

2955 South Maplecrest Road Fort Wayne, IN 46803, USA

Kore Outdoor (US) Office: 1.800.671.9963 Kore Outdoor (US) FAX : 1.888.777.6151

CHECK IF APPLICABLE
Indoor Field
Outdoor Field
Scenario Game Promoter
Paintball Retail Store
Extreme Sports Store
Sporting Goods/Hobby Store
Surplus Store
Online eCommerce Site
Airsoft
Other ()

NEW DEALER ACCOUNT APPLICATION

Fill in the form completely.

Mandatory fields are marked with ▶.

1. PLEASE COMPLETE ALL PERTINENT INFO

COMPANY DETAILS							
Name	Company Name:		D.B.A. "Doing Business As" (if different):				
Business Details	Owner #1 Full Name:		Owner #2 Full Name:				
	Date Business Started:	▶ Gross Prior Ye	ear Sales:	▶ Initial Credit Line Requested:			
	Partner(s) Names:		Manager(s) (Approved to Order):				
	Accounts Payable Name:		▶ Accounts Payable Email:				
Phones	Main Phone:		Accounts Payable Phone:				
	Store Phone:	Field Phone:		Cell Phone:			
Fax	Fax Number:						
Emails	▶ Email – Primary:		Email – Contact 2:				

DEALER ACCOUNT APPLICATION

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TYPE OF BUSINESS (CHECK IF APPLICABLE)								
► Sole Trader ► Partnership ► Limited Liability Partnership ► Limited Liability Company		▶Federal Tax ▶ SSN (US - S only):	ID #: ole proprietorship	▶Res.	ale Certificate # (US):			
WEB WORL	WEB WORLD							
Website:								
	OR (US) INC AND ANY O				OPENING ORDER OF US \$1,500. MANUFACTURERS CAN BE PROVIDED.			
V 1 4	Company Name:							
Vendor 1	Phone:			Contact:				
	Company name:							
Vendor 2	Phone:			Contact:				
Estimated total	Estimated total annual purchases of all paintball / marker products:							
Estimated total annual purchases from Kore Outdoor (US) Inc, and or any of its worldwide affiliates:								
BILLING AD	DRESS							
Street Address:				City:				
> State:		Zip Code:		Country:				
SHIP-TO ADDRESS (CHECK IF THE SAME AS BILLING ADDRESS)								
▶ Street Address: ▶ City:								
▶ State:	State: ▶ Zip Code:				Country:			

BANK REFERENCE (ALL FIELDS MUST BE COMPLETED)					
▶ Name of Bank: ▶ Account Number:					
▶ Bank Representative Name and Email Address:	▶ Bank Phone: ▶ Bank Fax:				
▶ Bank Street Address:	▶ City:	▶ Zip code:	▶ State:		

2. PLEASE INCLUDE THE FOLLOWING:

▶ All fields are mandatory. Print N/A if not applicable.

Photos of your Store Front or Game Field Entrance

Invoice from another supplier (XXXX out the pricing if you prefer)

Voided Check

3. PLEASE INCLUDE THESE LEGAL NECESSITIES (REQUIRED BY LAW):

▶ All fields are mandatory. Print N/A if not applicable.

Copy of field insurance policy (Field applicants only)

Copy of commercial property lease (Internet Store applicants only)

Copy of your State or County Resale / Business / Occupational License

Copy of your Tax Identification Certificate

4. NOT-FOR-PROFIT ORGANIZATIONS:

▶ All fields are mandatory. Print N/A if not applicable.

Photocopy of your N.P.O. Exemption Documents

Tax Exemption Certificate

5. CALIFORNIA BUSINESSES:

▶ All fields are mandatory. Print N/A if not applicable.

California Resale Card

6. EUROPE / INTERNATIONAL BUSINESSES

▶ All fields are mandatory. Print N/A if not applicable.

