



CUSTOMER DISCOUNT & CREDIT ACCOUNT APPLICATION

Admiral Ship Supply 305 10th Street Port Townsend, WA 98368

Phone: 360-379-9921 Fax: 360-379-9947

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ACCOUNT TYPE:

- DISCOUNT – CASH / CHECK /CREDIT CARD - COMPLETE SECTION ONE
- CREDIT CARD AUTOPAY - COMPLETE SECTIONS ONE & TWO
- MONTHLY STATEMENT - COMPLETE SECTIONS ONE & THREE

| | | |
|-----------------|------------|----|
| ACCOUNT NUMBER | _____ | |
| CREDIT LIMIT | _____ | |
| TAX EXEMPT FORM | YES | NO |
| APPROVED BY | DATE _____ | |

SECTION ONE (All)

Account Type: Personal Commercial Non-Profit

Customer Name _____

Business, Organization or Vessel Name & Type (if any): _____

Mailing Address: _____ City _____ State _____ Zip _____

Home or Business Phone #: _____ Cell Phone #: _____

Email Address: _____ Fax Number: _____

Will ANY of your purchases be tax exempt? (If yes, Resale Certificate or Exemption Form MUST be completed) Yes ___ No ___

Individuals Authorized to use Account: _____

SECTION TWO (For Credit Card secured accounts, see terms below & reverse)

Card Run _____ by _____

Name on Card _____

Credit Card # _____ Expiration _____ CCV Number _____

DL# _____ State of Issue _____ Expiration _____ Date of Birth _____

SEASONAL HAULOUTS & INDIVIDUALS LEAVING PORT - PLEASE STOP BY TO SUSPEND YOUR ACCOUNT & COLLECT INVOICES BEFORE DEPARTURE

SECTION THREE (For credit accounts extended by Admiral Ship Supply, see terms below & reverse)

Business Description: _____ Credit Amount Requested _____

Federal Tax ID#: _____ Type: Corporation Partnership Sole Proprietorship
(or social Security Number) (If partnership all partners must sign)

Principals of Company: _____

Years in Business _____

Name of Bank: _____ Branch Location: _____

Account Number: _____ Banking Contact: _____

Trade Reference: (Name and phone) _____

Trade Reference: (Name and phone) _____

I declare that the above information is true & correct. It is provided to allow Admiral Ship Supply to make a decision on whether or not to extend credit and provide discounts. I authorize Admiral Ship Supply to investigate as it sees fit, including contacting the above trade references, banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to Admiral Ship Supply any and all information concerning the financial and credit history of the above named individual or company. We have read and agree to all terms and conditions of credit on the reverse of this form. I confirm that I am authorized to provide the above information to Admiral Ship Supply. If applying for a Credit Card secured account, you authorize Admiral Ship Supply to bill your card no less than once per month for purchases made on your account. If applying for other credit, you agree to pay per the terms listed.

Signature: _____

Date: _____

Printed Name _____

Title / Position Held: _____

Admiral Ship Supply II Inc.
DBA Admiral Ship Supply
TERMS AND CONDITION OF SALES AND CREDIT

