



Wholesale Agreement and Terms of Sale

Revised May 1, 2017



Dear Potential Atibal Sights Dealer,

Thank you for your interest in Atibal Sights. We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours.

Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete and sign the application below. Once we determine that our interests are mutually beneficial, we'll send you our price list and other applicable information.

We appreciate your interest and look forward to hearing from you soon.

Sincerely,

James Labita, CEO & Founder

Elysia Labita, Marketing & Operations

Atibal Sights



Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

MINIMUM ORDER REQUIREMENTS

Atibal Sights currently offers one Wholesale Account purchase option. All subsequent orders must then match the minimum reorder to maintain the wholesale discount. Models must be ordered in bundles of five. Colors of models can be mixed, but cannot mix different models. Not all products are available for wholesale. After approval of this agreement, we will send you a product and price list. Discounts are based on MSRP.

Wholesale – 22-50% OFF (depending on product)
Minimum Initial Order \$1000
No Minimum Reorder

MSRP

Products or goods purchased from Atibal Sights shall only be sold at the manufacturer’s suggested retail price (MSRP). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 20% below MSRP.

Permission for special sale events beyond the 20% discount by the Wholesale Account must be requested in writing to Atibal Sights via email at wholesale@atibalsights.com and will typically be granted on a semi-annual basis.

Web Commerce

No products or goods purchased from or produced by Atibal Sights shall be resold by or through any online auction or online store (such as eBay, Amazon or similar sites) without the express, written authority of Atibal Sights. If Wholesale Account is planning to sell products produced by Atibal Sights in an online marketplace/store, it must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Atibal Sights.



PRODUCT IMAGES

Atibal Sights will make available images that you might require for your print and online presence. Should you require any additional images, please contact us at wholesale@atibalsights.com. Any imagery you provide yourself must be approved prior to use (please allow adequate lead-time for approval; two weeks is recommended).

RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account who distributes Atibal Sights goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

PAYMENT METHODS

At this time, Atibal Sights is not extending credit terms. All orders must be accompanied by pre-payment. We accept credit card or PayPal payment online via our website.

PACKAGING

All products come packaged and should not be repackaged or removed from packaging for any purpose other than display purposes.

SHIPPING/HANDLING

Items will not be shipped until full payment is received. No COD orders. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

Currently, processing time can take 14-21 business days from receipt of payment to shipment of goods. Atibal Sights will provide status updates on your order and will provide tracking information immediately upon shipment. All orders will be sent requiring a signature for delivery confirmation.

SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to Atibal Sights Customer Service attention within 5 business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to manufacturing defects within your store's return policy time frame, Atibal Sights will issue you replacements for defective units less shipping. Defective units will be replaced once they are received back



to our warehouse. If an item is beyond your store's return policy, please advise your customer to contact us directly at info@atibalsights.com for warranty information.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that Atibal Sights makes no warranty, express or implied, as to the merchantability of Atibal Sights products. Wholesale Account also agrees that Atibal Sights is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Atibal Sights for any legal actions that emanate from such actions.



Atibal Sights reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

Confirmation of Agreement to Policies, Terms & Conditions

- I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Atibal Sights the right to take legal action to enforce these conditions. In the event Atibal Sights must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.
- I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.
- I have reviewed and understand Atibal Sights policies and procedures for payment and shipping as well as all terms and conditions. I authorize Atibal Sights to keep this agreement on file and apply these policies to all future transactions made between Atibal Sights and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Full Name: _____ Title: _____

Company: _____

Address: _____

City, State, Zip Code: _____

Contact Phone Number: _____

Contact Email: _____

How'd you hear about us: _____

Signature: _____ Date: _____

Please fax or email entire signed contract to: (888) 507-1171 or wholesale@atibalsights.com.

Keep a copy for your own records. Thank You!