VAT Number for International/European applicants:

7. TERMS & CONDITIONS: PLEASE READ AND INITIAL AT THE BOTTOM, SIGN BELOW

TERMS AND CONDITIONS OF SALE: The terms and conditions set forth herein constitute a final, complete and exclusive statement of the terms and conditions of sale and purchase (the "Agreement") between Kore Outdoor (US) Inc ("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.

- 1. 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.
- 2. Shipments and Deliveries. Freight terms shall be FOB, manufacturer'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. Products shall be shipped at the Dealer's expense. 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

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.

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 in writing 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.

- 3. Suspension of Performance. In the event Seller reasonably anticipates a repudiation or imminent breach of this Agreement, Seller shall be entitled to and Dealer shall provide reasonable assurances that payments will or can be made. In the event Dealer fails or refuses to provide reasonable assurances, Seller may suspend its performance under this Agreement or other sales Agreements with Dealer and shall be immediately entitled to any and all outstanding monies or the right to recover merchandise as set forth herein, upon written demand.
- 4. **Title.** All merchandise sold to Dealer shall remain the property of Seller until paid for in full. Seller has the right to recover merchandise sold to and received by Dealer, if a check is returned for insufficient funds; a "stop payment" is issued on a check and/or upon the failure to submit payment on a delinquent account. Dealer agrees to pay all invoices according to the terms of each invoice. Dealer further acknowledges and consents to the addition of a 1% interest/service charge per month on all delinquent, unpaid balances. Under no circumstances, however, shall the interest/service charge exceed lawful rates.
- 5. **Returns.** No products may be returned for credit or replacement unless Seller provides its prior written authorization and supplies the Dealer with a Return Authorization Number (RMA). 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 number clearly indicated and shall be subject to a twenty percent (20%) restocking fee.
- 6. Credit Terms. Checks returned to Seller for any reason shall be subject to a \$25.00 returned check fee. Any Dealer that has a check returned to Seller, for insufficient funds two (2) times, shall have their payment terms reassessed. Any Dealer that pays by wire transfer shall be responsible for all fees in connection with such wire payment. Dealer acknowledges and by submitting this Agreement or any order consents to the processing and disclosure by Seller of personal or financial data relating to Dealer relevant to any credit which may from time to time be afforded by Seller to credit reference agencies, banks and credit insurers and that such organizations may process the data provided or relevant to any other matter which Seller considers reasonable including, without limitation, any commercial relationship which Seller has with any third party. Any Dealer on an OPEN ACCOUNT, which is habitually late in making payments, will have their payment terms reassessed.

