

TERMS AND CONDITIONS

The Outdoor Group, LLC and its affiliates ("TOG")

Prices: At TOG's sole discretion, TOG may correct any typographical or other errors in pricing, may reduce or cancel any discounts previously offered to Buyer, and at any time may change its prices.

Terms of sales:

- Net 30 with approved credit, advance payment for those without approved credit
- Unpaid balances are subject to an 18% annualized interest charge or the maximum rate permitted by law, whichever is higher, until paid in full.
- TOG reserves the right to change terms status at any time.
- Buyer must dispute any errors in writing within 30 days after the invoice is received
- TOG reserves the right to apply any payments it receives from Buyer to any outstanding invoices.

Late Charges, Costs of Collection:

- Crossbows and bows are subject to a \$50/unit late charge.
- All products purchased on 9/1 dating, paid after 9/15/2017 will incur a 7.5% late fee on the total balance, or maximum allowed by law.
- Any free products offered on 9/1 terms paid after 9/15/2017 will be charged back to the Buyer.

Good standing: This is defined as a Buyer whose account is kept current with payments.

- To be eligible for free products and promotional goods the Buyer must be in good standing. Based on standing, TOG reserves the right to remove program pricing on all TOG brands and free products and promotional items are subject to cancellation.
- TOG reserves the right to remove any protected territories for Buyers who are not in good standing.

Hold Harmless: Buyer shall to the fullest extent permitted by law, indemnify, defend and hold TOG harmless from and against any and all potential claims, liabilities, demands, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees), which TOG may hereafter incur, become responsible for or payout as a result of death or personal injury (including bodily injury) to any person, destruction or damage to any property, or any violation of applicable law, caused, in whole or in part, by (a) Buyer's breach of these terms and conditions, (b) any negligent or willful acts, errors or omissions by Buyer, its employees, officers, agents or representatives, or (c) any modification or use of TOG products other than in accordance with the intended use and warranty information provided by TOG with its products.

Cancellations & Changes:

- Changes or cancellations to orders must be made at least 30 days prior to schedule ship date.
- Orders cancelled or moved back inside of 30 days to scheduled ship date will receive a 10% total order surcharge.
- TOG will not call Buyer to reconfirm an order prior to shipping.

General Program Guidelines:

- All TOG programs are based on dollars spent; NOT quantities purchased. Estimated quantities for reference purposes only*
- Any program reductions from the original commitment level will receive an adjustment equal to the standard dealer price less the pricing level for all prior products purchased. TOG reserves the right to reduce a Buyer's program(s) at any time for policy violations without prior notification to the Buyer.
- Upon achieving the next program level, TOG will change the pricing to reflect the newly achieved program status. This change will not be retroactive.
- TOG can revoke program status at any time.

Free products & promotional goods: Free products are earned when program commitment quantities are shipped, net of any returns. Returned product may result in a charge back for free product. Free products and promotional goods are available to those Buyers who remain in good standing. Free bows include only standard bows.

VIP & Shop Shooter: VIP & Shop Shooter bow applications must be approved by TOG Territory manager and are subject to TOG approval.

- Buyers who purchase VIP products must be in good standing; when purchasing VIP products, Buyer/customer must pay upfront upon order.

Freight:

- Buyer will be responsible for all freight charges on all orders requested to ship by non-standard delivery (Expedited – overnight, 2nd Day Delivery, etc.)
- If an order is not paid for within the stated terms, Buyer will be charged back for freight charges.
- The freight program applies to lower 48 contiguous states. For all others, if a Buyer qualifies for the freight program freight will be prepaid to the US border.

Returns:

- All returns must be accompanied with an RA number; returns without an RA number will be subject to a penalty fee of 10% of the order value.
- Any return shipment that has incurred damages to the product or its packaging will incur a penalty fee, minimum of 10% of item's value and up to the value of the product, dependent upon the extent of damage.

Refused Shipments:

- Refusal of an authorized shipment improperly where there is no shipping related product damages or errors/shortages will be subject to a 20% restocking fee.
- Repeated refusal to accept shipments may result in at minimum, review and potential removal of protected territory, or termination of the Buyer status of TOG.

Monthly Payment Program:

- Monthly orders will be shipped in increments of 16, which includes one (1) free bow.
- Monthly payment program will include a 2% administrative fee on the total balance of the invoice. The monthly payment program is only offered on initial orders.
- If Buyer does not meet monthly payment requirements within 10 days of the due date, the free bow will be charged back to the Buyer at the actual Buyer's current price level.
- Monthly payments must be made via credit card or ACH. Customer must sign recurring payment authorization prior to first shipment and make the first recurring payment prior to shipment.
- TOG will not contact customer to notify of recurring monthly charge. Monthly payment programs are subject to TOG's standard \$30 non-sufficient funds fee.
- Payments will be made over ten months from the date of shipment. Buyers who do not pay consistently are subject to an additional administrative fee up to 4%.

Prepaid Program:

- Prepaid orders will be shipped in increments of 11 bow orders, which includes one (1) free bow.
- Prepaid program will include a 2% administrative fee on the total balance of the invoice. Prepaid program is only offered on initial orders.
- Payments must be made via credit card or ACH and must be paid in full before each phase of shipment.