

MMP, Inc
Manufacturer of WOOD FREEMAN® Automatic Pilots
3033 S Lawrence ST, Tacoma Washington, 98409 U.S.A.
(253) 564 5902 fax: (253) 565 1811 email: info@woodfreeman.com

March 1, 2000

Thank you for your inquiry for information about our Wood Freeman® automatic Pilots, specifically about dealership opportunities.

Please review the complete the enclosed forms, affix the necessary signatures and return the original document to us. To expedite the process you fax the document, 1 page at a time, to us to start the review process.

The review process takes from 3 to 6 weeks, depending on quickly the reference you supply on the forms respond to our inquiries.

Application for dealership does not guarantee that dealership status will be offered to your firm. Under the Federal Law, if some of the supplied financial information is the reason you are not granted dealership, you will be notified in writing as to the information obtained that leads to not granting dealership status.

There are 8 pages in this document they are:

Page 1	This cover Letter
Page 2-3	General Information forms
Page 4	Limited Warranty
Page 6	Notes on Limited Warranty
Page 7	Statement of correctness form and Signature page.
Page 8	Financial Information Form

Signatures are required on pages 7. Signatures are required on page 8, for company check approval and credit checks.

If you have any questions or concerns about this document, please call, write or E-mail us.

Again, Thank you for your interest in Wood Freeman® Automatic Pilots

Yours truly,
MMP, Inc.

Michael W. Freeman
President

MWF:ct
Enc: Pages 2 – 8 of application for dealership with MMP, Inc.

APPLICATION DEALERSHIP
FOR
WOOD FREEMAN® AUTOMATIC PILOTS AND ACCESSORIES

Manufactured by MMP, Inc
3033 S Lawrence St, Tacoma Washington 98409, U.S.A.
Telephone Number 1-253-564-5902
Facsimile Number 1-253-565-1811

DATE _____

COMPANY NAME: _____

MAIL ADDRESS: _____

SHIPPING ADDRESS: _____

BUS. PHONE () _____ FAX () _____ HOME: () _____

TYPE OF BUSINESS: ___ CORPORATION ___ PARTNER SHIP ___ SOLE PROP ___ LLC ___ LLP

STATE OF REGISTRATION _____ FEDERAL EIN # _____ STATE REG # _____

LIST - OFFICERS, PARTNERS OR OWNER NAMES & ADDRESSES

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Additional Information:

Does your Business use a Windows based computer in the office? ___ Yes ___ No.
If so, does it have a CD-ROM Installed? ___ Yes ___ No. If you have E-mail or a Web Site please provide
addresses: Email - _____ Web Site _____.

How far is your business from the water, major marina, or boat building facility? (In miles) _____

Is your business located in? ___ Home ___ Business Park or Complex ___ Separate Business Building

Does your Business maintain a Display area: ___ Yes ___ No.
If yes, do you want a small display (no cost to you)? ___ Yes ___ No

Do you operate from more than one location? Yes / No .
If so, please request our form for multiple sites, or get it from our Web site at www.woodfreeman.com.

Non-competitive Products Sold:

Competitive Products Sold:

Geographic Area you cover:

Products

Serviced: _____

Sales: _____

Service: _____

Area Codes: _____

Vessels Serviced: ___ Commercial ___ Work Boats ___ Fishing Vessels ___ Pleasure Craft

Indicate Size from/to _____

Sales _____

Service: _____

Area Codes: _____

Will you provide service for our equipment, for a fee, even if you did not made the original sale?

___ Yes ___ No

Please indicate your approximate your activities in the following areas:

Retail _____, Wholesale _____%, Advertised Discount _____%, Service _____%

We wish to purchase: ___ Pilots Only ___ Parts Only ___ Pilots and Parts

The number of Parts Catalogs we will require is: ___ Printed ___ Windows CD-ROM Compatible

The number of Installation-Service Manuals we will require is: _____

Servicing Personnel:

Areas of Expertise

NAME _____	LICENSES _____	AUTOPILOT INST. & SERV. _____	NMEA CMET. TECH. _____	COMPASS ADJUSTER _____	HYDRAULIC TECH. _____
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If you need additional space please attach an additional sheet with the above information

If you have more than one location that will be ordering: Please list addresses, phone numbers and contact information

Other comments:

A qualified **MAN ON WATCH** is **LEGALLY REQUIRED** whenever vessel is **UNDERWAY**. **WOOD FREEMAN®** Autopilots are **NAVIGATIONAL AIDS** designed (when installed in accordance with instructions furnished), to assist the man on watch to maintain the average course he selects.

