

# RUAG Ammotec USA, Inc. Terms of Sale

This Terms of Sale Agreement (the "Agreement") constitutes a binding legal contract between you and RUAG Ammotec USA, Inc. ("RUAG USA"). By ordering the products on the reverse side of this Agreement, the customer ("Buyer") signifies acceptance of this Agreement. The sale of products on the reverse side of this Agreement is expressly made conditional on your assent as the customer to the terms and conditions of this Agreement.

**1. Prices and Terms of Payment.** Unless otherwise specified by RUAG USA in writing, prices and terms of payment shall be those set forth below. RUAG USA reserves the right to change or withdraw prices for the Products it offers for sale without prior notice. Partial shipments or performance made within this period will not obligate RUAG USA to make further shipments or performance at these prices after the expiration of the 30-day period. Checks returned for any reason will be subject to a \$45.00 return fee. Shipments will be held until all funds are received. Prices are payable in United States dollars unless otherwise specified. Unless otherwise specified by RUAG USA in writing, all taxes and other charges imposed by federal, state, local, or foreign governments on the manufacture, sale, shipment, import, export, or use of the Products shall be added to the price and billed to and paid by Buyer. Buyer shall defend, indemnify, and hold harmless RUAG USA from and against all liabilities for such taxes or charges and attorneys' fees or costs incurred by RUAG USA in connection therewith.

**2. Available Account Terms.** VISA, MasterCard, American Express, Discover Network, Company Checks, Certified or Cashier's Checks, Wire Transfer and Net 30 day Credit Terms are acceptable methods of payments and subject to restrictions. All prices are F.O.B. Shreveport, LA, USA, and are subject to change without notice. The Buyer will be responsible for all Wire Transfer Fees assessed by the Buyer's or Seller's bank. Shipment of goods will be held until all funds are received. **No C.O.D.'s**

**3. Acceptance.** Any estimate or proposal is subject to change or cancellation by RUAG USA at any time without notice, and, in any event, expires 14-Days from its date, unless otherwise indicated therein or extended in writing by RUAG USA. Any estimate and/or proposal does not constitute an offer by RUAG USA, and any order or orders placed thereon are not binding on RUAG USA until RUAG USA's acceptance in writing has been sent to Buyer. The banking, negotiation, endorsement, or other use of Buyer's down payment, if any, shall not constitute acceptance by RUAG USA.

**4. New Accounts.** Credit Terms may be awarded by submitting a completed Credit Application and demonstration of positive credit standing. All Credit Applications must be accompanied by a written Purchase Order indicating the amount of credit being sought. Processing of credit requests will begin only after all forms are received and may take up to two (2) weeks to complete. Average approval time is 72 hours. RUAG USA reserves the right to deny Credit Terms to any applicant for any reason including but not limited to: unsatisfactory credit standing or incomplete application.

**5. Open Accounts.** Buyers with an approved credit will be extended NET 30 DAY Terms. Accounts more than 7 days past due will be put on "credit hold" until their account is current. Future shipments will be postponed until credit hold is lifted. Past due amounts may be charged late payment service charges of one and one-half (1.5%) percent per month, which is an annual rate of eighteen (18%) percent. Accounts past due 45+ days may be sent to collections. The Buyer will then be held responsible for all collection fees/court fees.

**6. Taxes and Duties.** Buyer shall pay, in addition to the purchase price of any product, amounts equal to any tariff, excise duties and/or sales and use tax or any tax in lieu thereof imposed by any government or governmental agency with respect to the sale of such product(s).

**7. Tax Exemption.** Sales tax must be charged on all orders with a location listed in Florida. Buyers having a current Florida Resale Form on file with RUAG USA will be exempt from sales tax. Buyers are requested to send in a completed Exemption Certificate prior to sale. Failure to do so will result in sales taxes being collected. Sales tax cannot be refunded after the sale has been completed.

