## **Standard Terms & Conditions**

Standard Terms: Net 30 days

- Accounts that are approved for credit will be shipped up to the limit assigned by GCI Outdoor™.
- Pre-payment is accepted in lieu of credit approval.

FOB USA Points: All orders FOB Wallingford, CT and/or Tumwater, WA.

**Preseason Terms:** For preseason terms, please contact your sales representative.

**Direct Import Programs:** Certain restrictions apply to direct import programs, including but not limited to minimum order quantities and seasonal lead times. Please contact sales representative for program-specific pricing and terms.

## **Conditions:**

- All orders are subject to credit approval and acceptance by GCI Outdoor™.
- Orders will not be released for accounts with past due balances.
- Terms are effective from the date of invoice.

**Store Locations:** GCI Outdoor<sup>™</sup> reserves the right to individually approve new retail locations of existing authorized dealers. Dealers planning new outlets should contact GCI Outdoor<sup>™</sup> for review and approval as early as possible.

**Website/Third Party Reseller Policy:** GCI Outdoor views retail websites as distinct retail locations subject to approval to sell GCI Outdoor products. Without prior written approval GCI Outdoor will not sell to any website retailer or allow any retailer to be a 3<sup>rd</sup> party reseller on retail and auction websites such as Amazon, Walmart.com, Jet, and ebay but not limited to, or any similar retailer without written approval of site content, logo use, reproduction of copyrighted materials, and photographs. GCI Outdoor reserves the right to limit and/or restrict which market place websites 3rd party retails sell to no matter who they purchase GCI Outdoor.

Warranty and Returns Policy: No merchandise may be returned to GCI Outdoor<sup>™</sup> without a return authorization and approval. To receive store credit for a defective product, please contact the warranty department with your defective product concerns: <u>Warranty@GCIOutdoor.com</u> or 860-345-9595. Please have available: Item Code, Defective descriptions, PO# from defective unit. Once reviewed and the credit memo has been provided, GCI will advise what to do with the defective product.

**Minimum Order:** Order must be \$500.00 or greater. Samples are available by request at regular price plus shipping and handling.

**Minimum Purchases:** Accounts with annual purchase of less than \$1000 per location may be closed at the discretion of GCI Outdoor<sup>TM</sup>.

**Past Due Accounts:** GCI Outdoor<sup>™</sup> will not ship to past due accounts. A finance charge of 1.5% per month will be assessed for all past due invoices. Buyers agrees to pay the full costs associated with the collection of past due accounts.

**Disclaimer:** GCI Outdoor<sup>™</sup> reserves the right to change or improve products without prior notice. GCI Outdoor<sup>™</sup> will not be liable for customs, quota, freight, or other shipping delays. Prices, specifications, and terms of sale are subject to

approval by GCI Outdoor™ and are not binding until approved by GCI Outdoor™. We reserve the right to refuse any order.

All orders are subject to availability and GCI Outdoor<sup>™</sup> will not be liable for inability to deliver due to shortages of material or product.

**Termination:** GCI Outdoor<sup>™</sup> may terminate any dealer on 30 days written notice, or upon any breach of these terms and conditions.

Third Party Retailer Disclosure Policy: As an approved Retailer (including associated DBAs) of GCI Outdoor, in addition to any brick and mortar locations, you are required to disclose which retail websites you will be selling GCI Outdoor<sup>™</sup> products.

DBAs - GCI Outdoor requires the disclosure of any current DBAs associated with the account set up with our company. GCI Outdoor™ also requires notification of any new DBAs before selling products under the associated name.

If you are a Distributor of GCI Outdoor products – we request that you obtain the above information from your retail accounts selling GCI Outdoor™ products.

GCI Outdoor reserves the right to limit and/or restrict which market place websites 3rd party retails sell to no matter who they purchase GCI Outdoor™ products from (GCI Outdoor Direct or via a Distributor).

Minimum Advertised Price - (MAP) policy: GCI Outdoor™ has adopted the following (two-tier) pricing structure:

- Retail Price: Recommended standard pricing for maximum profit advantage; and
- Minimum Advertised Price (MAP): Recommended only for infrequent, short-term promotions (such as a scheduled sale) necessary for reasonable business purposes.

"Advertising" as used in this policy refers to advertising via the Internet, television, radio, newspapers, magazines, signs, catalogs, flyers, and other mass media. Internet advertising includes advertising on any page of any Internet site. It also includes signs visible outside the store, but does not include other in-store advertising. General advertising such as "entire department 25% off" or "20% off all product in store" is not consistent with this policy. As such, GCI Outdoor™ products shall be specifically excluded from such copy.

All GCI Outdoor<sup>™</sup> products are covered by this MAP policy. This policy in no way affects the price retailers may charge for GCI Outdoor<sup>™</sup> brand products. It is directed solely to the prices which retailers advertise these products. Retailers, of course, remain free to sell GCI Outdoor<sup>™</sup> products at whatever prices they choose.

This is a unilateral policy of GCI Outdoor<sup>™</sup> and shall not be construed as a contract or agreement with any retailer. GCI Outdoor<sup>™</sup> reserves the right to choose the retailers with whom it does business, and the right to accept or reject any order in whole or in part. GCI Outdoor<sup>™</sup> also reserves the right to modify this policy or to terminate this policy at any time.

## PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Revision 8/23/17