These Autopilots and its accessories are **NOT** designed and not approved to replace the man on watch, nor relieve him of the responsibilities required by **the Rules of the Road** for maintaining a good lookout or for continual safe navigation of the vessel.

Activate autopilot only in open waters, well clear of other vessels, obstructions, or local magnetic attractions, and monitor heading at all times.

Close quarters approaches to external "Local Magnetic Attractions" such as, but not limited to, large **iron ore deposits, pipelines, steel vessels, cargoes, bridges or piers, may cause unpredictable deviation** of any magnetic compass, including the compass of the autopilot. Therefore, *the AUTOPILOT MUST NOT BE USED FOR STEERING WHEN SUCH CLOSE QUARTERS EXIST.*

Be prepared to resume manual steering and inactivate autopilot immediately in the event that:

- (a) **Chosen heading is not maintained.**
- (b) **An unscheduled change of heading occurs.** (See Par. VIII (3) of Limited Warranty)
- (c) **Any situation arises wherein continuing set course might put own vessel or other vessels in jeopardy.**

LIMITED WARRANTY

**LIMITED WARRANTY APPLIES TO THESE PRODUCTS OF MMP, INC.
Models: 11E, 15E, 420E, 211, 215, 225, 440, 500, 525 and Geofix-5,
Manufactured on or After March 1st, 2000.**

- I. The Warrantor is MMP, INC, 3033 S Lawrence Street, Tacoma Washington 98409
Tel.: (253) 564-5902 Fax: (253) 565-1811
- II. This Limited Warranty shall extend only to the original purchaser of the equipment.
- III. If the original purchaser of the equipment is a MMP, Inc. approved dealer, then the dealer may transfer the Limited Warranty to his customer by completing a Limited Warranty transfer in full and returning it to the Warrantor, within 10 calendar days of the sale and not more than 90 days from date of original invoice to the dealer.
- IV. This Limited Warranty registration card must be returned to Warrantor at the address indicated above before there will be any Limited Warranty coverage service for the equipment.
- V. This Limited Warranty applies to all equipment manufactured by or bearing the nameplate of MMP, INC., and Warrantor warrants all such equipment to be free from defects in workmanship or material under normal use **and service, provided that all installation instructions and provisions there in have been met.**
- VI. This Limited Warranty is in effect for a period of twelve (12) months from the date the equipment is shipped from the factory.
 - 1) If any part of the equipment proves to be defective in workmanship or material, the Warrantor will examine said equipment after it is returned to Warrantor as hereinafter stated; and
 - 2) If the returned equipment is found by the Warrantor to be defective in workmanship or material, the equipment will be repaired or replace at the above address of Warrantor's place of business without charge, except for transportation charges as herein provided; and there will be no option for the purchaser to receive a refund of the purchase price until after a reasonable number of attempts to remedy the defect have been made by the Warrantor.
 - 3. Only persons expressly authorized in writing by Warrantor shall be permitted to perform Limited Warranty service. **Those persons must complete a Limited Warranty authorization form and receive a Limited Warranty control number, before any Limited Warranty service may begin.**

- VII. 1. If purchaser believes any part of the equipment is defective, he shall return said part within twelve (12) months of the date of purchase to the MMP, Inc. factory at the address herein provided.
2. The purchaser shall pay the expense of transporting the defective equipment to the Warrantor's factory and the expense of returning the repaired or replaced equipment in advance.

