



TERMS AND CONDITIONS OF SALE

1. **TERMS AND CONDITIONS.** The sale of products and services (“Product(s)”) by Oryx Trading LLC dba Oryx Arms or by the entity designated on Quotes/Order Confirmations or on the face hereof or attached writing (the “Seller”) to the purchaser named thereon (the “Purchaser”) are exclusively governed by the terms and conditions herein, together with the order specific terms agreed to in writing by the parties relating to Product prices, quantity, specifications, delivery terms and locations (collectively, this “Contract”). Issuance of a purchase order or acceptance of the Products by Purchaser constitutes acceptance of these terms and conditions. Any additional or different terms or modifications to this Contract proposed by Purchaser, whether in a purchase order or otherwise, are expressly rejected by Seller and are not part of this Contract.
2. **RESALE.** Resale Dealer is purchasing for re-sale to consumers purposes only. Dealer agrees to obtain and maintain a state resale (sales tax) number and certificate in the state(s) in which he or she conducts business
3. **NOTIFICATION.** Dealer agrees to promptly notify Oryx Arms, LLC in the event of any revocation of FFL or any other required business license.
4. **COMPLIANCE WITH LAWS.** Dealer shall obtain and maintain all necessary federal, state and municipal business licenses and permits for its retail firearms and/or related accessories business. Dealer agrees to maintain a thorough knowledge of and to fully comply with all current federal, state and local firearms regulations (FFL dealers only).
5. **QUOTATIONS AND PURCHASE ORDERS.** If these terms are delivered with a quotation, such quotation may be declared void by Seller unless accepted by Purchaser within 30 days from the date it was delivered, and such quotations are subject to change upon notice, in which case it supersedes all previous quotations and agreements. All purchase orders submitted by Purchaser with the order specific terms (i.e., Product prices, quantity, product specifications, delivery terms and locations) matching Seller’s quotation will constitute an acceptance, and these terms and conditions of sales will apply exclusively, and no other extra terms or boilerplate of Buyer will apply. All purchase orders are subject to written acceptance and confirmation by Seller.
6. **DELIVERY.** Delivery shall be made EXW (Incoterms 2010) Seller's point of shipment (Houston, Texas) unless otherwise quoted. Purchaser will take title and risk of loss to the Products upon delivery, and expenses will thereafter rest upon Purchaser including without limitation all risks and expenses incurred in the storage and transportation of the Products as well as all insurance, shipping fees, charges, taxes, customs duties and other governmental charges or levies and all other expenses whatsoever thereafter incurred with respect to the Products. Delivery dates are estimated only and are subject to change. Seller may make delivery in installments, each of which may be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due will excuse Seller from making further deliveries. Delay in delivery of any installment will not relieve Purchaser of its obligation to accept remaining installments. Seller will use reasonable efforts to perform and deliver the Products on time, but will not be liable for any expenses or damages incurred as a result of late delivery. Delivered goods can only be used for civilian end use applications.
7. **PRICE.** Payment shall be made in U.S. dollars, as per quoted terms and conditions. Prices do not include sales, use, excise, or similar taxes. All such taxes shall be paid by the Purchaser. Seller shall have the right, among other remedies, including the right of setoff, either to terminate this Contract or to suspend further deliveries under this Contract and/or other agreements with Purchaser in the event Purchaser fails to make any payment when due. Purchaser shall be liable for all expenses related to collection of past due amounts, including attorneys fees. Seller may require full or partial payment in advance of shipment or change credit or payment terms if, in Seller s opinion, the credit or financial condition of Purchaser is, or



is about to become, impaired. If Purchaser requests delayed shipment, Seller may bill for Products when ready for shipment and charge reasonable daily storage fees. Seller retains a security interest in Products, equipment and tooling until payment, and Purchaser will execute any paperwork required by Seller to perfect any such security interest.

