

Global Oceanic Life, Inc.

1835 N.E. MIAMI GARDENS DRIVE SUITE 406 NORTH MIAMI BCH FL 33179

Terms and Conditions for Dealers - Effective February 2007

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 thru Thursday ship out there will be a \$15 service fee for orders shipped 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. Miami, Florida. 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 \$4.00 for small, \$5.00 for medium and \$8.00 for large boxes. Heat/Gel packs are provided as climate conditions dictate for \$1 each. Please notify your sales rep of any strenuous weather conditions in your area.

GOL 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. GOL 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.

Live arrival is only guaranteed on direct flights (non-transfer flights) and only for losses above 3%. Product selected by your company representative is not guaranteed. **Orders less than \$350.00 are not guaranteed.** All Sharks and Sting Rays are not guaranteed. Fish or coral valued more than \$50.00 are not guaranteed. Your prompt feedback is very important to our ongoing efforts to improve our husbandry efforts and our customer service. Any dead in the bag on arrival (DOA) or billed for but 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 Global Oceanic Life, 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% restocking fee.

Orders are shipped C.O.D. certified check, cashiers check or money order. Prepayment with company check or payment by credit card (pending GOL's receipt of a completed Credit Card Authorization) can be arranged for those who wish to avoid airline C.O.D. fees. Visa, Master Card, AMEX and Discover are accepted. Shipments are sent freight collect unless advanced arrangements are made and approved by GOL. There will be a \$25.00 fee charge for each returned check. I agree by signing below to personally guarantee to Global Oceanic Life, Inc. any balances on my account and any obligations that may become due as a result of collection and/or legal proceedings.

Store Name: _____ Date: _____

Print Name of Store Owner/Officer: _____ Title: _____

Signature of Store Owner/Officer: _____

I have read and agree to the terms and conditions above. A Store Owner or Corporate Officer must agree to the above terms.

I AGREE:

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PAYMENT OPTIONS

Prepaid - This is a credit card transaction. You will need to complete the "CREDIT CARD AUTHORIZATION" and fax it back to us before your order is shipped.

CrossCheck COD - You can FAX a copy of your company check when you place your order. If your company check is approved by CrossCheck, then your company check will be accepted. Simply bring the same check to the airport - payable to Sea Dwelling - when picking up your shipment (Airline COD fees will apply). If your company check is NOT approved your order will be shipped COD Money Order or Prepaid, whichever is applicable.

COD Money Order - If you do not choose one of the options above or if your credit card, TeleCheck, or Check By Phone transaction is declined your order will be shipped COD Money Order (Airline COD fees will apply).

Wire - Global Oceanic Dwelling will provide banking information for a wire transfer upon request. **Global Oceanic must receive wires prior to ship out.** Upon confirmation of receipt of wire Sea Dwelling will ship your order the following business day.

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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 Global Oceanic Life, Inc. to charge my credit card(s) for any due amount. I agree by signing below to personally guarantee to Global Oceanic Life, Inc. any obligations that may become due.

Upon acceptance of this application, the client agrees to the payment terms stated by the creditor, Global Oceanic Life, 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 Global Oceanic Life, Inc. as a result of collection and/or legal proceedings.

In the event that my credit card expires I will provide GOL, Inc., with the new expiration date verbally via telephone.

FOR OFFICE USE ONLY

When one of the above cards expires & the new Exp. Date is given via phone by the cardholder please fill in the new Exp. Date in the box provided below.

CC#1 Exp. Date: _____ CC#1 Exp. Date: _____ CC#2 Exp. Date: _____ CC#2 Exp. Date: _____

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: _____