- VIII. 1. **There are no warranties, which extend beyond the description on the face hereof.** This Limited Warranty is expressly in lieu of all other warranties, guarantees, obligations or liabilities expressed or implied, by the Warrantor or its representatives. All statutory or implied warranties, other than title, are hereby expressly excluded. This Limited Warranty will not apply where the purchaser or others have misused or abused or failed to normally service the equipment and Warrantor will not be liable for any damages of any kind caused by such misuse, abuse or lack of service.
2. There is no limited Warranty coverage of any kind for defects or damage due to water immersion or salt water spray, except for equipment which is designated as water resistant, and equipment so designated is warranted as set forth in Paragraph VI herein.
3. There is no Limited Warranty and Warrantor shall not be held liable for any damages incurred as a result of malfunction of any part of Warrantor's products if said damages occur during or as a result of the autopilot being left unattended by the operator. Warrantor will not be liable for any damages arising from collisions with other vessels or objects. The autopilot product, including parts thereof, is designed to assist the operator or the man on watch to navigate accurately by maintaining an average course selected by the man on watch. **The Warrantor's product is not designed to, and does not, replace the man on watch.** Due to the potential of a collision with an object in the vessel's path or of an electrical, mechanical, or hydraulic malfunction of the parts of the autopilot or the associated equipment of the vessel, **the energized pilot should never be left unattended when the vessel is moving.**
4. There is no Limited Warranty for Model Nos. 11E, 15E, 420E, 211, 215, 225, or 440 if they are used on hydraulic steering gear or installed or operated without properly set limit switches.
5. There is no Limited Warranty for any product manufactured by MMP, Inc. when it is connected to or controlled by any other device not manufactured by or approved in writing by MMP, Inc.
6. The sole remedy available to the purchaser if there is a defect in material or workmanship of the equipment is as set forth in Paragraph VI.
7. The Warrantor assumes no liability for incidental or consequential damages of any kind.
8. This Limited Warranty DOES NOT provide for any field labor or transportation cost related to a Limited Warranty claim.

- IX. The Purchaser's obligations in the event of defect are to:
1. Prepare a written detailed statement of the defect;
 2. Deliver the written statement to Warrantor's factory at the above indicated address;
 3. Deliver or arrange for the delivery of the equipment to Warrantor's factory; and
 4. Arrange for the return of the equipment from Warrantor to purchaser by either agreeing to pick up the equipment at Warrantor's factory or by depositing with Warrantor sufficient funds to pay to have the equipment delivered to purchaser by means of commercial transportation.

X. Purchaser hereby agrees that he has read the above and understands that the above Limited Warranty sets forth the exclusive Limited Warranty for this equipment.

XI. If Purchaser does not agree with the terms of this Limited Warranty, he may returned the unopened box(s) as shipped from the warrantor's address, at his expenses for a full refund of the invoice amount, within 30 days of the original invoice date.

MMP, INC. 3033 S Lawrence St, Tacoma Washington 98409
M.W. Freeman. President

Tel.: (253) 564-5902
Fax: (253) 565-1811
Email: info@woodfreeman.com

Printed March 1, 2000; revised February 1, 2002 (new address & models added)

You are the original purchaser; you may transfer 1 time limited warranty to your customer by completing a limited warranty transfer form as stated in the limited warranty.

The Limited warranty does not apply for equipment not installed per MMP, Inc. instructions, it is suggested qualified person(s) from your firm check out the installation. If, others are installing the unit, your firm should review the installation and operation instructions with your customer.

The limited warranty does not cover the costs for out of factory labor, travel or extra cost incurred by you or your customer.

Under the Consumer Protection Act, a Limited Warranty must be furnished to your customer in writing before a sale, and in a specified format. We include such a Limited Warranty in our Catalog; a Limited Warranty is furnished with each Pilot, in our owner's manual, Installation and Service manual and on separate sheets enclosed with each parts shipment. This Limited Warranty also furnishes certain warnings that we consider necessary under the Act, not only for our protection but for yours as well.

A copy of this Limited Warranty is printed on page 4 & 5 of this document

Some requests for reimbursement of service expenses not covered by the Limited Warranty indicate that not all customers are being advised of the Limited Warranty provisions at the time of sale. Furthermore, the Limited Warranty transfers, necessary to initiate the Limited Warranty for your customers and complete our records of expediting future service requests, are not being returned.

The terms of the Limited Warranty are one of the conditions that set the price of the product, and our published prices include the published Limited Warranty as a condition of sale.

