and willingness to pay all invoices.

The above information is for the purpose of obtaining credit and is warranted to be true and correct. I/we hereby authorize Tilos, Inc. to investigate the references listed to my/our credit and financial responsibility.

SIGNATURE MUST BE EXECUTED IN ORDER TO PROCESS APPLICATION

Signed: _____ Owner Date: _____

Signed: _____ Authorized Buyer Date: _____

Signed: _____ Title: _____ Date: _____



PERSONAL GUARANTEE

BUSINESS GENERAL INFORMATION:

Account: _____

Company Legal Name: _____	
DBA: _____	Phone: (____) _____ Fax: (____) _____
Billing Address: _____	
City: _____	State: _____ Zip: _____
E-Mail Address: _____ Web Site: _____	
Shipping Address: <input type="checkbox"/> check if same as billing address _____	
City: _____	State: _____ Zip: _____
Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other _____	
Date Business Commenced: _____	Years at Present Location: _____
Federal Tax ID #: _____	CA Resale #: _____

PERSONAL GUARANTEE:

<p>In the event this account is delinquent and satisfactory arrangements have not been made for payment, all legal, attorney fees, and collection costs will be assumed by debtor. By applying for credit, being accepted and signing this application, I agree to the above terms and conditions. I also assume personal responsibility for payment of said corporation's account. It is understood that credit would not be extended to said corporation without this assumption of liability. This guarantee and every part hereof shall extend to and be obligatory to my heirs, executors, administrators, and assigns and shall inure to the benefit of Tilos Incorporated. Revocation of this guaranty takes effect thirty days after receipt of a certified letter, and does not change the liability for any purchases made prior to the revocation taking effect.</p> <p>Date: _____ Name: _____ Spouse: _____</p> <p>Signature: _____ Signature of Spouse: _____</p> <p>Social Security No: _____ S.S. No. of Spouse: _____</p>



SALES TERMS AND CONDITIONS 2009/2010

- (1) Account starts from Money Order or Credit Card until credit status approved.
- (2) Minimum sale of \$3,000 for the past 12 months required to qualify for Net terms.
- (3) An interest charge equivalent to 1½% per month (18% per annum) will be added to all past due invoices.
- (4) A \$10.00 handling charge will be automatically added to orders less than \$50.00.
- (5) All prices subject to change without notice.
- (6) A service charge of \$25.00 will be assessed on all returned checks and all discounts and freight allowances will be charged back.
- (7) Any discounts, prices, or policies that deviate from the price list must be approved in writing from Tilos, Inc.
- (8) All shortages, damaged, mis-shipped goods, or incorrect pricing must be reported within 15 days of invoice date and accompanied with invoice showing date of purchase and price paid along with the RGA number written on the outside of the box. No adjustment will be made after 30 days.
- (9) ALL NEW ACCOUNTS must have a minimum opening order of \$300.00.
- (10) NO shipments on PAST DUE accounts.
- (11) Net terms subject to review/alteration on past due accounts.
- (12) All shipments made outside the continental USA will be sent PREPAID only. Prepayments made by checks that are not drawn against a U.S. bank, with a U.S. bank code number printed on the check, will be subjected to a \$30.00 processing fee.
- (13) Minimum annual sales of \$1000.00 required.
- (14) Non-Active Dealers subject to 5% processing fee based on order amount.
- (15) Orders totaling \$750.00 after all discounts may qualify for free freight within the continental USA via the most economical means.
- (16) No free shipping for closeout items.
- (17) Sales Terms and Conditions are subject to change without notice. Contact Tilos for update.

PAYMENT

- (1) Pay oldest invoice first.
- (2) Pay by invoice number.
- (3) Attach remittance advice telling which invoice numbers are being paid and included in the check.
- (4) Any deduction taken on specific invoices at the time of payment must be explained. Should errors occur on invoices regarding prices, maturity dates, etc., notify Tilos, Inc. with specific detailed information within 15 days of invoice date.
- (5) Discount only allowed on subtotal of invoice amount. No discount allowed on freight or service charges.
- (6) Orders may be prepaid by using American Express, VISA, or Master Card.
- (7) Unauthorized chargeback will incur 25% handling fee in addition to all costs incurred.

WARRANTY AND REPLACEMENT POLICY

- (1) Any authorized shipments that are refused will be charged on a 25% restocking fee, plus freight charges incurred.
- (2) If repair of returned merchandise is necessary due to neglect, damage, misuse, or improper repair by others, a charge will be made for labor, parts, and return freight.
- (3) Tilos, Inc. does not warrant against closeout and rental items.
- (4) Tilos, Inc. warrants all products to be free of defects in materials and workmanship at time of shipment from Tilos. Any product, which proves to be defective within the terms of warranty for the product involved, may be returned to Tilos freight prepaid, but subject to the above policies. Tilos, Inc. will repair any product under warranty at no charge and return



CREDIT CARD AUTHORIZATION FORM

Account No. _____

(Please print legibly to ensure timely process. Required field with **)

Store Name: _____ State: _____

**Cardholder's Name: _____

Master Card VISA American Express

**Card Number: _____ - _____ - _____ - _____ **Expiration Date: ____/____/____

**Security Code: _____

(VISA & MC: last three digits printed on the signature panel)
(AMEX: printed above the card #)

** Card Issuing Bank Phone No: (_____) _____ - _____

(Phone Number is printed on the back of card)

Billing Address (Where you receive your credit card statement):

**Street: _____

City: _____ State: _____ **Zip Code: _____

Please check here if you would like this authorization to be effective on future orders

Authorization: I authorize Tilos, Inc. to charge my card for order(s)/invoice(s). I agree to pay the credit card charge(s) in accordance with the Card Issuer Agreement. I understand that there would be delay of shipment if the card declines or otherwise incurred difficulty during processing. Note: The signer of this statement MUST be the named cardholder.

**Signature: _____

**Date: ____/____/____

Annette McMillen



TILOS PROGRAMS

Rental Program

Rental Discounts: 15% off 1st Column

Rental Items: All wetsuits listed on Tilos's current catalogue

Minimum: 10 suits per style

Key Man Program

Key Man Discounts: 20% off 1st Column

Key Personnel: Store Owners, Instructors, managers,
Salespersons

*Limited to one order per shop per year

Committed Dealer Program

Price Structure:

- ◇ Basic 1st Column (Qty. 1-6)
- ◇ Intermediate 2nd Column (Qty. 7-12)
- ◇ Advance 3rd Column (Qty. 13+)

Commit Discount Structure:

\$7,500+	13+ Column Price
\$4,500 - \$7,499	7-12 Column Price