

Sea Dwelling Creatures, Inc.

5515 W. 104th St. Los Angeles, Ca 90045

310 676-9697 fax 310 676-9699

New Customer Check List

Dear New Customer,
Attached please find all the paperwork required to establish your account.
Please make sure to fill out each piece in full, sign and date.
Incomplete packets or packets missing information
Cannot be processed.

Return completed packet via fax.

Below is a checklist for you to insure a completed packet.

- New Customer Information
- Terms & Conditions
- *Credit Card Authorization
- Copy of Business Lic.

*If a credit card authorization form is not returned, your shipment will be sent
COD MONEY ORDER.

Additional Requirement For California Customers Only:

- Blanket Certificate of Resale

Thank you for taking your time to complete our paperwork process!
We thank you for your interest in Sea Dwelling Creature, Inc.
We look forward to serving your needs!

Sea Dwelling Creatures, Inc.

5515 W. 104th St. Los Angeles, Ca 90045

Phone:310 676-9697 Fax:310 676-9699

New Customer Information

Business Information:

Business Name: _____ Main Telephone: () _____

Address: _____ Fax: () _____

City: _____ Email: _____

State: _____ Zip Code: _____ Main Contact Person: _____

Alternate Contact Name: _____ Alt. Phone() _____
Home/Cell/Other

EIN / Federal Tax I.D.#: _____

California Customer State Sales Tax Resale #: _____ (Must include copy of Blanket Certificate of Resale)

Owner Information:

Owner(s) Name: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone: () _____ Cell Phone: () _____

Drivers Lic. #: _____ State: _____ SS#: _____

Shipping Information/Referral information:

Preferred Airline: _____ Airport: _____

If you prefer to ship with another carrier please list: _____

Referred by: _____

SDC OFFICE USE ONLY:

Sales Rep: _____ Customer #: _____ Terms: _____

T&C: _____ C C Info: _____ B L: _____ S P: _____ Federal Tax ID: _____

Added to Mas 90 by: _____ CC to Sales Rep: _____ Addedd to Fax/Email list By: _____

Special Notes about account: _____



SEA DWELLING CREATURES, INC.

5515 W. 104th St. Los Angeles, Ca 90045
PHONE (310) 676-9697 FAX (310) 676-9699

Terms and Conditions for Dealers – Effective 2008

Page 1 of 2

Orders are shipped Monday - Thursday. Minimum orders are \$350. On Monday there will be a \$25 service charge for orders under the \$350 minimum. Tuesday - Thursday, there will be a \$15 service fee for orders under the \$350 minimum. In order to help ensure that you are not charged a service fee due to a low fill rate, please inform your sales rep at the time of the order what items you would like substituted in case some items are not available when the order is being packed.

Unfortunately, we cannot guarantee same day shipping for same day or next day arrival. Orders are better serviced by being placed the day before the shipping day or two days before the receiving day.

All prices are U.S. dollars, F.O.B. Los Angeles, California. Prices are subject to change without notice. Orders are filled to the best of our ability. We cannot anticipate precisely what items will be available for sale until just prior to screening and shipping. To better fill your order, we will substitute (up or down one size only) if the size you specified is not available. If you will not accept size substitutions for any particular item or shipment, please notify your sales rep. Box charges are \$4.50 for small, \$5.50 for medium and \$8.50 for large boxes. Heat/Gel packs are provided as climate conditions dictate for \$1.00 each. Please notify your sales rep of any strenuous weather conditions in your area.

SDC packs all shipments for 48 hours of transit time (under non-extreme conditions). All shipments are made in good faith via the best possible carrier and routing. Should any carrier mishandling or delay occur, **consignees must pick up shipments regardless of the circumstances.** Refusal of a shipment for any reason voids any and all claims by both the consignee and the shipper on the carrier. Shipments must be picked up within 3 hours of arrival or when made available by the carrier. SDC cannot guarantee delivery time or be responsible for inconveniences caused by carrier delay or mishandling. If transit time is greater than 48 hours, or if boxes arrive damaged, the shipment must be inspected upon acceptance and any problems, damages or losses should be noted and acknowledged by an airline representative and the consignee must obtain a claim form at the time of pick-up. The inspection report, claim form, DOA list and a copy of the paid air-bill must be faxed to SDC within 48 hours. Failure to follow any of the procedures above may void any claims to be paid by the carrier or SDC. If the above procedures are followed, SDC will issue 50% of the livestock claim on the next invoice, and the balance will be issued if and when the claim is paid in full by the airline.