Dealers who do not acquaint each customer with the MMP, Inc. Limited Warranty terms or who imply that others terms will be in effect, do so entirely are their own expense and risk. However, to be in compliance with the Consumer Protection Act, Dealers must furnish the customer with a written copy of MMP, Inc.'s Limited Warranty, providing the information required under the Act. They must also furnish the customer with a written copy of any additional warranty, if any, which the dealer is assuming, providing the information required under the Act. The dealer must also furnish MMP, Inc. with a copy of such additional warranty but in no case is such warranty binding on MMP, Inc.

General Notices:

Discount Selling: Under the law, MMP, Inc cannot specify how much you charge for our products, except that you must not sell our products for less than the amount we charge you.

Direct Sales: MMP, Inc DOES sell to non-dealers at MSRP, FOB Tacoma, WA.

Dishonored Payments: If for any reason MMP, Inc. receives a dishonored payment, your payment method will revert to Cashiers Check, Approved Credit Card or Wire Transfer only. It is your responsibility to notify MMP, Inc. immediately upon notice of a dishonored payment to make arrangement for re-imbursement. A service fee may be applied at the MMP, Inc. sole discretion..

Refused Shipment: If a dealer refuses a COD shipment, without prior written approval, the Dealer’s account will revert to a pre-payment basis only. (Approved Credit Card, Wire Transfer or mailed Check)

Drop Shipments: Drop shipments to a Dealers customer may only be done on Pre-paid bais. (Approved Credit Card, Wire Transfer or Pre-approved Open Accounts)

Insurance: Terms of shipments are FOB (freight on board) Tacoma Washington. Once MMP, Inc. turns a shipment over to a common carrier; the product is the Dealers responsibility. Carriers require a declared value and extra fee for values over \$100.00us to have any coverage. MMP, Inc. will place the invoice amount as the declared value on all shipments, unless notified in writing by the Dealer to the contrary. The shipper’s additional charges will be added to the Dealers invoice amount.

Notice of Discount and Terms: Applicants approved for Dealer Status will be notified in writing of initial:

- Payment terms and conditions.
- Discount structure
- A duly signed copy of this agreement.

In WITNESS WHEREOF, this agreement has been executed as of the date first written below.

MMP, Inc.
M.W. Freeman

By: _____ Dated: _____
President, MMP, Inc.

IMPORTANT: Signature Required to Process Application

Company: _____

By: _____ Dated: _____
Owner or officer of company

Name printed: _____

Title: _____

MMP, Inc.'s standard method of payment is: Pre-paid Cashiers check, Major Credit Card or Wire Transfer.

The following credit references information is required for COD, Cashiers Check only or Pre-paid status.

CREDIT REFERENCES: (Place address on second line)

	Company	Contact	Phone #	Fax #	Years doing business	Account #
(1)	_____	_____	_____	_____	_____	_____
(2)	_____	_____	_____	_____	_____	_____
(3)	_____	_____	_____	_____	_____	_____

The following information is required for COD, Company Check acceptable or Pre-paid options.

BANKING INFORMATION: (include address on second line.)

Bank Name	Branch	Contact	Phone	Fax	Acct Number

Address _____

Open Account Status is generally not an option until such time has passed to establish a history of payments and sales volume. You may apply for Open Account now or some time in the future (generally after 1 year of history. Should you desire to apply for open account, please provide the following typed information on a separate sheet(s) of paper:

Current Balance sheet & income statement audited by a licensed CPA, Number of Employees and their title(s). This information will be held in the strictest confidence and will not be disclosed to any one other than those in MMP, Inc who review the information. You will be asked to update the information from time to time (not less than one year.)

IMPORTANT – SIGNATURE REQUIRED TO PROCESS APPLICATION FOR COMPANY CHECK OR CREDIT

The company or individual below has applied for credit with MMP, Inc of Tacoma Washington. By their signature, they are releasing and authorizing you to provide the following Business related financial information in regards to your dealing with them Verification of account number, years doing business, High sales last 12 months, low sales last 12 months, payment terms, payment history, type of product purchased. Banks are authorized to verify account information and provide average balance range of account and number of dishonored checks of record, along with verification of any listed information contained in attached financial statements. **This authorization is valid for 1 year (12 months) from the first date written below.**

COMPANY: _____

By: _____ Name: _____ Date: _____

Signature – owner or officer of company Printed Name
