

October 27, 2015

## **Cutting Edge Bullets Terms and Conditions**

The following conditions will apply, irrespective of Buyers Conditions and Policies

- Retail price on Cutting Edge Bullets (CEB), price lists is the Minimum Advertising Price (MAP Pricing) allowable for all CEB dealers.
  - The MAP policy applies to all advertisements of NPI products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer(s).
  - CEB will allow dealers to hold up to three sales or specials per year where a discount on CEB products can be offered. Sales or specials may not last more than one month in duration. CEB must approve the sale. Failure to gain approval or operate outside MAP pricing will result in discontinued shipments of CEB product.
- All shipments are F.O.B. Cutting Edge Bullets, Drifting PA, USA, unless otherwise specified.
- All taxes, currently effective or to be effective, levied by the Federal, State, Governmental Agency, Municipal Legislation, or any taxing authority, upon the articles quoted, shall be added to the price of the buyer.
- Seller makes no warranties, expressed or implied, other than contained herein. Articles supplied hereunder shall be standard quality and tolerances as to dimensions.
- Delivery is contingent upon fires, labor difficulties, accidents, and any other cause beyond our reasonable control.
- Stenographical and clerical errors are subject to correction. The buyer will be invoiced at the respective prices in effect on the dates the articles are shipped, plus applicable taxes as stated herein.
- Telephone and email orders must be acknowledged within 24hrs or we shall not be held liable for the execution of the order.
- Orders cannot be countermanded except with our consent and upon terms that will indemnify us against all loss.
- No goods are to be returned without written consent.



*Lethal by Design, Proven by Performance*

- We shall not be held liable for any loss or damage upon delivery to the first carrier. Any loss or increased costs resulting from a change in quantity, specified deliveries, design or specification will be at the buyer’s expense.
- Claims arising from non-delivery, condition, use or inability to use the articles, or otherwise, shall not be greater than the purchase price. No claims shall be made for special, consequential or coincidental damages. Failure of the buyer to give written notice of claim within (30) days after receipt of any article shall constitute a waiver by buyer of all claims with respect to such article.
- All transactions will be made in US currency.
- All shortages must be reported within (30) days of shipment for reconciliation.

**Special Notes:**

- Initial orders must be of at least \$1,000 with subsequent orders being of at least \$500.
- Payment for the first order must be made before delivery. Subsequent orders can be paid with terms if desired.
- All projectile orders will be shipped via USPS unless otherwise requested by the buyer.
- All ammunition orders will be shipped via UPS unless otherwise requested by the buyer.
- Insurance can be added to each shipment at the request and expense to the buyer.

Company:	Company: Cutting Edge Bullets
Name:	Name: Nicole D Croasmun
Title:	Title: Inside Sales Representative
Signature:	Signature: