

ZUP, LLC TERMS & CONDITIONS

TERM

THIS AGREEMENT IS EFFECTIVE ON DATE SIGNED UNTIL CANCELLED.

EITHER PARTY MAY TERMINATE THIS AGREEMENT WITH OR WITHOUT CAUSE AT ANY TIME ON 30 DAYS WRITTEN NOTICE TO THE OTHER PARTY; PROVIDED HOWEVER, ZUP MAY TERMINATE THIS AGREEMENT IMMEDIATELY UPON DEALER'S BREACH OF THIS AGREEMENT.

GENERAL TERMS

1. STANDARD TERMS ARE COD OR CREDIT CARD. NET 30 UPON CREDIT APPROVAL. FOB ROWESVILLE, SC.
2. ALL COD SHIPMENTS ARE CASH, CASHIER'S CHECK OR CERTIFIED CHECK ONLY. COMPANY CHECK UPON APPROVAL BY ZUP.
3. ALL TRUCK SHIPMENTS WILL BE SHIPPED FREIGHT COLLECT. ALL UPS CHARGES WILL BE INVOICED WITH THE MERCHANDISE.
4. 2% PER MONTH SERVICE CHARGE ON ANY ACCOUNT PAST THE DUE DATE.
5. 10% RESTOCKING FEE ON ANY RETURNED ITEM OR REFUSED SHIPMENT. REFUSED SHIPMENTS WILL ALSO BE CHARGED STORAGE CHARGES AND FREIGHT BOTH WAYS.
6. \$35.00 FEE ON ANY RETURNED CHECKS.
7. ORDERS LESS THAN \$50.00 WILL BE SUBJECT TO A \$10.00 SURCHARGE.
8. ALL ORDERS WILL BE SHIPPED UNLESS WRITTEN CANCELLATION IS RECEIVED VIA FAX, MAIL OR EMAIL AT LEAST 30 DAYS PRIOR TO SHIPMENT OR CANCELLATION DATE IS INDICATED ON THE ORIGINAL ORDER.
9. WHEN AN ACCOUNT BECOMES PAST DUE, ALL ORDERS WILL BE SHIPPED COD, UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.
10. ALL ORDERS SUBJECT TO APPROVAL BY AREA SALES REPRESENTATIVE AND ZUP.
11. ZUP RESERVES THE RIGHT TO SHIP ORDERS 14 DAYS PRIOR TO OR 14 DAYS BEYOND REQUESTED SHIP DATE WITHOUT NOTIFICATION TO THE DEALER.
12. PAST DUE ACCOUNTS WILL FORFEIT ALL DISCOUNTS.
13. COLLECTION AGENCY FEES, ATTORNEY FEES AND OTHER LITIGATION COSTS INCURRED IN ENFORCING COLLECTIONS OFF PAST DUE ACCOUNTS WILL BE PAID BY THE DEALER.
14. ALL ZUP PRODUCTS MUST BE SOLD BY AN AUTHORIZED ZUP DEALER FOR WARRANTY TO BE VALIDATED. DEALER AGREES TO SELL OR OFFER ZUP PRODUCTS ONLY AT A LOCATION AUTHORIZED BY ZUP. IF THE DEALER HAS MORE THAN ONE RETAIL SHOP OR PLACE OF BUSINESS WHERE ZUP PRODUCTS ARE SOLD, EACH LOCATION SHALL ENTER INTO A SEPARATE AUTHORIZED DEALERSHIP AGREEMENT WITH ZUP. THE MERCHANDISE IS FOR RETAIL SALES OF THE DEALER LISTED IN THIS AGREEMENT ONLY.
15. ZUP OR AN AUTHORIZED ZUP REPRESENTATIVE RESERVES THE RIGHT TO INSPECT ALL DEFECTIVE MERCHANDISE ON WARRANTY CLAIMS. ZUP WILL REPAIR OR REPLACE MERCHANDISE ON VALID WARRANTY CLAIMS. NO CREDIT WILL BE ISSUED.
16. ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL RESULT IN TERMINATION OF THE DEALER AUTHORIZATION, UPON THREE (3) DAYS WRITTEN NOTICE BY REGISTERED MAIL.
17. THIS AGREEMENT AND DEALER AUTHORIZATION SHALL NOT BE ASSIGNABLE WITHOUT PRIOR WRITTEN CONSENT BY ZUP, LLC.
18. SHIPPING DISCREPANCIES MUST BE REPORTED WITHIN 5 DAYS OF DELIVERY. CARTON SHORTAGES AND FREIGHT DAMAGE MUST BE REPORTED TO THE CARRIER.
19. PAYMENTS SHOULD BE MAILED TO: ZUP, 618A BULTMAN D. SUMTER, SC 29150 REMITTANCE ADVICE SHOULD BE SENT WITH ALL PAYMENTS. UNLESS SPECIFIED, ALL PAYMENTS WILL BE APPLIED FIRST TO ACCRUED SERVICE CHARGES (IF ANY) AND THEN TO THE OLDEST UNPAID INVOICE.
20. ALL PRICES AND PRODUCTS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE TO THE DEALER.
21. FINAL APPROVAL OF ALL ORDERS, DISCOUNTS AND PAYMENT TERMS WILL BE MADE BY ZUP.