- I. **GENERAL AGREEMENT:** All Sales are expressly conditioned on the terms and conditions set forth on this and the reverse side of this form, along with those contained in any attachments hereto. No additional or different terms shall apply (whether a part of Buyer's purchase order or other communication from Buyer) unless expressly agreed to in writing by a duly authorized representative of Admiral Ship Supply. Notice is hereby given that Admiral Ship Supply rejects any different or additional terms and that such different or additional terms shall not be binding upon it. Acceptance of or payment for any of the goods constitutes Buyer's agreement to Admiral Ship Supply's terms and conditions.
- II. **DISCLAIMER OF WARRANTIES.** Warranties. Since the goods sold hereunder are not manufactured by it, Admiral Ship Supply makes no warranty, express or implied, as to such goods, except that such goods are owned by it, free of any security interest or other lien. Admiral Ship Supply will, however, make available to Buyer all transferable warranties made to it by the manufacturer, and will use all reasonable effort to obtain from the manufacturer, in accordance with such manufacturer's customary practices, the repair or replacement of such goods as may prove defective in workmanship or material. **THE WARRANTY EXPRESSED IN THIS PARAGRAPH 2 IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE.**
- III. **ACCEPTANCE: DUTY TO TIMELY INTERPERET AND DIRECT NONCONFORMING GOODS.** All goods shall be conclusively presumed to conform to description, grade and condition described herein unless Buyer shall, within five (5) business days of delivery of the goods, notify Admiral Ship Supply in writing about any nonconformity. Seller shall upon receipt of written notification, correct such nonconformity at its option, either by repairing any defect, or making available F.O.B. Admiral Ship replacement goods. If Admiral ship Supply is unable to correct nonconformity or to replace the nonconforming goods within thirty (30) calendar days of receipt of written notice, Admiral Ship Supply shall return money paid by Buyer on account of such nonconforming goods.
- IV. **EXCLUSIVE REMEDY.** Correction of nonconformities, replacement of goods, or return of money, as provided above, shall constitute fulfillment of all liabilities of Admiral Ship Supply to Buyer, whether based on contract, negligence or otherwise with respect to, or arising out of the goods described herein. **THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND CONSTITUTE BUYER'S SOLE REMEDIES. UNDER NO CIRCUMSTATNCES SHALL ADMIRAL SHIP SUPPLY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.** Errors in extension of prices in the order, acknowledgment or invoice are subject to correction. Buyer shall not reduce or offset any monies claimed, without the express written consent of Admiral Ship Supply.
- V. **RETURN GOODS AGREEMENT.** Merchandise may not be returned without authorization. In no case shall returns be accepted more than thirty (30) days after the date of sale.
- VI. **DISCOUNT PRICING.** Discounts to normal retail prices may be available to account holders at the descretion of Admiral Ship Supply. **Discounts and preferred pricing levels are available only to accounts in good standing.** Past payment history may also be considered when determining pricing levels and discounts even if an account is paid in full.
- VII. **CREDIT CARD SECURED ACCOUNTS SALES AGREEMENT. (For credit extended by Admiral Ship Supply per section Two)**
 - I. An initial transaction may be run to verify credit card status after your first purchase.
 - II. The outstanding account balance will be charged to the credit card on file no later than the last day of the month in which the charges were incurred or if an account accrues a balance greater than \$1000. A statement & receipt will be sent to account holder at the end of each month to the address on file.
 - III. Declined or expired credit cards will cause an account to be placed on a cash-at-time-of-sale basis. A statement will be mailed to the address on file. Failure to pay the balance by the end of the month following the original invoice will cause the balance to incur interest charges. Accounts with balances not paid within six months of the statement date may be turned over to collections agencies as allowed by the law.
 - IV. Past due balances are assessed a late charge of 1.5% monthly, an ANNUAL RATE OF 18%, or the maximum rate authorized by law, whichever is lower
 - V. In the event any account is not paid when due and legal action is commenced, the prevailing party shall be entitled to its reasonable attorney and court fees including any cost of appeal. Parties hereby agree that if any suit or action is brought to enforce any part of terms of sale herein, venue of said suit might be in Jefferson County, Washington at the option of Admiral Ship Supply.
 - VI. It is expressly agreed that if the account is delinquent and is referred to a third party or parties for collection, all additional costs of collection will be borne by the Buyer and by signers.
- VIII. **CREDIT SALES AGREEMENT. (For credit extended by Admiral Ship Supply per section Three)** In addition to the terms of any credit application and personal guarantee of payment of Buyer's account, the parties agree.
 - I. Outstanding Account balance is due within thirty (30) days from the date on the monthly statement.
 - II. Our statement period closes on the last day of each month. Payments received after that date will be included in the following month's business and are considered past due. Payments are applied to the oldest outstanding balance.
 - III. Past due balances are assessed a late charge of 1.5% monthly, an ANNUAL RATE OF 18%, or the maximum rate authorized by law, whichever is lower
 - IV. Non-current accounts will be placed on a cash-at-time-of-sale basis.
 - V. In the event any account is not paid when due and legal action is commenced, the prevailing party shall be entitled to its reasonable attorney and court fees including any cost of appeal. Parties hereby agree that if any suit or action is brought to enforce any part of terms of sale herein, venue of said suit might be in Jefferson County, Washington at the option of Admiral Ship Supply.
 - VI. It is expressly agreed that if the account is delinquent and is referred to a third party or parties for collection, all additional costs of collection will be borne by the Buyer and by signers.