



TERMS AND CONDITION OF SALE

DEALER AGREEMENT - 2024 v1

This Dealer Agreement (“Agreement”) is entered into and effective as of _____ by and among FFL Shield, LLC dba Global Defense, a Limited Liability Company having its principal place of business at 1753B N. Powerline Rd., Pompano Beach FL 33069 (GD), and _____ (Dealer) having its principal place of business located at _____.

RECITALS

A. GD, is in the business of the distribution of Firearms, Ammunition, Accessories and other Shooting Sport Products ("the Shooting Sport Products") in the United States, including the owner of all rights to the distribution of the Shooting Sport Products referred to herein;

B. Dealer desires to become authorized by GD to market and sell the Shooting Sport Products as an authorized dealer, and to perform certain additional customer service related services only as specified by GD and upon the terms and conditions set forth or referenced in this Agreement; and

C. GD and Dealer agree that the terms and conditions of this Agreement shall govern their relationship, and that all of Dealer’s purchase orders for Shooting Sport Products shall be subject to and consistent with the terms and conditions of this Agreement;

AGREEMENT

1. Product Orders

1.1 GD agrees to sell, and Dealer agrees to purchase Shooting Sport Products available from GD in such quantities and at such times as may be specified by Dealer in written or pre-approved electronic purchase orders presented to GD or a supplier designated by GD, subject to applicable law, approval and acceptance in writing by GD or the designated supplier of each purchase order and the availability of such Shooting Sports Products. The terms and conditions of this Agreement shall be controlling and shall prevail over any other terms and conditions in any other purchase order or form.

1.2 Non-cancellation of Product Orders. No orders for Shooting Sport Products, which orders have been received by GD or its Designated Supplier, may be cancelled or modified by Dealer without the prior written consent (email, letter or fax) of GD or its Designated Supplier, respectively. Change orders will not be accepted if the order has been shipped. Refusal to accept and/or pay for orders will result in both a fee for GD's restocking and marketing of unclaimed/ paid orders in the amount equal to 20% of the value of the order, plus any direct and indirect damages suffered by GD.

1.3 Product Changes. GD shall have the right, at any time, with or without notice to Dealer, to make changes to the Shooting Sport Products, or its packaging, and to discontinue or introduce new packaging and/or pricing for the Shooting Sport Products.

2. Pricing

2.1 Product Pricing. Dealer agrees to adhere to pricing guidelines that are outlined in the Dealer Pricing List for all Shooting Sport Products sold to Dealer under this agreement.

2.2 Pricing Changes. GD shall have the right, in GD's sole discretion, to change the Dealer prices for Shooting Sport Products from time to time for new orders depending on market

2.3 Map Policy. GD, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by our MAP policy at a price lower than the MAP.

3. Product Returns

3.1 Product Returns to GD. Shooting Sport Products that qualify for return or replacement under the terms of this Agreement must be returned by Dealer to GD after receipt of authorization from GD.

3.2 Product Returns. Dealer agrees to take reasonable care in preparing returns for shipment. Improperly packaged material, or material damaged during shipment, will be accepted at the discretion of GD may reject any material damaged during shipment or because of improper packaging prior to shipment. GD reserves the right to unilaterally change these product return policies with reasonable prior notice to Dealer.

3.3 All Returns must have an RMA #, which is assigned by GD. Please contact our office via email or phone with your contact information, reason for your return and the original order number. We will review the information and, if approved, will provide an RMA #. This number must be written on the

outside of the package. GD reserves the right to refuse any return without the RMA # clearly marked on the outside of the package.

3.4 Shooting Sport Products may be returned for the following reasons within 30 days of delivery without penalty: Damaged or defective goods, incorrect product, quantities in excess of order.

4. Dealer's Responsibilities

4.1 Business Standards. Dealer shall maintain ethical business standards and avoid and refrain from being involved in any activities which may in any manner disparage GD's name, any Marks of GD, or the Shooting Sport Products. Further, in the conduct of its business, Dealer will at all times comply with all applicable federal, state and local laws, rules, and regulations and maintain required licensing to receive and sell the Shooting Sports Products.

4.2 Dealer will do nothing that would tend to discredit, reflect adversely upon, or in any way injure the reputation of GD or its Shooting Sport Products, or engage in any unfair marketing practices or any activity which would undermine GD's business practices in any way. 4.2 Compliance with Safety Requirements. Dealer agrees to comply with, and operate consistently with, all applicable laws, ordinances, and regulations regarding the safe handling of munitions.

5. Indemnity

5.1 Dealer agrees to indemnify, defend and hold harmless GD and its employees, representatives, and agents, from and against any and all expenses, damages, costs, liabilities, settlements, and judgments, including reasonable attorneys' fees and litigation expenses, arising from or related to any claims, demands or proceedings initiated by any third party due to or arising out of Dealer's acts or omissions, including claims arising out of Dealer's breach of a warranty that Dealer makes in this Agreement.

