



## OUR VALUE PROPOSITION FOR DEALERS

Interested in becoming a dealer for GunSkins® Products?  
Sign our Dealer Agreement, activate your dealer account online, and you're in!

Partner with us and give your customers what they want, an affordable and reliable finish for their guns and gear! Make GunSkins a part of your business strategy. Our Dealers can expect the following benefits and more:

- We offer competitive wholesale pricing as a firearm accessory - 35%.
- Initial order of \$500 required. No minimums thereafter.
- Special request? Drop-ship directly to your customers.
- Receive free foam board signs for your shelf display.
- Count on our excellent customer support for you and your customers.
- Pre-order new camouflage patterns before public release.

### **GUNSKINS CREATE CUSTOMER ENGAGEMENT FOR OUR DEALERS IN THREE PRIMARY WAYS:**

- **Sales of the DIY GunSkins kits.** - Our products are specifically designed for the do-it-yourselfer and are a cost-effective alternative to more permanent and expensive solutions like hydrodipping. Application is relatively straightforward with basic tools that many customers already own including: a heat gun or hair dryer, a hobby knife with 5-10 sharp replacement blades, and a squeegee for those hard to reach places on firearms. Removal is even easier. Simply apply a little heat and lift the vinyl up with little or no residue remaining.
- **Sales of used firearms wrapped in GunSkins kits.** - Because the concept of GunSkins is still relatively new, many customers have trouble visualizing how they work and what they look like. Many have not seen them installed on a working firearm. Our most successful dealers have found that wrapping one of their firearms (perhaps a used pistol, rifle or shotgun that isn't in the prettiest condition) with a GunSkin solves this problem and also results in selling the wrapped firearm very quickly. In fact, many of our Dealers have expressed a little frustration that they can't keep the wrapped guns on display because they sell -- a high class problem to be sure!
- **Gunsmithing services for installing GunSkins kits.** - Although GunSkins are made for the DIY'er, there will always be a segment of our addressable market that just doesn't want to do the install themselves. Many of these prospective customers will happily pay shop rates for our Dealers to install on their firearm with the added benefit of establishing a stickier (pun intended) relationship between the your shop and the customer.



## DEALER WHOLESALE PRICE LIST

PRODUCT	MAP	WHOLESALE
AR-15 Rifle Skin	\$64.99	\$42.24
AR-15 Mag Skins (3-Pack)	\$29.99	\$19.49
AR-15 Mag Skin (Singles)	\$13.99	\$ 9.09
Magwell Skin	\$12.99	\$ 8.44
Rail Skin	\$19.99	\$12.99
AR-10 Mag Skin (Singles)	\$13.99	\$ 9.09
Pistol Skin	\$34.99	\$22.75
Pistol Accent Skin	\$19.99	\$12.99
Pistol Mag Skins (6-Pack)	\$12.99	\$ 8.44
AK-47 Rifle Skin	\$64.99	\$42.24
AK-47 Mag Skin (Singles)	\$13.99	\$ 9.09
Rifle / Shotgun Skin	\$64.99	\$42.24
Scope Skin / Medium Gear Skin	\$19.99	\$12.99
Gear Skin Large	\$47.99	\$31.19
Gear Skin XL	\$79.99	\$51.99



## DEALER MINIMUM ADVERTISED PRICE (MAP) POLICY

GunSkins has determined that its interests are best served through the adoption of a minimum advertised price ("MAP") policy. This MAP policy is designed to (1) protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners (2) support the GunSkins brand as a premium offering; and (3) avoid destructive intra-brand channel conflict. This policy has been unilaterally adopted by GunSkins and will be uniformly enforced.

### **Policy Coverage.**

This MAP policy covers all independent dealers of GunSkins products party to the GunSkins Authorized Dealer Agreement located in the United States. Although resellers remain free to establish their own resale prices, GunSkins will, without assuming any liability, unilaterally impose sanctions as described in this policy against resellers who advertise applicable GunSkins products at prices below those specified herein. GunSkins will not discuss any conditions of acceptance related to this MAP policy, as it is non-negotiable, and will not be altered for any reseller. GunSkins neither solicits, nor will it accept, any assurance of compliance with this MAP policy. Nothing in this MAP policy or in any other contract or agreement with GunSkins shall constitute an agreement between GunSkins and reseller that the reseller will comply with this MAP policy. MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by GunSkins from time to time.

### **Minimum Advertised Price.**

The current listing of products and applicable MAP prices are published on the gunskins.com website on the Products page. The products and MAP may be changed from time to time at GunSkins' sole discretion. GunSkins resellers are responsible for remaining current with MAP policy, products and pricing. Each advertisement below the MAP will be a violation of the policy. The MAP policy applies to all advertisements of specific GunSkins products in and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and public signage.