Guarantee:

Live arrival is only guaranteed on direct flights (non-transfer flights) and only for losses above 3%. Product selected in-person by your company representative is not guaranteed. Sea Dwelling Creatures cannot extend its DOA credit policy to orders shipped via DHL, FedEx or other door-to-door carriers in which a service failure occurs, as these carriers do not assume liability for degradation or loss of live animals due to shipment delays.

Initial Here: _____

Terms and Conditions for Dealers – Effective 2007

Guarantee (Con't):

Sea Dwelling Creatures will attempt to recover freight costs for our customers in the event of service failure, but cannot guarantee DOA credits for livestock as otherwise provided per our Terms & Conditions.

Orders less than \$350.00 are not guaranteed. All Sharks and Sting Rays are not guaranteed. Fish or Invertebrates valued more than \$50.00 are not guaranteed. Your prompt feedback is very important to our ongoing efforts to improve our husbandry and our customer service. Any animals that are (in the bag) **"Dead On Arrival" (DOA)** or items that are invoiced, but you **"Did Not Receive" (DNR)** **claims must be reported by fax within 12 hours of arrival at your airport. Fax must be sent on the original SDC invoice with DOA & DNR marked on the line in which they appear on the invoice.** All invoices must be paid in full. All credits are subject to approval by Sea Dwelling Creatures, Inc. Credits are applied to your next order. Any approved credits must be used within 30 days of approval or they will be forfeited. Orders that have been packed, and are then canceled, due to any reason, are subject to a 10% re-stocking fee. **DOA claims of 10% or greater must be accompanied by a photograph.**

Orders are shipped Pre-paid Credit Card. Visa, Master Card, AMEX and Discover are accepted. C.O.D. MONEY ORDER is also accepted, but some restrictions may apply due to the fact that some Airlines do not accept C.O.D. shipments. Company Checks will NOT be accepted for C.O.D. Money Order shipments. Pre-payment with company check or wire transfer can be arranged for those who wish to avoid airline C.O.D. fees (please allow enough time for your check to clear your bank before the shipment is sent). Shipments are sent freight collect unless advanced arrangements are made and approved by SDC. For shipments where the freight is pre-paid by SDC, you will be invoiced upon SDC receiving a bill from the carrier. Any invoices that result from SDC pre-paying the freight are due immediately and will be charged to the credit card on file.

I agree by signing below to personally guarantee to Sea Dwelling Creatures, Inc. any obligations that may become due. I understand that I am fully responsible for any balances on this account, and I am liable for any additional charges that may be incurred by Sea Dwelling Creatures, Inc. as a result of collection and/or legal proceedings. There will be a \$25.00 fee charge for any returned check. A 1.5% monthly finance charge will apply on any open balances beyond terms. Unauthorized "Crossing out" or "Striking through" any contents of this document, without the written consent of SDC Ownership, DOES NOT release the customer of those TERMS and CONDITIONS.

Store Name: _____

Print Name of Owner/Officer: _____

Title: _____

Signature of Store Owner/Officer: _____

If signing this document via computer (Electronic Signature), check box here that you agree to the terms listed above.