WATERSPORTS RESPONSIBILITY CODE

DEALER SHALL DISPLAY THE WATER SPORTS RESPONSIBILITY CODE IN A CONSPICUOUS LOCATION AT DEALER'S PLACE OF BUSINESS.

LIMITED WARRANTY

ZUP, FOR A PERIOD OF ONE (1) YEAR FROM DATE OF PURCHASE, WILL, AT MANUFACTURER'S OPTION, REPAIR OR REPLACE AT NO CHARGE ANY ZUP PRODUCT WHICH BREAKS OR IS DEFECTIVE IN MATERIALS OR WORKMANSHIP

IF ANY ZUP PRODUCT FAILS DUE TO DEFECTIVE MATERIALS OR WORKMANSHIP AFTER THE ORIGINAL WARRANTY PERIOD, IT WILL, AT MANUFACTURER'S OPTION, BE REPLACED, ONE TIME ONLY, AT ONE-HALF (1/2) THE CURRENT RETAIL PRICE OR REPAIRED AT COST. UNDER THE LIMITED LIFETIME WARRANTY THE PRODUCT OWNER WILL PAY FREIGHT BOTH WAYS, TO THE FACTORY FOR REPAIR OR EXCHANGE AND BACK TO THE OWNER. THE LIMITED LIFETIME WARRANTY IS IN EFFECT FOR AS LONG AS THE ORIGINAL OWNER KEEPS THE PRODUCT. IT IS NOT TRANSFERABLE.

DAMAGE, FAILURE OR MALFUNCTION OF THE PRODUCT CAUSED BY: (1) NORMAL WEAR AND TEAR, INCLUDING, BUT NOT LIMITED TO SCRATCHES, NICKS AND FADING; (2) COMMERCIAL USE (INCLUDING RENTAL, SUMMER CAMPS, DEMONSTRATION OR INSTRUCTIONAL PURPOSES); (3) ABUSE OR MISUSE, INCLUDING BUT NOT LIMITED TO USE OF THE PRODUCT CONTRARY TO WRITTEN INSTRUCTION, COLLISIONS WITH OBJECTS, USE OF RAILS SLIDERS, DRAGGING THE PRODUCT ACROSS GROUND, DOCKS OR OTHER ABRASIVE SURFACES; (4) IMPROPER STORAGE OR USE OF BOARD RACKS, LEADING TO SCRATCHES, NICKS, FRACTURES OR OTHER DEFORMATION, OR DISCOLORATION FROM SUNLIGHT; (5) MODIFICATION OR ALTERNATION OF THE PRODUCT; (6) USE OF THE PRODUCT WITH ACCESSORIES OR PARTS NOT SOLD BY ZUP FOR USE WITH THIS PRODUCT; (7) TOW ROPE HANDLE STRIKING PRODUCT; (8) INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE NOT COVERED UNDER THIS LIMITED WARRANTY.

TO OBTAIN REPAIR OR REPLACEMENT, CALL ZUP CUSTOMER SERVICE FOR A RETURN AUTHORIZATION (RA) NUMBER. WARRANTY SERVICE WILL BE DONE ONLY AT ZUP FACILITY IN ROWESVILLE, SC AND SERVICE TO THAT POINT MUST BE PREPAID BY PRODUCT OWNER. ALL ZUP PRODUCTS MUST BE PURCHASED FROM AN AUTHORIZED ZUP DEALER FOR WARRANTY TO BE VALIDATED. ALL CLAIMS MUST HAVE A VALID RETURN AUTHORIZATION TO BE CONSIDERED FOR WARRANTY SERVICE.

I HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED.

SIGNATURE

DATE:

NAME (PLEASE PRINT)

STORE NAME:

ZUP, LLC DEALER APPLICATION

BY THIS AGREEMENT ZUP, LLC GRANTS DEALER THE NON-EXCLUSIVE RIGHT TO SELL CERTAIN ZUP PRODUCTS ONLY FROM THE RETAIL SELLING SPACE AT THE LOCATION OR LOCATIONS APPROVED AND ACCEPTED BY ZUP. THIS AGREEMENT SHALL NOT GIVE DEALER ANY RIGHTS TO SELL THE PRODUCTS AT ANY OTHER LOCATIONS OR OFF-SITE EVENTS, TO INDIVIDUALS OR ENTITIES WHICH ARE LIKELY TO ENGAGE IN TRANSSHIPPING, RE-WHOLESALE OR LEASING, AND ANY MAIL ORDER. ALL SUCH SALES SHALL BE DOMESTIC SALES (SALES ORIGINATED, FINALIZED AND SHIPPED BOTH FROM AND TO PLACES WITHIN THE FIFTY STATES OF THE UNITED STATES OR PUERTO RICO) VIOLATIONS WILL RESULT IN LOSS OF VOLUME DISCOUNT, ALLOWANCES AND/OR TERMINATION OF BOTH DEALER AND ELECTRONIC COMMERCE AGREEMENT. IF YOU HAVE ANY QUESTIONS REGARDING THIS DEALER APPLICATION PLEASE CONTACT US AT HELLO@ZUP.COM.

BUSINESS NAME _____

DBA _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

STORE PHONE _____ FAX _____

EMAIL _____

WEBSITE _____

FEDERAL TAX ID# _____

RESALE TAX ID# (REQUIRED) _____

HOW LONG HAVE YOU BEEN IN BUSINESS AT THIS LOCATION? _____

CORPORATION () SOLE PROPRIETORSHIP () PARTNERSHIP ()
LLC ()

WHO HANDLES ACCOUNTS PAYABLE?

NAME _____ PHONE _____

AUTHORIZED BUYER(S) _____

FINANCIAL INFORMATION

CREDIT CARD INFORMATION: VISA () MASTERCARD () AMEX ()

CARD NUMBER _____

EXPIRATION DATE _____ 3 DIGIT CODE ON BACK _____

NAME AS IT APPEARS ON CARD _____

CC BILL TO ADDRESS _____

CITY _____ STATE _____ ZIP _____

ALL ACCOUNTS MUST BE SECURED WITH A VALID CREDIT CARD

ALL CC INFORMATION IS CONFIDENTIAL AND KEPT ON A FILE IN A SECURED PLACE.

FINANCIAL INSTITUTION

BANK NAME _____

ADDRESS _____

ACCOUNT # _____

BANK CONTACT _____

TRADE REFERENCES

BUSINESS NAME _____

BUSINESS CONTACT _____ ACCT # _____

PHONE _____ FAX _____

BUSINESS NAME _____

BUSINESS CONTACT _____ ACCT # _____

PHONE _____ FAX _____

BUSINESS NAME _____

BUSINESS CONTACT _____ ACCT # _____

PHONE _____ FAX _____

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, AND WILLINGNESS TO PAY OUR INVOICE IN ACCORDANCE WITH OUR TERMS. APPLICANT AGREES TO PAY REASONABLE ATTORNEY FEES PLUS INTEREST IN CASE OF DEFAULT IN PAYMENTS IN COMPLIANCE WITH TERMS. APPLICANT'S SIGNATURE ALSO AUTHORIZES ANY CHARGE MADE TO YOUR CREDIT CARD FOR DELINQUENT PAYMENTS, SALES, AND/OR RESTOCKING FEES. THIS SIGNATURE VOIDS CHARGEBACKS FILED.

APPROVAL IS CONTINGENT UPON YOUR OPERATION IN RELATIONSHIP TO ZUP, LLC'S EXISTING CUSTOMERS.

APPLICANT'S SIGNATURE ALSO ACKNOWLEDGES THAT YOU HAVE READ AND AGREE TO THE CONDITIONS OF OUR POLICIES PAGE, INCLUDED WITHIN THIS DEALER APPLICATION.

SIGNATURE _____ TITLE _____

PRINT _____ DATE _____

AFTER COMPLETING THIS FORM PLEASE EMAIL, OR FAX TO HELLO@ZUP.COM