

## ***AcuSport Retail Dealer Requirements:***

It is our policy to sell at wholesale prices to qualified retail dealers. We do not sell to the general public. Retail dealers that buy from AcuSport Corporation (“AcuSport”) are required, without limitation, to:

- 1) operate during regular business hours of 20 or more per week;
- 2) provide a dedicated retail sales area available to the general public during scheduled business hours;
- 3) stocked inventory that is available for sale;
- 4) acknowledge that its employees have a working knowledge of BATF rules and regulations and
- 5) comply with applicable federal, state and local laws and regulations regarding the sale of firearms and related shooting sports products.

Every AcuSport Retail Dealer, through the execution of the AcuSport Retail Dealer Application, and acceptance of any shipments from AcuSport, agrees to and acknowledges that:

- (i) AcuSport is not, and cannot possibly be, cognizant of every city, county and state restriction on every firearm it sells,
- (ii) AcuSport is not, and cannot possibly be, responsible to advise each retail dealer as to what firearms may or not be prohibited in any given jurisdiction, and
- (iii) the AcuSport Retail Dealer, *and the AcuSport Retail Dealer alone*, is responsible for the compliance and legal resale of all firearms from the dealer’s retail establishment, whether the firearm was purchased from AcuSport or otherwise.

To become an AcuSport Retail Dealer, a dealer must:

- (i) sign and execute the AcuSport Retail Dealer Application, and
- (ii) provide all sales tax exemption forms, whether or not the dealer requests an open account. AcuSport must also receive a current, original Federal Firearms License (“FFL”) from any retailer who intends to purchase firearms for resale. The dealer agrees to and acknowledges that its provision of a current FFL alone does not constitute qualification as an AcuSport Retail Dealer.

In addition, every AcuSport Retail Dealer must keep current all applicable state vendors’ licenses, sales tax exemptions, and any other relevant federal, state or local licenses, permits, etc., to maintain its status as an AcuSport Retail Dealer. AcuSport reserves the right to demand and verify any licenses or permits at AcuSport’s discretion. Further, the retail dealer acknowledges responsibility for notifying AcuSport regarding a change of address, ownership (including any change in business structure), FFL, or state and/or local status as soon as such change becomes effective. All orders are subject to the approval and acceptance of AcuSport, and will only become a binding contract upon final acceptance at any AcuSport location.

By signing and submitting the AcuSport Retail Dealer Application, and by placing orders and accepting shipment of product from AcuSport, the AcuSport Retail Dealer acknowledges that it accepts and further agrees to be bound by and comply with these Terms and Conditions. Pursuant to the aforementioned, as well as federal, state and local law, the retail dealer agrees to assist and cooperate with all federal, state and local law enforcement agencies to identify, arrest, and/or prosecute all individuals who and/or entities that illegally obtain, transfer, sell, or use firearms. AcuSport reserves the right to terminate its business relationship with any retailer that fails to comply with any of the foregoing conditions, at its own discretion and without recourse.