### **Policy Violations.**

In the event a reseller chooses not to follow the GunSkins MAP policy, sanctions will be unilaterally imposed by GunSkins. Violations of MAP policy shall be determined by GunSkins in its sole discretion. GunSkins will not accept any communication from a reseller who has violated this MAP policy regarding the violation or the willingness of the reseller to bring its prices into compliance with the MAP policy. In addition to the above, failure to adhere to the MAP policy will be a factor taken into consideration in the determination of reseller's eligibility to purchase GunSkins products at dealer prices from the gunskins.com website.

### **Policy Modifications.**

GunSkins reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable.

### **Unilateral Action.**

GunSkins is not seeking agreement from any reseller to adhere to this MAP policy. It is entirely within the discretion of the reseller whether to comply or not comply.



## AUTHORIZED DEALER AGREEMENT

This Authorized Dealer Agreement (the "Agreement") is made by and between GUNSKINS, a North Carolina company ("GunSkins"), and the party identified on Dealer Applicant Business form attached hereto ("Dealer"). GunSkins designs, develops and distributes certain protective vinyl wrap products for the firearms and outdoor product fields. This Agreement pertains only to GunSkins Products and not to any other products or services developed, manufactured, distributed or provided by GunSkins. GunSkins and Dealer now deire that Dealer be authorized to act as a dealer of GunSkins Products under the terms and conditions set forth below.

### **1. Appointment as Authorized Company Dealer; License Grant.**

GunSkins hereby grants to Dealer a non-exclusive, nontransferable, license to market, display, demonstrate, and sell the products as may be available from time to time on the GunSkins website, gunskins.com (the "GunSkins Products") in retail packaging for sales solely to retail customers within the United States (the "Customers") by means of Dealer's physical retail location(s) and by means of a Dealer-branded online storefront (Dealer's "Online Storefront") during the term of this agreement. GunSkins does not transfer any right, title or interest to GunSkins Products to Dealer or any third party other than title to physical inventory in Dealer's possession. Except as expressly set forth herein, Dealer will not sell, market, distribute, or sub-license, any GunSkins Products. Dealer may not sell GunSkins products by means of online marketplaces, auction site, directory services or classified advertising services featuring sellers other than Dealer, including without limitation online sites in the nature of Amazon, eBay, Walmart, Etsy, and Craigslist. GunSkins reserves the right, in its sole discretion, and without liability to Dealer, to change, add to, or delete from the list of GunSkins Products available to Dealer on gunskins.com without notice or liability to Dealer.

### **2. Obligations of Dealer.**

Dealer will use its best commercial efforts to promote GunSkins Products in its retail establishment and/or Online Storefront and to satisfy those reasonable criteria and policies with respect to Dealer's obligations under this Agreement, communicated in writing to Dealer by GunSkins from time to time. Dealer will: (i) conduct business in a manner that reflects favorably at all times on GunSkins Products and the good name, good will and reputation of GunSkins; (ii) make no representations, warranties or guarantees with respect to the specifications, features or capabilities of GunSkins Products that are inconsistent with the Gunskins.com website, literature distributed by GunSkins or as otherwise provided by GunSkins to Dealer; and (iii) not enter into any contract or engage in any practice detrimental to the interests of GunSkins. Dealer will comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to GunSkins Products.

### **3. Orders.**

Dealer can place orders online at Gunskins.com at any time using a unique dealer customer login supplied by GunSkins. Such orders shall not be binding until accepted by GunSkins. The terms and conditions of this Agreement and of will apply to each order accepted by GunSkins hereunder. Unless otherwise authorized in writing by GunSkins, Dealer may not cancel any order once such order has been accepted by GunSkins.

### **4. Prices, Payment and Shipping.**

Payment may be made by credit card or debit card through the Gunskins.com storefront prior to shipment. Dealer prices are subject to change without notice to Dealer. Dealer acknowledges that it has read the GunSkins Dealer Minimum Advertised Price Policy attached hereto. Dealer will be responsible for and pay all applicable packing, shipping, freight and insurance charges.

### **5. Returns.**

Return and exchange of all products must be authorized in advance by GunSkins and must be issued an RMA number. GunSkins shall not be obligated to accept any returns without GunSkins' authorization, unless otherwise arranged by GunSkins. GunSkins is not obligated for return freight expenses unless the return is a result of the fault of GunSkins or unless otherwise pre-approved by GunSkins. Some products may incur a restocking fee or fee to cover the excess wear-tear or damage at the time of return, per terms of GunSkins return policy.



## **6. Trademarks, Collateral.**

During the term of this Agreement, Dealer is authorized to use GunSkins' name and trademarks in the normal course of selling GunSkins Products. Dealer agrees not to use GunSkins' name and trademarks as part of Dealer's name or in any manner including but not limited to internet domain registration, web page composition, etc., which would misrepresent the relationship between Dealer and GunSkins and shall not use GunSkins' name and trademarks in connection with any non-GunSkins Products. Dealer may not represent that it is the owner of any GunSkins Product or design unless otherwise approved by GunSkins. Dealer may represent itself as an "authorized dealer" of GunSkins, and, with prior approval of GunSkins, may use GunSkins' name, logo, and trademarks on its websites, signs or other advertising or promotional materials. Dealer's license to use GunSkins' name and trademarks is limited to the aid of the marketing and sales of GunSkins' products and is prohibited for any other use, and Dealer shall abide by restrictions and limitations imposed by GunSkins from time to time. Upon termination of this agreement, Dealer shall immediately cease representing itself as a distributor or a dealer of GunSkins, and shall cease use of all GunSkins names and trademarks and any signs or other materials, of whatever nature. Nothing contained in this Agreement will give Dealer any right, title or interest in GunSkins' trademarks, trade names, logos, designations or copyrights. Dealer may receive electronic copies of applicable GunSkins marketing collateral. Such GunSkins collateral may not be changed or modified by Dealer without approval of GunSkins. Any Dealer generated collateral, Online Storefront content, press releases or other documentation referencing GunSkins or GunSkins Products is subject to prior approval by GunSkins. Dealer will sell GunSkins Products with all packaging, warranties, and licensing information intact as specified by GunSkins.

## **7. Term and Termination.**

The initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date hereof and shall automatically renew for subsequent one (1) year periods. Dealer or GunSkins may terminate this Agreement at will, at any time during the term of this Agreement, with or without cause, by written notice given to the other party not less than thirty (30) days prior to the effective date of such termination. Notwithstanding, this Agreement may be terminated prior to the expiration of its stated term in the event that (i) Dealer is in default with respect to any term or condition undertaken by Dealer under this Agreement and such default continues unremedied for a period of five (5) days following written notice of such default, or (ii) Dealer is merged, consolidated, sells all or substantially all of its assets, or implements or suffers any substantial change in management or control. This Agreement terminates automatically, with no further act or action of either party, if a receiver is appointed for Dealer or its property, Dealer makes an assignment for the benefit of its creditors, any proceedings are commenced by, for or against Dealer under any bankruptcy, insolvency or debtor's relief law, or Dealer is liquidated or dissolved. Neither party will be liable to the other due to termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either GunSkins or Dealer or for any other reason whatsoever based upon or growing out of such termination or expiration. GunSkins' rights and Dealer's obligations under Sections 6, 7, 8 and 9 shall survive termination or expiration of this Agreement.

## **8. Limited Liability; Indemnification.**

**(a)** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN OR IN GUNSKINS' LIMITED WARRANTY ACCOMPANYING GUNSKINS PRODUCTS FAILS ITS ESSENTIAL PURPOSE OR OTHERWISE, GUNSKINS WILL NOT BE LIABLE FOR ANY LOST PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SPECIAL DAMAGES SUFFERED BY DEALER, CUSTOMERS OR OTHERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR GUNSKINS PRODUCTS, FOR ALL CAUSES OF ACTION OF ANY KIND (INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EVEN IF GUNSKINS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM GUNSKINS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL GUNSKINS' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR GUNSKINS PRODUCTS, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, EXCEED THE LESSER OF THE TOTAL AMOUNT PAID BY DEALER HEREUNDER IN THE SIX (6) MONTHS PRECEDING SUCH CAUSE OF ACTION OR USD \$5,000. Dealer agrees that the limitations of liability and disclaimers of warranty set forth in this Agreement will apply regardless of whether GunSkins has accepted orders of GunSkins Products or Dealer has shipped any GunSkins Products. Dealer acknowledges that GunSkins has set Prices and entered into this Agreement in reliance on the disclaimers of liability, the disclaimers of warranty and the limitations of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.



**(b)** Dealer agrees to indemnify and hold GunSkins harmless from and against, any and all damages, liabilities, costs and expense (including all reasonable attorneys' fees and costs of litigation) arising from any and all claims by third parties, including, without limitation, Customers, in connection with Dealer's acts related to the sale of GunSkins Products, omissions or misrepresentations, regardless of the form of action.

**9. General.**

The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding that body of law known as conflicts of laws. Any suit hereunder will be brought in the federal or state courts in North Carolina and Dealer hereby submits to the personal jurisdiction thereof. Dealer consents to the enforcement of any judgment rendered in the United States in any action between the parties. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect. Dealer acknowledges that any breach of its obligations under this Agreement with respect to GunSkins' intellectual property, proprietary rights or confidential information of GunSkins will cause GunSkins irreparable injury for which there are inadequate remedies at law, and therefore GunSkins will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law. This Agreement constitutes the complete and exclusive agreement between the parties pertaining to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by both parties hereto. This Agreement will not be assignable by Dealer, and Dealer may not delegate its duties hereunder without the prior written consent of GunSkins.

**IN WITNESS WHEREOF,**

the parties hereto have executed this Agreement effective on the date specified below.

**GUNSKINS**

By:

Rick Dunn

Title:

Date:

("Effective Date")

**DEALER**

By:

First and Last Name

Title:

Date:

("Effective Date")

By checking this box I have read and agree to the terms of this agreement.

**SAVE**