

Thank you for contacting SEI.

Please complete the attached dealer application and fax it **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 web site at www.ShopSEI.net for more information on our products.



Once you have completed and faxed this application, you may call **813.925.7127** to place an order

Fax to: 813.925.7064

Once again, thank you for your interest and we look forward to providing you with excellent product quality, availability, customer service and technical support. The SEI Staff

SEI DEALER AGREEMENT

Company's Legal Name:			
Shipping Address:	Street:	City:	State/Zip:
Mailing Address:	Street:	City:	State/Zip:
Federal I.D. or Owners SS#:			
E-Mail Address:		Web Domain:	
Phone Number:		Fax Number:	
Method of Payment: <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> DISCOVER			
Name on Credit Card:		Credit Card Number: XXX-XXX-XXX- _ _ _ _ <small>(Please enter last four digits)</small>	Exp. Date:

1. Dealer represents and warrants to SEI that the above Dealer information is accurate and correct.

2. **Relationship.** SEI agrees to furnish its services and products to Dealer pursuant to the terms of this Agreement. This Agreement sets forth the entire understanding between the parties. The term "Dealer" as used herein includes the undersigned Dealer and all persons or entities who purchase from or access SEI's products and services through the Dealer.

3. **Terms of Payment.** All delinquent accounts are subject to a late charge of 1½ percent per month until paid in full. SEI shall be entitled to recover a reasonable attorney's fee and court costs should SEI engage an attorney to collect upon this Agreement or any transaction hereunder. All refused or returned items are subject to freight charges and a 10% restocking fee.

4. **Credit Card Authority.** Dealer has given SEI 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 SEI for the sale of its products or services hereunder.

5. **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.

6. **LIMITATION OF WARRANTIES AND DAMAGES.** THE WRITTEN WARRANTIES PROVIDED HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. SEI 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 SEI, FOR ALL LOSSES, DAMAGES, OR INJURIES FROM THE USE OF SEI 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.

7. **Warranties.** SEI hereby provides a limited warranty upon its products as specifically set forth under its standard invoices. There are no refunds provided to products that have been assembled or installed by anybody other than SEI. Said limited warranties are incorporated herein.

8. **General Terms.** This agreement is made in the state of Florida, and all payments due hereunder shall be made to SEI at its principal offices at 115 S. Forest Lakes Blvd., Oldsmar, FL 34677. Venue for the enforcement of this agreement or for the resolution of any dispute between Buyer and SEI 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 SEI, 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 SEI. 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.

9. **Disclaimer.** Sterndrive Engineering, Inc.(SEI) manufactures a stern drive designed to replace Mercury Marine's MerCruiser®, Alpha One®, R, MR, Gen II and Bravo One® stern drives. MerCruiser®, Alpha One®, Gen II, R, MR and Bravo One® are trademarks of the Brunswick Corporation. SEI has no affiliation with the Brunswick Corporation. Consequently, any warranties governing products manufactured and/or sold by Brunswick Corporation will not apply to products manufactured and/or sold by SEI, or to products damaged due to the operation of an SEI product. Sterndrive Engineering, Inc. is not affiliated with Mercury®, Yamaha®, OMC® or their products. All reference to their trademarks and trade names are the property of the respective owners.

SEI	Dealer
By: <u>Teresa Spann</u>	By: _____
Its: <u>Controller</u>	Its: _____