6. Payment Terms

6.1 Non-Sufficient Funds Fees. GD shall have no liability for non-sufficient funds fees that may be assessed by Dealer's bank, and, further, GD may assess a fee in an amount equivalent to any fee charged to GD in the event a payment by Dealer is rejected for non-sufficient funds.

6.2 If Dealer fails to pay the invoice in full by the end of the payment terms, the Dealer will have 5 days to Pay the invoice in full, if not paid in full the outstanding balance will be sent to an outside collection agency.

6.3 Payment will be due prior to shipment unless expressly agreed to in a signed Purchase Order between the Parties.

7. Miscellaneous

7.1 Placement and Terms and Conditions of Orders. Orders placed by Dealer for Shooting Sports Products from GD during the term of this Agreement shall be governed in accordance with the terms of this Agreement. Such Orders are assumed to be issued in furtherance of this Agreement unless they expressly state otherwise. Conflicts between the terms of this Agreement and an Order shall be governed in accordance with this Agreement unless the parties expressly state otherwise in an Order signed by both Parties.

7.2 Warranties. All Shooting Sports Products delivered under an Order are warranted for 1 year from the date of delivery against defects in material and workmanship. The exclusive remedy is, at GD discretion, repair, replacement, refund, or credit. **THERE ARE NO OTHER WARRANTIES OR ASSOCIATED REMEDIES OF ANY KIND, TO INCLUDE WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

7.3 Governing Law. This Agreement will be governed under the laws of the State of Florida, United States, excluding its choice of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

7.4 Disputes. In the event of a dispute between the parties under or related to this Agreement, the parties shall first attempt to resolve the dispute through good-faith negotiations. Failing which, a dispute may be resolved in a court of competent jurisdiction within the state of Florida.

7.5 Invalidity. In the event any portion of this Agreement is determined invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in effect.

7.6 Waiver. Neither Party shall be deemed to have waived any provision of this Agreement due to non-enforcement of any provision on one or more occasions.

7.7 Limitation of Liability. **NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, EXCEPT FOR LIABILITY ARISING FROM PERSONAL INJURY, DEATH, INTENTIONAL MISCONDUCT, BREACHES OF SECTION 4.1 OF THIS AGREEMENT, OR FOR THIRD PARTY CLAIMS COVERED UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY REASON UNDER OR RELATED TO THIS AGREEMENT FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON RELATED TO THIS AGREEMENT OR ORDER PLACED IN FURTHERANCE OF THIS AGREEMENT.**

7.8 Construction. This Agreement will be interpreted as if drafted jointly by the Parties. Titles and Headings are for administrative and organizational purposes only and shall not have any substantive meaning or effect.

7.9 Complete Agreement /Modifications. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. No prior verbal or written agreements, or course of dealing, shall have any meaning or effect on the terms of this Agreement.

7.10 Term and Termination. This Agreement shall remain in effect for one year from the date last signed by both Parties. This Agreement shall automatically renew for successive periods of six months if not canceled within 60 days of the end of each term.

7.10.1 Termination for Default. Either Party may terminate this Agreement or Order in the event the other party breaches a material term of this Agreement or an Order placed in furtherance of this Agreement and fails to cure the breach within 30 days of receiving written notice from the other Party.

7.10.2 Termination for Convenience. GD may, at its sole discretion, terminate this Agreement without any penalty if Dealer fails to purchase any Shooting Sports Products within the preceding 12 months.

BUSINESS INFORMATION		
<i>Shipping Address:</i>		
<i>City:</i>	<i>State:</i>	<i>Zip:</i>
<i>Billing Address:</i>		
<i>City:</i>	<i>State:</i>	<i>Zip:</i>
<i>Federal Tax ID#:</i>		
<i>FFL#:</i>		
Point of Contact 1		
<i>Name:</i>	<i>Position:</i>	
<i>Phone:</i>	<i>Ext:</i>	<i>Email:</i>
Point of Contact 2		
<i>Name:</i>	<i>Position:</i>	
<i>Phone:</i>	<i>Ext:</i>	<i>Email:</i>
Point of Contact 3		
<i>Name:</i>	<i>Position:</i>	
<i>Phone:</i>	<i>Ext:</i>	<i>Email:</i>

BUSINESS REFERENCES		
Company Name:		Contact Name:
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Company Name:		Contact Name:
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:
Company Name:		Contact Name:
Address:		
City:	State:	Zip:
Phone:	Fax:	Email:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.
 FFL SHIELD, LLC DBA GLOBAL DEFENSE, a FLORIDA Limited Liability Company

Contact Us

Call: 954-532-7621

Email: jyoung@globaldefense.us

Dealer Signature: _____, Date _____

Title: _____

Signed By: *JY*

Jordan Young, CEO Global Defense

