



1200 N. Milwaukee Ave., Glenview, IL 60025 (714) 969-7414 FAX # (714) 599-9897

\_\_\_\_\_, (Applicant) agrees to the following terms and conditions regarding payment by credit card.

**AGREEMENT TO PAY:** Applicant agrees to honor all credit card charges for product purchased from Dolphin Distribution Group LLC (Dolphin Group). Should the credit card be declined, Dolphin Group may demand payment, prior to any further shipments. **PAYMENT OF OBLIGATIONS:** Applicant agrees to pay to Dolphin Group at such place designated by it, obligations evidencing credit extended by Dolphin Group in accordance with the applicable payment, finance and service charge schedule in effect from time to time. **CHARGEBACKS:** Applicant agrees that any disputed charge, request for chargeback or adjustment, will first be reported to Dolphin Group. Dolphin Group will have ten (10) business days to resolve the dispute with Applicant. Applicant has 30 days to dispute, or request a chargeback, of any credit card charge. Applicant's failure to dispute the charge, or request a chargeback 30 days after payment constitutes a waiver of any right to chargeback the payment.

Dealer Name: _____
Name as appears on Credit Card: _____ Expiration: _____
Type: ___ Master/Visa ___ AMEX. Card # _____
Card Validation code (3 or 4 digit value on the back side of card): _____
Billing Address: _____
Phone number: _____
Authorized signature: _____ Date: _____

**AUTHORIZATION FOR PAYMENT:** Applicant hereby authorizes Dolphin Group to charge its credit card for specific or all purchases.

**WARRANTIES AND REPRESENTATIONS:** Applicant warrants and represents that the signature on the claim slip will be genuine and authorized by Applicant and not forged or unauthorized. **TRANSFERABILITY:** This agreement is not transferable by Applicant without Dolphin Group's consent. Any attempt by Applicant to assign the Agreement in violation of this paragraph shall be void. **FAILURE TO FULFILL OBLIGATIONS:** Should Applicant fail to fulfill any of the obligations under this agreement, Dolphin Group may declare the entire balance due and immediately payable, and may proceed to enforce the full payment of such balance, including finance and service charges. In the event of suit to collect such payment balance, Applicant shall pay all reasonable attorney fees and actual court costs. **GOVERNING LAW:** All transactions involving the credit extended under this agreement shall be governed by the laws of the State of Illinois, which are expressly adopted to control all transactions under this agreement. **WAIVER OF STATUTE OF LIMITATIONS:** Applicant expressly waives the defense of the statute of limitations for the period permitted by Law. **AGREEMENT:** Applicant expressly agrees to provisions contained in this agreement and manifests this agreement by his/her signature.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name