- 8. LIMITED WARRANTY.** Seller warrants to Purchaser that as of the date of delivery: (a) the Products will be free from defects in workmanship and material, and will conform to Sellers specifications and statements of work, or those specifications provided by Purchaser and agreed to by Seller in writing; and (b) Seller will transfer to Purchaser ownership and good title to Products delivered, free of all liens and encumbrances. Seller will repair or replace free of charge, any parts of the Products manufactured by Seller which are defective and are returned to Seller at the expense of Purchaser provided that the notice of claim of defects is received within twelve (12) months from date of shipment. Accessories and Products supplied by Seller but manufactured by others carry whatever warranty such manufacturers have conveyed to Seller. Any warranty claims by Purchaser must be provided to Seller in writing, and failure to do so within the warranty period will be deemed as an unconditional waiver of Purchaser s warranty claim. Purchaser s exclusive remedy for a valid warranty claim is either the repair, replacement, or refund of the price paid by Purchaser for the Product. These remedies do not include the cost of installation, removal, dismantling, or reinstallation. Seller shall have no liability to the extent Products are or have been: (a) modified by Purchaser or a third party; (b) modified by Seller at Purchaser s request; (c) made to specifications not provided by Seller; (d) used or installed in a way not known to Seller or operated under conditions not known to Seller; or (e) subject to misuse, abuse or improper storage, installation or maintenance. THE WARRANTIES AND REMEDIES ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY SELLER OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. SELLER DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF NON-INFRINGEMENT.
- 9. LIMITATION OF LIABILITY.** EXCEPT FOR BREACH OF OBLIGATIONS OF CONFIDENTIALITY OR LOSS OF SELLER S ANTICIPATED PROFITS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND. THE TERM CONSEQUENTIAL DAMAGES INCLUDES WITHOUT LIMITATION, LOSS OF USE, LOSS OF REVENUE, AND COST OF CAPITAL. EXCEPT FOR PERSONAL INJURY OR DEATH DUE TO SELLER S NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL DAMAGES THAT CAN BE AWARDED IN ANY CLAIM BY PURCHASER RELATING TO SELLER S OBLIGATIONS UNDER THIS CONTRACT (WHETHER BASED IN AGREEMENT, TORT OR OTHERWISE), SHALL NOT EXCEED THE COMBINED TOTAL OF AMOUNTS PAID BY PURCHASER TO SELLER UNDER THIS CONTRACT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE PARTIES EXPRESSLY AGREE THAT THE ABOVE LIMITATIONS ON LIABILITY PROVISION SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT PURCHASER S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 10. TECHNICAL ADVICE.** Unless otherwise agreed mutually in writing, any technical advice furnished by Seller to Purchaser before or after delivery of the Products is provided as is and on a gratuitous basis, without charge, and on the basis that it represents Sellers good faith judgment, but without warranty of any kind, and is accepted at Purchasers sole risk.
- 11. COMPLIANCE WITH LAW.** The parties will comply with all applicable federal, state, local and foreign laws, orders, rules, regulations and ordinances, including export controls and import compliance, anti-boycott measures, Foreign Corrupt Practices Act FCPA embargoes, sanctions, shipment to prohibited destinations or end-user, and for a prohibited end-use. If Purchaser exports, re-exports, diverts, transfers



or imports Products, Purchaser assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations of any applicable jurisdiction or country. United States dealers may not ship Oryx Arms products to locations outside the 50 states of America. No trans-shipment of product by dealers to other retailers. Dealer is not permitted to sell to other dealers or distributors. Dealer must sell to end-users only-unless authorized by Oryx Arms.

12. GOVERNING LAW, JURISDICTION AND VENUE. This Contract will be governed by and construed in accordance with the laws of the State of Texas without reference to the choice of law principles thereof. The Convention on Contracts for the International Sale of Goods is expressly excluded. Subject to the provisions of Dispute Resolution below, each party irrevocably submits to the jurisdiction of the Courts of the State of Texas and the United States District Court in Houston, Texas and hereby waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

13. DISPUTES. Any dispute or disagreement between Seller and Purchaser arising out of or relating to this Contract or related to any Product Dispute will be submitted to and settled by binding arbitration in lieu of any judicial proceeding; provided, however, that nothing contained in this Section will preclude any party from seeking or obtaining from a court of competent jurisdiction: (a) injunctive relief, or (b) equitable or other judicial relief to specifically enforce the provisions of this Contract or to preserve the status quo prior to the event(s) leading to the Dispute. Arbitration will be conducted by the American Arbitration Association in Houston, Texas before a single arbitrator in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any arbitration award will be binding and enforceable against Seller and Purchaser and judgment may be entered thereon in any court of competent jurisdiction. Neither party may bring a claim or action arising out of or related to this Contract, including any claim of fraud or misrepresentation, more than one (1) year after the cause of action accrues.