



Dealer Application

Company Name: _____ **Date Established:** _____

Business Type: Corporation Sole Proprietorship Partnership Franchise

Store Type: Paintball Store (# of stores: _____) Paintball Field (# of locations: _____)
 (Check all that apply)

Sporting Goods (# of stores: _____) Law Enforcement / Military

Website (Web Address: _____)

Other (Please Describe): _____

<u>Billing Address</u>		<u>Shipping Address</u>	
Company Name	_____	Company Name	_____
d.b.a.	_____	d.b.a.	_____
Address 1	_____	Address 1	_____
Address 2	_____	Address 2	_____
City, State, Zip	_____	City, State, Zip	_____
Phone	_____	Phone	_____
Fax	_____	Fax	_____
Email	_____	Email	_____

***(Please attach additional addresses for each store and/or field location)**

Business Owner's Information:

Owner's Name: _____ Email _____

Home Address: _____

City, State, Zip _____ Home Phone #: _____

Cell Phone #: _____ Fax #: _____

Purchasing Contact: _____ Phone #: _____

Finance Contact: _____ Phone#: _____

Internal Use Only SPI _____ TI _____ CC _____ DIS _____

Dealer Locator:

We offer a Dealer Locator page on our website; upon reaching \$5,000 in purchases (per year) your account will become eligible to be listed in this section of our website. Please provide your store information as you would like it to appear on the website:

Name of Store: _____ Store Website: _____

Store Address: _____

City, State, Zip _____ Store Phone #: _____

Toll Free Phone #: _____ Email: _____

Bank Information:

Bank Name for Company Checking Account: _____

Bank Address: _____ Phone #: _____

City, State, Zip _____ Fax #: _____

Bank Contact: _____ E-mail: _____

Bank Account Number: _____

Preferred method of payment:

- Credit Card
- C.O.D.
- Net Terms (additional credit application required)

Terms and Conditions of Sale:

The undersigned authorizes and releases all banks, persons, and companies listed on this application to furnish information to facilitate the checking of credit. The undersigned agrees to pay all collection costs, court costs, and legal fees incurred to collect delinquent balances. No terms or conditions different from those stated above will become part of the agreement of sale; the terms may not be altered Also, you agree that all of your purchases from Tippmann Sports, LLC will be governed by the Terms and Conditions of Sale in effect at the time of your order. The current Terms and Conditions of Sale are set forth in Exhibit A to this Dealer Application and Agreement.

Signature of Owner

Signature of Partner (if applicable)

Required Documents:

- Photocopy of your resale license or business license
- Photocopy of your sales tax exemption certificate
- Photocopy of a voided check with your business name
- Photograph of your store front

Please mail or fax both pages of the application and required documents to the following address:

Tippmann Sports, LLC
2955 Adams Center Rd.
Fort Wayne, IN 46803
Fax: 260-441-8504

EXHIBIT A

TERMS AND CONDITIONS OF SALE

1. **Terms and Conditions.** The terms and conditions set forth herein constitute a final, complete and exclusive statement of the terms and conditions of sale and purchase between Tippmann Sports, LLC ("Seller") and the purchaser ("Dealer"). Seller objects to and is not bound by any term or condition on Dealer's purchase order, expression of acceptance, confirmation or any other communication which is different from, inconsistent with, or in addition to Seller's terms and conditions and any such terms and conditions proposed by Dealer are hereby expressly rejected.

2. **Acceptance of Orders.** All orders placed by Dealer are subject to Seller's acceptance. Seller hereby reserves the right to reject any order, in whole or in part, for any reason whatsoever.

3. **Shipments and Deliveries.** Freight terms shall be FOB, Seller's loading dock and Seller shall have the right to designate the carrier for shipment. All risks of loss or damage to products in transit shall be borne by Dealer.

Seller shall have the right to make partial shipments with respect to Dealer's orders, which shipments may be invoiced separately and shall be paid for when due without regard to subsequent shipments. Delay in shipment or delivery of any particular installment shall not relieve Dealer of its obligation to accept the remaining installments. Although Seller shall endeavor to ship accepted orders within a reasonable time, it will not be responsible for any loss or damages for failure to fill orders or delays in shipment or delivery.

