



providing ECO FRIENDLY solutions for water sports, land sports & industrial needs...

**IMPORTANT:**

Page one of this dealer application & agreement must be signed & submitted to JAWS prior to orders being accepted.

224 Sidehill Drive Ridgedale, MO 65739 / 727-489-5605 / fax: 727-683-9168 / jawsproducts@gmail.com / www.jawsproducts.com

**DEALER APPLICATION**

Company Name \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

Shipping Address  Check box if same -OR- \_\_\_\_\_

Resale # \_\_\_\_\_ Owner \_\_\_\_\_ Manager \_\_\_\_\_

Preferred Method of Payment  C.O.D.  Check or Money Order  Credit Card

Type of Card  VISA  Master Card  American Express  Discover

Card Number \_\_\_\_\_ Exp. Date (MM/YY) \_\_\_\_\_ / \_\_\_\_\_

Security Code \_\_\_\_\_ Name on Card \_\_\_\_\_

**JAWS DEALER AGREEMENT**

**PRICING: MAP (Minimum Advertised Pricing)**

1. The MAP for all JAWS products shall be no more than 30% less than the published MSRP pricing as stated on the most current JAWS Price List.
2. If products are sold in methods other than individually, including but not limited to combo packs, sets, systems, packages or add-ons, the price of each must be no more than 30% less than the published MSRP pricing.
3. MAP pricing applies to any and all advertisements of JAWS products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, emails, internet, e-commerce, public signage, television and radio.
4. Where pricing of JAWS products is displayed, any strike-through or alteration of the Minimum Advertised Price (MAP) is prohibited.
5. MAP does not establish a maximum advertised price. JAWS resellers are able to offer JAWS products at prices above MAP and are encouraged to sell at MSRP or above.
6. Intentional or repeat failure to abide by this policy will result in termination of reseller dealership. JAWS does not intend to do business with resellers who degrade the image and quality of JAWS and its products. JAWS is not required to provide prior notice or issue warnings before taking any action under this policy.

**SIGNATURE OF AGREEMENT:**

I certify I have read, understand and will comply to the above MAP Pricing and to all information stated on the JAWS Dealer Agreement (on back side of this application). The information I have provided as part of this Dealer Agreement is true and correct to the best of my knowledge.

Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## **ORDERS**

1. NO MINIMUM ORDER REQUIREMENTS: There will be a \$5.00 service charge for orders of less than \$20.00.
2. PAYMENTS ACCEPTED FOR ONLINE ORDERS: We accept VISA, AMEX, MASTER CARD, DISCOVER, PayPal and COD only for online orders.
3. Dealers wishing to be on terms (Due Upon Receipt; Net 10; Net 15; Net 30) must be approved by JAWS and have an alternate method of payment on file for past due invoices. You cannot order online using any "term" payment methods other than COD.
4. Dealers must notify JAWS in writing within 5 days of receiving order concerning any discrepancies such as damage, shortages, overages, dissatisfaction of products and billing questions.
5. All terms and prices are subject to change without notice.

## **SHIPPING POLICY**

1. FREE SHIPPING: JAWS provides FREE SHIPPING when you purchase 72+ qualifying items (mix & match).
2. F.R.E. SHIPPING (Freight Rate Exchange): JAWS provides F.R.E. SHIPPING when you purchase 36+ qualifying items (mix & match). With this method you pay shipping and **JAWS** will add product to your order equal to the cost of your shipping charge (retail value).
3. JAWS primary freight carrier is FedEx Ground but may also use USPS or UPS. For all FREE and F.R.E. shipments, method of shipment will be determined by JAWS.
4. All shortages and/or damage resulting from the carrier are to be filed with the carrier at time of delivery.
5. JAWS will not be held liable for shortages, delays, damages or non-delivery by the carrier.

## **RETURN POLICY**

1. All orders refused by dealer will be subject to any and all fees charged to JAWS from carrier for return.
2. All returns must have Return Authorization Number (RA#) to be accepted and credited. An RA# can only be obtained by contacting JAWS prior to shipping.
3. All items returned must be "like new" condition, in original packaging with NO alterations - including price tags and stickers (private label items will not be accepted for return)
4. JAWS reserves the right to charge for all items returned that do not meet the specified conditions above.

## **PAYMENTS AND PAST DUE ACCOUNTS**

1. A service charge of \$50 will be charged on all Non Sufficient Funds (NSF) checks.
2. Delinquent accounts will be sent to collections if not resolved within 15 days of delinquent notice from JAWS. Collection and legal fees will be added to account balance.
3. Orders placed by "past due accounts" will be sent pre-paid by credit card or COD.
4. JAWS reserves the right to hold or cancel orders of "past due accounts."

## **PRIVATE LABELING including STANDARD PRIVATE LABELING and TOTAL PRIVATE LABELING**

1. All private label orders are final at time of deposit and/or one week prior to production.
2. Allow one to four weeks for all private label orders from time of final label approval (small orders may be completed quicker).
3. JAWS reserves the right to approve or refuse any label design.

## **LIABILITY**

1. JAWS is not liable for the use or misuse of our products. The dealer assumes normal and customary liability of reselling products.
2. All JAWS products are to be used and/or instructed to be used for the purpose of their intent and as stated on each product. The dealer is responsible for explaining and/or demonstrating proper use of each product.
3. All prices and terms on price list and online store are subject to change without notice.