



SHORT BLOCK TECHNOLOGIES

1401 N. Myrtle Avenue, Clearwater, FL 33755
(727) 443-0373 phone (727) 461-4268 fax
www.ShopSBT.com

Thank you for contacting SBT – America's largest supplier of remanufactured PWC engines.

Please complete the attached dealer application and fax or email it back to SBT **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. Please visit our web site at www.ShopSBT.com for more information on our products and exchange program.

Once you have completed and faxed back your application and supporting paperwork, you must call to activate the account prior to ordering – Ask for accounting.

Fax to: (727) 461-4268 or Email to Accounting@shopsbt.com

Toll Free Ordering and Tech Support: (877) 330-0231

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

SBT Staff

SBT DEALER AGREEMENT



Company's Legal Name: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Company Website: www. _____

Shipping Address: _____ City _____ State _____ Zip _____

Mailing Address: _____ City _____ State _____ Zip _____

Federal I.D. Number or Owner's Social Security Number: _____

Credit Card Number: _____ Exp. Date: _____ Security Code: _____

Name on Credit Card: _____ Card Holder's Signature: _____

Credit Card Mailing Address: _____

Please read and initial the following:

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

_____ 2. **Relationship.** SBT 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 SBT 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. SBT shall be entitled to recover a reasonable attorney's fee and court costs should SBT engage an attorney to collect upon this Agreement or any transaction hereunder.

_____ 4. **Credit Card Authority.** Dealer has given SBT the authority to utilize the credit card itemized hereinabove to pay for services and products. Subject to the terms hereof, Dealer waives all rights to challenge or set aside any lawful charge made by SBT 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. **Warranties.** SBT hereby provides a limited warranty upon its crankshaft, engine parts, pistons, and remanufactured engines as specifically set forth under its standard invoices and as described in its product manual. Said limited warranties are incorporated herein. This warranty does not apply to personal watercraft used for rental, commercial, or racing purposes. SBT offers no warranty for PWC's used for rental, commercial, or racing purposes.

_____ 7. **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. SBT 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 SBT, FOR ALL LOSSES, DAMAGES, OR INJURIES FROM THE USE OF SBT 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.

_____ 8. **Core Returns.** Buyer must ship to SBT the used engine or part ("core"), which core becomes the property of SBT. Buyer must return the core to SBT within two weeks after receipt of the remanufactured engine or crankshaft. In the event the core is not returned within said two week period, each engine core shall be subject to a late fee of \$100.00 per week, and each crankshaft core or other exchange part (cylinder, head, etc.) shall be subject to a \$25.00 per week late fee, which shall accrue until the core is received by SBT. All cores must be returned by Buyer in a rebuildable condition. SBT reserves the right to charge Buyer additional sums for any core which is damaged, missing parts, contains aftermarket parts, or otherwise not reasonably subject to rebuilding. Please note that SBT is not responsible for any extra parts left on your core. Any extras parts will be discarded upon receipt and cannot be returned to you.

_____ 9. **General Terms.** This agreement is made in the state of Florida, and all payments due hereunder shall be made to SBT at its principal offices at 1401 North Myrtle Avenue, Clearwater, Florida 33755. Venue for the enforcement of this agreement or for the resolution of any dispute between Buyer and SBT 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 SBT, 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 SBT. 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.

_____ 10. Any unauthorized expense incurred by SBT will be chargeable to your credit card. (Unexpected freight charges on altered return bills, duties, tariffs or taxes.)

DEALER: By: _____ Title: _____ Date: _____

SHORT BLOCK TECHNOLOGIES, INC. By: Teresa Spann Title: Controller