▶ DEALER INITIALS

- 7. Payment Terms. Dealer shall pay Seller on the terms quoted by Seller. Such terms may include, but shall not be limited to, payments by e-check, payment by wire in advance, or standard net thirty (30) day terms. Time for payment of invoices is of the essence. All late payments shall be charged interest computed on a daily basis from the due date until paid in full. Seller is entitled to receive interest at the rate of one percent (1%) per month or the maximum rate permitted by the Late Payment of Commercial Debts (Interest) Act 1998 as Seller may deem appropriate plus reimbursement for costs of debt collection (including reasonable legal fees of Seller and court costs) to collect full payment for products supplied. In the event Dealer fails or refuses to make payment in accordance with invoicing/shipping terms and/or otherwise violates any of the provisions of this Agreement, Seller shall be entitled to recover the reasonable expenses incurred for the cost of collection, including but not limited to attorney's fees, cost of suit, filing fees and mailing expense, which shall be added to the unpaid balance of the Dealer's account. Dealer agrees to pay such invoice pursuant to its terms without the benefit of setoff or deduction.
- 8. Taxes. Any prices quoted to Dealer by Seller are exclusive of federal, state and local taxes. Dealer shall pay all applicable taxes.
- 9. Warranty. Seller provides an express, limited warranty to consumers who purchase its products. Dealer shall maintain copies of Seller's current 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.
- 10. <u>Limitation of Liability</u>. 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.
- 11. **Confidentiality.** Dealer shall not disclose and shall otherwise maintain the confidentiality of all pricing information, credit terms and advance product information supplied by Seller.
- 12. **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.
- 13. 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.
- 14. 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.
- 15. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to the conflict of laws and provisions thereof to the extent such principal rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey.
- 16. No Third-Party Rights. This Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.
- 17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Dealer shall not have the right to assign this Agreement to any person or entity without the express written consent of Seller. Seller has authority to share this information with its subsidiaries and its affiliates in reference to accounts with such said subsidiaries and affiliates.
- 18. <u>Amendments:</u> This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter. No amendment to or modification of these terms will be binding unless in writing and signed by the Parties.
- 19. Export Control. Dealer certifies that it will be the recipient of products to be delivered by Seller. Dealer agrees that the products are subject to the export and/or import control laws and regulations of various countries (and in particular are/maybe subject to the export control regulations of the United Kingdom, the Federal Republic of Germany, of the European Union and of the United States of America, as amended) and agrees that the products will not be used for purposes associated with any chemical, biological, nuclear weapons or missiles capable of delivering such weapons, or in support of any terrorist activity or any other military use, nor will they be re-sold if it is known or suspected that they are intended to be used for such purposes. If Dealer transfers goods (including hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Seller to a third party, Dealer shall comply with all applicable national and international (re-)export control regulations. In any event of such transfer of goods, Dealer shall comply with the (re-)export control regulations of, the United Kingdom, the Federal Republic of Germany, of the European Union and of the United States of America.

DEALER INITIALS _____

DEALER ACCOUNT APPLICATION

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Dealer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Dealer, and Dealer shall compensate Seller for all losses and expenses resulting therefrom. Products sold by Seller cannot be transferred, sold or re-exported to any party on the Entity List or Restricted Person List of the U.S. Department of Commerce, Bureau of Industry & Security, any party designated by the U.S. Treasury Department's Office of Foreign Assets Control, and any party debarred or sanctioned for proliferation or terrorism reasons by the U.S. State Department.

GUARANTEE: As a direct inducement to Seller to extend a dealer account to Dealer, the undersigned hereby confirms the accuracy of the information set forth above, represents to Seller that, he or she is a shareholder of Dealer, and unconditionally and irrevocably guarantees, jointly and severally, the payment of any and all amounts now or at any time hereafter owed by Dealer to Seller, including without limitation, all costs and expenses incurred by in endeavoring to collect such indebtedness and in enforcing this Guarantee. The undersigned agrees that this Guarantee shall be directly enforceable against him or her without first resorting to Dealer or exhausting remedies against it, and any indulgences, forbearances or extensions of credit or time of payment shall not in any way release any of the undersigned from liability hereunder. This is an absolute and continuing guarantee. The undersigned waives any and all notices to which he or she may be entitled, including without limitation, notice of any extension of credit to Dealer and notice of any indulgences, forbearances or extensions of time of payment, which may be granted to Dealer. If any present guarantor dies, Dealer shall immediately pay off all outstanding indebtedness or may, at the election of Seller substitute an acceptable guarantor.

DEALER AUTHORIZATION & GUARANTEE: I, the undersigned, certify that the information I have provided is true, complete and accurate. I authorize you to make any inquiries you deem necessary and appropriate for the purpose of evaluating my application, including obtaining credit bureau reports from credit reporting agencies, and updating such reports.

I am authorized to purchase on behalf of the above company, and I warrant in good faith the above company has committed to pay for goods and services provided by Seller on behalf of any representative of the company. I (we) have read and consent to the conditions stated herein including the personal guarantee. Intending to be legally bound, I affix my signature below.

SIGNATURES	
▶ Owner's Signature and Date	Co-Owner's Signature and Date



USD wire transfer instructions

Destination Bank:

Destination bank address:

BMO Harris Bank
111 W. Monroe St.