In the event of any product shortages, Seller shall have the right to allocate the available supply among its customers on a case by case basis, in a manner deemed equitable by Seller under the particular circumstances. In any event, Seller shall be excused from any failure or delay in performance resulting directly or indirectly from product shortages, inability to obtain raw materials from usual sources of supply, transit failure or delay, labor disputes, governmental orders or restrictions, fire, acts of nature, accident, war, civil disturbances, or any other causes beyond Seller's reasonable control.

4. **Inspection and Acceptance of Products.** Dealer shall inspect any products delivered by Seller within forty-eight (48) hours after delivery of the products to their shipping destination. Dealer shall notify Seller promptly of any claim of inconsistency between the products ordered and the products received and/or any defects in any of the products received. Dealer's failure to promptly notify Seller of any inconsistency between the products ordered and the products shipped and/or defects in any of the products received shall constitute an acknowledgment by Dealer that the products delivered conform to the contract terms and shall constitute an immediate and irrevocable acceptance of the products by the Dealer.

5. **Returns.** No products may be returned for credit or replacement unless Seller provides its prior written authorization. Any such authorized returns shall be shipped by Dealer, FOB, to the destination selected by Seller. Any return must be accompanied by Dealer's original invoice and Seller's return authorization form, and shall be subject to a ten percent (10%) restocking fee.

6. **Payment Terms.** Dealer shall pay Seller on the terms quoted by Seller from time to time. Such terms may include, but shall not be limited to, cash in advance, payment by credit card in advance, or net thirty (30) day terms. If terms are provided and Dealer fails to pay on or before the due date, Dealer agrees to pay interest at a rate equal to the maximum rate allowed under applicable law or two (2) times the prime rate published in the Wall Street Journal's Money Rates Table, whichever is lower.

7. **Taxes.** Any prices quoted to Dealer by Seller are exclusive of federal, state and local taxes. Dealer shall pay all applicable taxes.

8. **Warranty.** Seller provides an express, limited warranty to consumers who purchase its products. Dealer shall maintain copies of Seller's current consumer warranty and provide a copy to potential customers of Seller's products upon request.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO DEALER. Dealer's sole remedy in the event of any defective product is to return the product to Seller for refund or replacement, at Seller's option.

9. **Limitation of Liability.** Seller shall not be liable to Dealer for any incidental, indirect, consequential or special damages in connection with any matters relating directly or indirectly to Dealer's purchases from Seller, or otherwise pertaining to the business relationship between Seller and Dealer, even if Dealer has advised Seller of the possibility of such damages.

10. **Confidentiality.** Dealer shall not disclose and shall otherwise maintain the confidentiality of all pricing information, credit terms and advance product information supplied by Seller.

11. **Representation of Solvency.** Dealer, by placing an order with Seller, shall be deemed to have represented in writing that it is not insolvent as that term is defined in the Uniform Commercial Code.

12. **Attorneys' Fees and Collection Costs.** Seller shall be entitled to recover its reasonable attorneys' and all costs of collection in connection with enforcing its rights under these Terms and Conditions of Sale, including the collection of any amounts due and payable by Dealer to Seller.

13. **Non-Waiver and Severability.** Seller's failure in any one or more instances to insist on the performance of any terms and conditions, or to exercise any right or privilege, shall not be construed as a waiver of any of Seller's rights or privileges. Each of the terms and conditions shall be severable from the others in the event of a determination that any such terms and conditions are unlawful or unenforceable. The remaining terms and conditions shall remain in full force and effect.

14. **Applicable Law.** The relationship between Seller and Dealer, and the construction or interpretation of these terms and conditions, shall be governed and construed in all respects in accordance with the laws of the State of Indiana, without regard to Indiana's conflicts of law rules.

15. **Forum for Disputes and Consent to Jurisdiction.** Any litigation instituted by Dealer against Seller pertaining directly or indirectly to the business relationship between Dealer and Seller shall be filed by Dealer before a court of competent jurisdiction and venue in Allen County, in the State of Indiana. If Seller elects to institute litigation against Dealer in Indiana, Dealer shall be deemed to have consented irrevocably to the personal jurisdiction and venue of the Indiana courts, and service of process may be made upon Dealer as provided by Indiana law.