Initial Here: _____



SEA DWELLING CREATURES, INC.
 5515 W. 104th Street Los Angeles, CA 90045 (310) 676-9697 FAX (310) 676-9699

CREDIT CARD AUTHORIZATION FORM

Store Name: _____ Date: _____

ALL INFORMATION MUST BE COMPLETED FOR EACH CARD LISTED

Is this a CREDIT or DEBIT card? Type: AMEX Discover MC Visa

Would you like this card to be the primary card on file? YES NO

Is this card for a "one time only" purchase? YES NO If Yes, which invoice number: _____

(Please enter the numbers that appear on the face of your credit card)

Card #1: _____ Expiration Date: ____/____/____ Security Code: _____

This is the 3-4 digit no. found on front of your AMEX above CC# or on back of your VISA/MC/DISCOVER in the Signature area

Name as it appears on card: _____

Billing address of cardholder: _____

Signature of cardholder: _____

Is this a CREDIT or DEBIT card? Type: AMEX Discover MC Visa

(Please enter the numbers that appear on the face of your credit card)

Card #2: _____ Expiration Date: ____/____/____ Security Code: _____

This is the 3-4 digit no. found on front of your AMEX above CC# or on back of your VISA/MC/DISCOVER in the Signature area

Name as it appears on card: _____

Billing address of cardholder: _____

Signature of cardholder: _____

I authorize Sea Dwelling Creatures, Inc. to charge my credit card(s) for any due amount. I agree by signing below to personally guarantee to Sea Dwelling Creatures, Inc. any obligations that may become due.

Upon acceptance of this application, the client agrees to the payment terms stated by the creditor, Sea Dwelling Creatures, Inc. A 1.5% monthly finance charge will apply on any open balances beyond terms. We reserve the right to cancel or change terms based on account performance at any time without notice. A freight charge will apply on any courier service that is scheduled for payment pick-ups. Additional fees may apply. I understand that I am fully responsible for any balances on my account, and I am liable for any additional charges that may be incurred by Sea Dwelling Creatures, Inc. as a result of collection and/or legal proceedings.

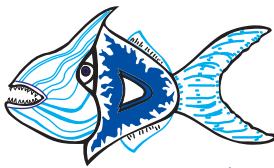
In the event that my credit card expires I will provide SDC, Inc., with the new expiration date verbally via telephone. In the event that your credit card/s decline charges for a shipment your order will be sent C.O.D. Certified Funds, unless you have been pre-approved for company check status, and we will notify you of this change by phone or fax. If this is not acceptable please indicate here with your initials _____, and we will restock your order and try to reschedule the shipment for a later date (there will be a 10% restocking fee for all orders that are not shipped due to credit card decline).

Please let us know at the time of your order which credit card you would prefer that we charge. Your back-up credit card will be charged in the event that the primary card declines.

I have read and understand the above conditions.

Print Full Name: _____ Date: _____

Card Holder Signature: _____



SEA DWELLING CREATURES, INC.

DISTRIBUTOR/WHOLESALE OF MARINE FISH, INVERTEBRATES & AQUARIUM SUPPLIES
5515 W. 104TH STREET • LOS ANGELES CALIF. 90045
PHONE (310) 676-9697 • FAX (310) 676-9699
WEB SITE: WWW.SEADWELLING.COM

Attn: _____

Company: _____

Please complete Blanket Certificate of Resale and fax back to (310) 676-9699 ASAP.

Thank You

SDC Accounting Department

BLANKET CERTIFICATE OF RESALE

THE UNDERSIGNED CERTIFIES THAT THE FOLLOWING DESCRIBED PROPERTY:
MARINE FISH, CORALS & AQUARIUM SUPPLIES

PURCHASED FROM: **SEA DWELLING CREATURES, INC.**

AFTER _____ IS PURCHASED FOR THE FOLLOWING PURPOSE:
(Date)

_____ Resale as a tangible personal property.

_____ To be incorporated as a material or part of other tangible personal property to be produced for sale by

_____ Manufacturing, assembling, processing, or refining.

_____ To be exported for sale, use or consumption outside the continental limits of the United States.

_____ To be sold outside seller's state.

_____ Other.

This certificate shall be considered a part of each order which we shall hereinafter place provided such order contains our certificate number. This is to continue in force until revoked in writing.

Seller's Permit No: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Signature: _____ Title: _____ Date: _____

*****ALL CALIFORNIA CUSTOMERS MUST COMPLETE THIS FORM OR WE WILL CHARGE SALES TAX ON YOUR ORDERS*****