Chicago, IL, 60603

Account Holder Name: Kore Outdoor (US) Inc. Account Holder Address: 2955 Adams Center Road

Fort Wayne, IN, 08080

Account number: 3108396

ABA Number: 071000288

Routing Number/ACH: 071000288

Swift Code/ International Wire #: HATRUS44



Credit Card Payment Authorization Form

 $Please \, complete \, all \, fields. \, This \, authorization \, will \, remain in \, effect \, until \, cancelled. \,$

this form.

Iauthorize to charge (full name)	my credit card in the	account of
<u>USD</u> on This payment is for Order (MM/_DD_/YYYY)	er/Invoice	·
Billing Address	Phone#	
City, State, Zip	Email	
Account Type:	☐ Amex	Discover
Cardholder Name		
Account Number		
Account Number	,	
Expiration Date		
Expiration Date	ont of Amex Card)	on file to be able to charge the abov
Expiration Date CVV2 (3 digit number on back of Visa/MC – 4 Digits infro By checking this box, I authorize Kore Outdoor (US) Inc to k mentioned card for amounts due on future purchases. Before charging set card I will provide Kore Outdoor (US) Inc	eep my card information with the approval amount on to store my credit card in amount indicated. Any	on file to be able to charge the abov and last 4 digits of the card to validation
Expiration Date CVV2 (3 digit number on back of Visa/MC – 4 Digits infro By checking this box, I authorize Kore Outdoor (US) Inc to k mentioned card for amounts due on future purchases. Before charging set card I will provide Kore Outdoor (US) Inc the approval. By checking this box, I do not Authorize Kore Outdoor (US) Inc (US) Inc. to charge solely the above- mentioned card for	eep my card information of with the approval amount once to store my credit card or amount indicated. Any fill be completed.	on file to be able to charge the above and last 4 digits of the card to validatinformation. I authorize Kore Outdoor future purchases would require mation. I pre-authorize Kore Outdoor

TEL: 800-533-4830 FAX: 856-464-1262 US Tel: (331) 826-0690 | US Fax: (888) 777-6151



Pre-Authorized Debit (PAD) Agreement

Customer Information (please print clearly)							
Full Name:							
Company Name:							
Billing Account Number/Customer Code:							
Mailing Address:							
City: Province:							
Postal Code:	Postal Code: Telephone No:						
These services are for: (please check one)	Personal 🗌 Bus	iness u	se 🗌				
Pre-Autho	rized Debit (PAD) details (pa	lease prin	nt clea	arlv)			
Financial Institution:	Jobit (i 712) detaile (p.	ouce pini					
Branch Address:							
City:	Province:						
Postal Code:	Telephone No:						
Bank Number : (3 digits)	Transit Number: (5 digits	,					
Account Number:	, 5	<u> </u>				<u> </u>	J
Please attach a voided copy of your	cheque with your accou	nt num	ber	mic	cro	enc	coded on the bottom
I/we authorize Kore Outdoor (US) Inc to str time when invoicing comes due, under my/			begi	in de	educ	tions	s for payments from time t
Regular monthly/daily or weekly payments account, on the day the invoicing comes following business day.							
Kore Outdoor (US) Inc is authorized to store obtaining my/our authorization .	e our information on our accoun	t, howev	er no	t au	thori	zed	to debit the account withou
Please ensure your Financial Institution in notification from you prior to the first charges.							
I/we acknowledge that any NSF fees will be my/our responsibility if payment is declined for any reason. I/we will notify Kore Outdoor (US) Inc promptly in writing if I/we move the account from one bank or branch to another, or if there is any other changes in the account.							
I/we may revoke this authorization at any tir we cancel this authorization, it does not mea							
I/we are authorized to sign on behalf of the ab	pove account.						
		Date					
Authorized Signature		Authoriz	ed Si	gnat	ture		
Name/s (please print)		Name/s	(plea	se p	rint)		

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement.

Please fax the completed form to:

Finance Department Fax:1-(888) 777-6151