Commercial Retailer and Reseller Terms and Conditions:

Authorization and acceptance. By signing this Purchase Order or submitting it to SIG SAUER, Inc. ("SIG SAUER"), the dealer identified above ("Reseller") places an order for the products listed in the attached order schedule or other ordering document accepted by SIG SAUER. Reseller agrees that this Purchase Order and the terms below govern the order. SIG SAUER may accept or reject the order in whole or in part. No order is binding on SIG SAUER until SIG SAUER accepts it in writing or ships the products.

1. Authorized Retail Sales. Reseller may sell SIG SAUER products only through lawful retail channels. Unless SIG SAUER gives prior written approval, Reseller may not sell, directly or indirectly, to law-enforcement agencies, military customers, government agencies, international customers, distributors, sub-distributors, wholesalers, brokers, or other resellers.

2. Dealer Qualifications and Legal Compliance. Reseller represents and warrants that it is qualified and properly licensed to purchase and sell the products. Reseller will maintain all licenses, registrations, permits, records, and approvals required by federal, state, and local law. Reseller and its personnel will comply with all laws and regulations governing the sale, transfer, storage, advertising, and handling of firearms and related products.

3. Orders, Pricing, Taxes, and Payment. Product availability, pricing, discounts, credit terms, and payment terms are subject to SIG SAUER's written confirmation, invoice, or then-current dealer terms. Reseller is responsible for all applicable sales, use, excise, and similar taxes, except taxes imposed on SIG SAUER's net income. Reseller may not deduct, offset, or withhold amounts unless required by law or approved by SIG SAUER in writing.

4. Shipping; Risk of Loss; Title. Domestic U.S. shipments are FOB Origin under the Uniform Commercial Code. International shipments, if separately approved in writing, are CPT under the applicable Incoterms rule stated in SIG SAUER's order confirmation. Risk of loss passes as provided by the applicable shipping term. Title passes to Reseller when the products are loaded onto the first carrier. If the shipping term conflicts with this title provision, this title provision controls. Partial shipments are permitted. Freight will be prepaid only when the shipment meets SIG SAUER's applicable requirements; otherwise, freight and related charges may be invoiced to Reseller.

5. Inspection; Returns; RMA. Reseller must inspect each shipment promptly and notify SIG SAUER of any visible shortage, shipping damage, or incorrect product within the period stated in SIG SAUER's invoice or dealer policies. No product may be returned without a Return Merchandise Authorization ("RMA") issued by SIG SAUER. Authorized returns are subject to a 15% restocking fee. Unauthorized returns are subject to a 25% restocking fee and may be refused. Reseller must follow the RMA instructions in Appendix I, if attached.

6. No Sub-Distribution or Unauthorized Drop-Shipping. Products are supplied for Reseller's lawful retail sales only. Sub-distribution is prohibited. Reseller may not drop-ship products without SIG SAUER's prior written approval. Any approved drop-shipment may be made only to a dealer on a list previously approved by SIG SAUER, with complete contact information and all names under which that dealer does business.

7. Minimum Advertised Price Policy. SIG SAUER's Minimum Advertised Price ("MAP") Policy, if provided, is supplied for reference only and is not part of this Purchase Order or an agreement on resale prices. Reseller's signature confirms only that Reseller received the MAP Policy. It does not mean that Reseller accepts the policy or has agreed with SIG SAUER or any other reseller on resale prices.

8. Trademarks and Marketing. During the business relationship, SIG SAUER grants Reseller a limited, non-exclusive, non-transferable, revocable license to use SIG SAUER names and trademarks solely to advertise and sell genuine SIG SAUER products. Reseller must use only current artwork supplied or approved by SIG SAUER and must include the proper ® or ™ symbol. Reseller will stop any use upon SIG SAUER's written request and when the relationship ends. Reseller will not register or claim rights in SIG SAUER intellectual property, use it in a domain name or social-media identifier without written approval, or publish advertising that SIG SAUER reasonably determines harms its trademarks, name, goodwill, reputation, products, or services. All goodwill from authorized use belongs solely to SIG SAUER.

9. Firearms Sales and Transfers. Reseller and its employees must know and follow all applicable requirements for firearm sales and transfers, including required background-check, eligibility, waiting-period, recordkeeping, reporting, secure-storage, and transfer procedures. Reseller will cooperate with lawful requests from federal, state, and local authorities. Reseller must promptly notify SIG SAUER and the appropriate law-enforcement authority of suspected, attempted, or actual unlawful activity involving SIG SAUER products. Questions about a transaction should be directed to the Bureau of Alcohol, Tobacco, Firearms and Explosives and the appropriate state or local authority.