**8. Disclaimer of Warranties.** BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF RUAG USA. BUYER ACKNOWLEDGES BY BUYER'S USE OF RUAG USA'S PRODUCTS THAT BUYER'S USE OF THE PRODUCTS AND ANY RELIANCE UPON THEM IS AT BUYER'S SOLE RISK, AND THAT BUYER ASSUMES FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT USED IN CONNECTION WITH RUAG USA'S PRODUCTS. RUAG USA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES SO THESE LIMITATIONS MAY NOT APPLY TO BUYER. THE WARRANTIES SET FORTH HEREIN GIVE BUYER SPECIFIC LEGAL RIGHTS AND BUYER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. IF AN ITEM HAS BEEN PURCHASED FOR CONSUMER USE AS DEFINED BY 15 U.S.C. § 2301, ANY IMPLIED WARRANTY OR WARRANTIES SHALL EXPIRE ON EXPIRATION OF ANY EXPRESS WARRANTY.

**9. Waiver and Limitation of Liability.** RUAG USA HAS PRICED ITS PRODUCTS UPON THE UNDERSTANDING, AND BUYER HEREBY ACKNOWLEDGES THE UNDERSTANDING, THAT RUAG USA WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY FORM OF CONSEQUENTIAL, INCIDENTAL, STATUTORY, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OF WHATEVER KIND OR TYPE ARISING FROM ANY TYPE OF COMMERCIAL, BUSINESS, ENVIRONMENTAL, TORT, WARRANTY, CONTRACT, STRICT LIABILITY OR OTHER CAUSES ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY PRODUCT AND/OR ITS USE, EXCEPT CONSEQUENTIAL DAMAGES FOR ANY INJURY TO A PERSON IN THE CASE OF PRODUCTS PURCHASED FOR CONSUMER USE AS DEFINED BY 15 U.S.C. § 2301. NOTHING IN THIS AGREEMENT AFFECTS BUYER'S STATUTORY RIGHTS AS A CONSUMER.

BUYER AGREES NOT TO JOIN IN ANY LAWSUIT WITH ANOTHER PERSON OR SERVE AS A CLASS REPRESENTATIVE OF ANY CLASS ACTION LAWSUIT AGAINST RUAG USA ARISING

OUT OF BUYER'S PURCHASE OR USE OF PRODUCTS PURCHASED, ORDERED AND/OR SUPPLIED BY RUAG USA.

**10. Indemnification.** BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD COMPLETELY HARMLESS RUAG USA FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO BUYER'S USE OF ANY ITEMS PURCHASED, ORDERED AND/OR SUPPLIED BY RUAG USA.

**11. Limited Return Policy.** Returns of merchandise, with the exception of damaged or defective merchandise, covered in Sections 12 and 13 below, and unless otherwise agreed in writing, shall not be permitted under any circumstances due to the unknown post-sale treatment and terms of storage.

**12. RUAG USA Limited Warranty.** RUAG USA warrants the merchandise that it manufactures against defects in material or workmanship for a period of one (1) year from date of purchase unless otherwise stated. RUAG USA's warranty is limited to the replacement or repair of the defective item at no charge if determined by RUAG USA that such item is defective. RUAG USA shall have the sole right to determine if a product is defective. Defective items must be shipped back to RUAG USA prepaid. RUAG USA is responsible for, and will reimburse Buyer for any/all shipping charges for items deemed defective. The foregoing remedy is Buyer's only remedy for breach of this limited warranty. This warranty shall not apply to any item subject to misuse including static discharge, failure by Buyer to follow instructions, product modification, ordinary wear and tear, damages incurred during transport, negligent, improper operation or which have been installed or altered during use and are not capable of being tested or resold. Modification or attempted modification to any product by anyone other than RUAG USA without the prior written permission of RUAG USA will void this limited warranty. RUAG USA's liability shall be limited to the repair or replacement of defective products in accordance with the RUAG USA limited warranty. RUAG USA shall not be liable for any incidental, special or consequential damages for breach of any warranty, expressed or implied, directly or indirectly arising out of RUAG USA's sale of merchandise, including any failure to deliver any merchandise, or arising out of Buyer's use, whether proper or improper, of the product, separately or in combination with other equipment, or from any other cause. RUAG USA shall not be held liable for indirect, special or consequential damages due to Acts of Nature, civil unrest, terrorism, theft, negligence, or unauthorized alteration or modification by others.

**13. Changes.** RUAG USA reserves the right to make reasonable changes to their products, with or without notification to Buyer. RUAG USA is only obligated to inform Buyer of differences if such changes affect delivery or price of an existing order. RUAG USA reserves the right to amend these Terms and Conditions at any time.

**14. Inspection of Products Damage or Shortage Claim.** Products shall be inspected and signed by Buyer upon delivery. Notice of rejection or claim for shortages, damaged Products, or other nonconformity must be reported by Buyer to Ruag USA in writing **within 10 days** of receipt of shipment. In case of concealed damage or loss, retain all packing material for inspection by the carrier. Any damage, loss, shortage to other discrepancy with your request order must be reported immediately. Ruag USA will not be responsible for damaged parcels which are not inspected by the carrier. All sales are F.O.B. from Shreveport, LA, USA.

**15. Force Majeure.** RUAG USA shall not be held liable for any failure in performance to the extent caused by an Act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, civil disturbance, terrorism, Government Act or regulation, fire, flood, explosion, production delays, accident, theft, climatic conditions, shortage of material, strike, lockout or trade dispute (whether RUAG USA's or another party's employees), third party supplier's actions, or other cause beyond RUAG USA's reasonable control. The period of the contract shall be correspondingly extended by the period of such delay, if deliveries are suspended for six months or more, RUAG USA may at its option, by written notice to Buyer, without liability or penalty and without relieving Buyer of its obligation to pay for any Products which have been delivered, cancel the contract with respect to any undelivered Products.

**16. Governing Law and Venue.** This Agreement, the entire relationship between Buyer and RUAG USA, and any litigation or other legal proceeding between Buyer and RUAG USA (whether grounded in tort, contract, law or equity) shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its choice of law rules. This contract is fully performable in Hillsborough County, Florida. Any lawsuits or other proceedings arising out of any sales represented by this invoice shall be brought in a forum of competent jurisdiction in Hillsborough County, Florida.

**17. Buyer Responsibility.** Buyer is responsible for complying with all local laws, rules, regulations and ordinances relating to the use and ownership of the items purchased. It is Buyer's responsibility to fully understand how to safely use the products you purchase. Read and follow any and all instructions and heed all warnings accompanying the purchased items. If in reviewing the instructions and/or warnings provided Buyer does not understand how to safely operate the items, Buyer should seek professional instruction and/or immediately contact RUAG USA. Buyer is also responsible for complying with all of RUAG USA's policies relating to sales of ammunition and other items.

**18. Waiver.** No delay, neglect or forbearance on RUAG USA's part in enforcing any provision of this Agreement will be deemed a waiver or in any way prejudice any of RUAG USA's rights.

**19. Severance.** If any provision of this Agreement is (for any reason), held to be unenforceable, illegal or invalid in some other way, the unenforceable, illegal or invalid provision will not affect the remainder of this Agreement, which will continue in full force and effect.

**20. No Oral Modification.** No addition to, or modification of, any provision of this Agreement will be binding on us unless made in writing and signed by a duly authorized representative of RUAG USA. A "writing" includes email.

**21. Entire Agreement.** The Terms of this Agreement, including the order on the reverse side of this Agreement, contain the entire agreement and understanding relating to the subject matter of Buyer's order. They supersede any earlier agreements, understandings or arrangements (whether oral and written) relating to that subject matter. Buyer acknowledges that Buyer is not placing an order on the basis of any statement, representation, warranty or other provision except those expressly contained or referred to in this Agreement.