



NORDIC HOT TUBS - DEALER APPLICATION

4655 Patterson SE; Grand Rapids, MI 49512

Ph# (888) 438-8827; Fax# (616) 940-4154

PLEASE NOTE: The mere completion of this application is no guarantee or commitment by Nordic Products, Inc that you or your business will, in fact, become a Dealer of Nordic Products, Inc. The signature of the authorized representative on the "TERMS AND CONDITIONS OF APPLICATION AGREEMENT", hereby grants authorization to Nordic Products, Inc to conduct investigations into your credit background.

(Please Print or Type)

Business Type: Corporation: _____ Partnership: _____ Sole Proprietorship: _____ LLC _____

Exact Legal Name of the Business: _____

Trade or D/B/A Name: _____

Ph#: () _____ Fax: () _____

Address: _____

City: _____ State: _____ Zip Code: _____

County: _____ Federal Tax ID Number: _____

Main Sales Contact Person: _____

Main Billing Contact Person: _____

Hours of Operation: _____ Days CLOSED: _____

Do you have a Forklift/Hi-low?: YES NO Years in Business: _____

Yearly Spas Sold: _____ Other Lines of Spas: _____

Anticipated Yearly Sales \$ Volume of Nordic Hot Tubs: _____

Does the business: OWN, RENT or LEASE the showroom facility?

Website: www. _____ Sales e-mail address? _____

How do you plan to pay for the merchandise?

GE Finance (insert acct#) _____ Requesting in house financing _____

COD _____ Pay in advance _____ Credit Card _____

Owner's Info:

Name & Residence Address: _____

City: _____ State: _____ Zip Code: _____

Social Security Number: _____ - _____ - _____

Home Ph#: () _____ Cell: () _____

Shipping Location (only if different than above)

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Main Contact: _____ Title: _____

Ph#: () _____ Fax: () _____

Hours of Operation: _____ Do you have a Forklift/Hi-low?: YES NO

Additional Owner's Info:

Name & Residence Address: _____

City: _____ State: _____ Zip Code: _____

Social Security Number: _____ - _____ - _____

Home Ph#: () _____ Cell: () _____

Let us help you....Turn Your Day Around!

www.nordichottubs.com

TERMS AND CONDITIONS OF DEALER APPLICATION AGREEMENT

Hereinafter, "NORDIC PRODUCTS, INC." is referred to as SELLER. The Applicant, as previously noted within this application, is herein after called the DEALER. In consideration of the SELLER selling or leasing to merchandise to the DEALER, the SELLER and DEALER agree as follows:

1. Sale terms are unique and negotiated for each order. The purchase order is to be reviewed by DEALER prior to order confirmation, to ensure the DEALER order is correctly stated and terms (if any) for the particular sale are appropriate. All sales are deemed as final and can not be renegotiated after invoice to Dealer. Regardless of whether payment terms may have been granted to a DEALER, the invoice charge for any specific product becomes immediately due if the dealer is no longer in possession of the product (i.e. sold to a consumer).
2. DEALER agrees to abide to Nordic Products, Inc. Hot Tubs Warranties & Procedures Agreement for rules on product warranty, service and repair order requests. Dealer also agrees to abide by Nordic Products, Inc. Electronic Price Communications Policy. These documents are separate from this application.
3. Anyone, at the DEALER'S place of business who receives SELLER'S goods or who picks up goods for DEALER, wherever SELLER delivers same or causes same to be delivered; or where DEALER is carrying on a business activity, is conclusively presumed to be the agent of the DEALER for the receipt of said goods for the DEALER. The SELLER retains a security interest on the goods sold to the DEALER and the proceeds from the sale thereof until the goods are paid for; and the DEALER hereby empowers and appoints the SELLER to file a UCC-1 Financing Statement in all states in which Dealer maintains business locations, to perfect SELLER'S lien interest in the goods sold. The word "goods" includes inventory, equipment, parts and any accessories. Also, NORDIC PRODUCTS, INC. is granted a lien in goods it performs services upon and/or replacement parts it furnishes for DEALER.
4. DEALER understands that since DEALER has exclusive custody for the care, maintenance and insurance of any products purchased, that Seller will not repurchase any inventory. Therefore, DEALER agrees to limit the purchase from Seller, to the quantity of product it expects to expediently sell to consumers.
5. SELLER reserves the right to withhold release of new (unpaid) merchandise to a DEALER, if DEALER's account is past due, regardless of any order confirmation. An order confirmation only schedules production of merchandise, not delivery. Accounts must be not be delinquent to schedule new deliveries.
6. DEALER agrees the pricing and terms provided to the DEALER are confidential and shall not be disclosed to persons not employed by DEALER.
7. DEALER agrees that SELLER may file liens and/or Uniform Commercial Code (UCC) documents to securitize unpaid purchases.
8. DEALER agrees to reimburse Seller for any /all expenses for collection or enforcement hereof, including but not limited to: collection company expenses; court costs; attorney's fees; witness fees and travel expenses; restocking and/or return freight costs. SELLER has the right to charge interest on DEALER's account from the due date of invoice of 1.5% per month.
9. DEALER waives rights to choice of venue for any legal proceedings. Any dispute arising under or in connection with the agreement or any related matter between SELLER and DEALER, shall be subject to the SELLER's exclusive choice of jurisdiction. The venue may be in a County or Parish in which the SELLER conducts it's business. To reduce ambiguity of interpretation legal enforcement, Dealer negotiates that laws and/or codes of the State of Michigan shall apply to all transactions between parties.
10. **DISCLAIMER:** SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OF GOODS OR EQUIPMENT SOLD, OCCASION BY LABOR DISPUTES, FORCE MAJEURE OR OTHER CAUSES BEYOND SELLER'S CONTROL NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED IN THE UNIFORM COMMERCIAL CODE RELATIVE TO SAID SALE. THE GOODS SOLD ARE WARRANTED TO BE FIT FOR THE PURPOSE FOR WHICH IT IS INTENDED, BUT THE SOLE LIABILITY OF THE SELLER IS TO EITHER REFUND THE PURCHASE PRICE FOR THE GOODS PRO RATA; OR, REPLACE OR REPAIR GOODS SOLD. THE OPTION FOR THE AFOREMENTIONED IS SOLELY WITH THE SELLER. THERE ARE NO OTHER WARRANTIES. CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO THE SELLER WITHIN 10 DAYS OF DELIVERY OR OCCURRENCE OR DEFAULT.
11. This Agreement is not subject to oral cancellation or change. If oral cancellation or change is claimed, such must be in writing and signed by the parties being charged, within ten (10) days from the alleged date of change or cancellation, otherwise change or cancellation shall be conclusively deemed as waived. SELLER reserves the right to terminate business relationship with 10 day notification to DEALER.
12. All notices relative hereto shall be in writing and sent by Registered Mail or Certified Mail, Return Receipt Requested and shall be deemed received by DEALER upon mailing whether or not received. Notices to SELLER shall not take effect until received by SELLER.
13. Each paragraph of this agreement shall be severable and shall survive any paragraph deemed legally unenforceable, void or invalid.

Dealer's Name and Type of Entity (print) _____
 Authorized Representative and Title (print) _____
 Signature and Date _____

PERSONAL GUARANTY

The term GUARANTOR shall be construed in the singular or plural, as context may require, in consideration of SELLER selling on an open account or on any other basis, terms or conditions, to DEALER, the undersigned, in an individual capacity, does hereby jointly and severally and irrevocably PERSONALLY GUARANTEE, to SELLER, the present payment of the account and/or debt of the above DEALER for past, and future debts to SELLER; and GUARANTOR also agrees to pay all costs of collection or enforcement hereof. This GUARANTY is not subject to oral modification or cancellation. GUARANTOR hereby adopts herein, agrees and submits GUARANTOR to the "Terms and Conditions" of paragraphs 7 (jurisdiction), 8 (venue), 10 (no oral change), and 11 (notice) above Irrespective of any descriptive words to the contrary, in connection with GUARANTOR'S signature this is a PERSONAL GUARANTY.

GUARANTOR - PERSONAL GUARANTY