10. Instruction Manuals and Locking Devices. Reseller may not sell a SIG SAUER firearm or other product without any instruction manual or locking device originally supplied with it when that material or device is required by law or was included for safe use or

storage. This requirement applies to new and used products. If an included manual or locking device is missing, Reseller must obtain a replacement from SIG SAUER before sale.

11. Export Controls. Reseller may not export, re-export, transfer, or facilitate the export of any SIG SAUER product outside the United States, directly or indirectly, without SIG SAUER's prior written consent and all required government authorizations.

12. Ethical Conduct. Reseller will market and sell the products honestly and professionally and will not engage in unfair, misleading, fraudulent, or deceptive practices concerning SIG SAUER, its products, or its business practices.

13. Product Warranty. SIG SAUER products are covered only by SIG SAUER's applicable written limited product warranty. The remedies stated in that warranty are Reseller's and its customers' sole and exclusive remedies for a product defect or failure in design, materials, or workmanship. Reseller may not make any additional warranty, representation, or guarantee on SIG SAUER's behalf. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIG SAUER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SIG SAUER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO A PRODUCT OR THIS PURCHASE ORDER WILL NOT EXCEED THE AMOUNT RESELLER PAID SIG SAUER FOR THE PRODUCT GIVING RISE TO THE CLAIM. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, BAD FAITH, OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE, PROFITS, CONTRACTS, SAVINGS, BUSINESS, OPPORTUNITY, MARKET SHARE, GOODWILL, OR REPUTATION, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

15. Indemnification. Reseller will defend, indemnify, and hold harmless SIG SAUER and its affiliates, and their officers, directors, employees, agents, representatives, contractors, successors, and assigns, from claims, liabilities, losses, damages, judgments, penalties, costs, and reasonable attorneys' fees arising out of or relating to: (a) Reseller's breach of this Purchase Order; (b) Reseller's or its personnel's acts or omissions; (c) the unlawful or unauthorized sale, transfer, advertising, storage, handling, or export of products; or (d) any warranty or representation made by Reseller beyond SIG SAUER's written warranty. SIG SAUER will promptly notify Reseller of a covered claim and reasonably cooperate in the defense. Reseller may not settle a claim in a way that admits fault by SIG SAUER or imposes obligations on SIG SAUER without SIG SAUER's written consent.

16. Cancellation; Suspension; Termination. SIG SAUER may suspend shipments, cancel an unshipped order, or terminate the dealer relationship upon written notice if Reseller fails to pay amounts when due, loses a required license, violates applicable law, breaches these terms, creates a material safety or reputational risk, or becomes insolvent. Reseller may not cancel an accepted order without SIG SAUER's written approval. Cancellation may be subject to reasonable charges for completed work, committed materials, special-order products, freight, and other nonrecoverable costs.

17. Governing Law; Dispute Resolution; Collection Costs. New Hampshire law governs this Purchase Order, without regard to conflict-of-law rules. A party asserting a dispute must provide written notice describing the dispute. The parties will negotiate in good faith for 30 days after notice. If the dispute is not resolved, either party may bring suit in a state or federal court located in New Hampshire, and each party consents to that court's jurisdiction. The prevailing party in an action to enforce this Purchase Order may recover its reasonable attorneys' fees and costs. Reseller will also pay reasonable collection costs, including attorneys' fees, incurred to collect overdue amounts.

18. General Terms. This Purchase Order, SIG SAUER's written acceptance or order confirmation, the applicable invoice, any attached product schedule, and any document expressly incorporated by reference form the entire agreement for the order and replace prior discussions about that order. If terms conflict, SIG SAUER's written acceptance or order confirmation controls, followed by these terms, the invoice, and then Reseller's purchase-order terms. Any additional or different terms supplied by Reseller are rejected unless SIG SAUER expressly agrees to them in a writing signed by an authorized representative. Amendments and waivers must be in writing. Reseller may not assign this Purchase Order without SIG SAUER's written consent. If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions will continue. Sections that by their nature should survive will survive, including payment, intellectual property, warranty disclaimers, liability limits, indemnification, and dispute terms. Electronic signatures and counterparts are effective as originals.

Amendment Record

Date	Rev	Details	Name
11.6.26	00	Initial release	Barrett

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Amendment Record

Date	Rev	Details	Name
11.6.26	00	Initial release	Barrett