

AMERICAN DEFENSE MANUFACTURING

100% U.S.A. MADE AND MANUFACTURED

Thank you for your interest in American Defense Manufacturing. ADM is dedicated to building the best 100% made in the USA, optical and illumination mounts, as well as, firearms. Our products are designed for the highest level of functionality, and ruggedness. Satisfaction is guaranteed for all of our customers, whether military, law enforcement, or recreational shooters. Our products are user driven and have been designed based on the operational experiences of a wide variety of professional end users.

General Requirements:

1. Brick and Mortar Store
2. Valid State Business and Resale License
3. Payment – Credit Card/Wire/Company Check
4. Freight- Dealer pays ALL shipping charges

WARRANTY:

ADM products are fully warranted to the original owner against defects in materials and workmanship for the lifetime of the product. If a product fails due to manufacturing defect, ADM will repair/replace it at our discretion.

RESALE:

Dealership is purchasing for re-sales purposes only. Dealer agrees to maintain a current/valid state resale number and certification within the state(s) where conducting business. Dealer is only authorized to sell American Defense MFG LLC products within the United States.

PRICING/PRODUCTS:

ADM Pricing and Product Design is subject to change without prior notice.

ORDER POLICY:

Orders are subject to acceptance. Orders cannot be modified, changed or cancelled after shipping. Any and all returns are subject to a 25% restocking fee.

RE-ORDER MINIMUM AND CUSTOM ORDERS:

Minimum reorder is 300.00 in mounts and/or 3 rifles. Custom orders cannot be canceled nor returned.

MAP PRICING:

ALL USA Dealers MUST adhere to Minimum Advertised pricing on their web stores. In store prices are not regulated. **EBAY, AMAZON, and SIMILAR:**

Authorized Dealers are allowed to sell ADM products via their Brick & Mortar Retail Locations as well as their company websites. Written permission from ADM is required to sell ADM products via 3rd party e-commerce sites such as Amazon, eBay, and similar; including any online auction-style selling, i.e. GunBroker.

FET OUT SALES

Only those dealers authorized are able to bid on FET Out sales. American Defense Mfg® has a separate agreement for those dealers wishing to have exclusivity in the LE/MIL/GOV sales channels.

DROP SHIP:

ADM does not maintain a drop ship program; will consider drop shipments on a case-by-case basis on orders that exceed \$1,500.

PAYMENT:

Standard payment is ACH/check and is due at the time of order. No NET Terms unless prior written approval has been provided by ADM. Net Terms are to be paid by Bank Transfer, Wire Transfer or Business Check – all payments must be received within the defined Term timeframe. Credit Card is for file purposes if choosing to use CC a 3% fee will be added.

COLLECTION:

Dealer understands and agrees that they are liable for all orders placed. Additionally, dealer shall be liable for all cost incurred by ADM in the collection of any delinquent account, including attorney fees.

RETURNS:

Dealer agrees not to return any merchandise to ADM without prior approval. Approved returns are subject to a 25% restocking fee. The RMA number must be written on the outside of the box. All returns must include all original packaging, tagging; must be in 100% sellable condition; must be active ADM products. All shipment errors must be reported in 5 business days.

DEALER LEVELS

Dealer - \$1000 Mounts or 3 Rifles
Wholesaler - \$10,000 Mounts or 10 Rifles

	Mounts	Rifles
Dealer -	30%	18%
Wholesaler -	37%	27%

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Confirmation of Information: Accuracy and Release of Authority to Verify

I hereby certify that the information in this Application for Open Account is correct. The information included in this Credit Application is for use by American Defense MFG, LLC in determining the amount and conditions of credit to be extended. I understand that American Defense MFG, LLC may also utilize the other sources of credit, which it considers necessary in making this determination.

Further, I hereby authorize the Bank and Trade References listed in this Credit Application to release the information necessary to assist American Defense MFG, LLC in establishing terms. I promise to pay for each purchase within the assigned terms. For all accounts pas due, I agree to a 1.5% service charge on the unpaid monthly balance, which is an annual rate of 18%. Default will occur if payment due is not received in thirty (30) days after the date of the invoice. I further assume responsibility for all purchasing agents and employees of the undersigned until written notice to the contrary is given.

Authorized Signature: _____ **Print:** _____

Dealer Name (Include Legal Name): _____

Dealer Address: _____

Dealer Phone: _____ Secondary Number: _____

Dealer Email: _____ Website: _____ Owner / CEO / President Name: _____

_____ Phone: _____ Federal tax ID #:

_____ Duns #: _____ Time in Business: _____

Legal Structure: Sole Proprietorship Partnership LLC Corporation

Business Area Brick and Mortar (# of locations: _____) Retail Web Inside Sales team
(check all that apply) Catalog Trade Show Sales Trailer Sales Other

Current Rifle and Mount Manufacturers that you support:

Shipping Address: _____

Shipping Point of Contact Name / Phone / Email: _____

UPS / FEDEX Account Number: _____

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Application for Credit Card Account:

All information will be kept in strict confidence and used only by American Defense MFG, LLC. *This application can be rejected due to incomplete answers.* For our Dealers convenience American Defense MFG, LLC accepts the following cards.



Card Type: (circle) VISA MASTERCARD DISCOVER

Card Number: _____ Expires: _____

Cardholder Name: _____ CCV _____

I do hereby authorize American Defense MFG, LLC to process credit card transactions from the information provided hereon. I agree that credit card orders will be charged to my credit card account +3% if I do not pay via check or ACH. I understand credit card orders are an alternative to credit terms, and orders that are invoiced under credit terms may not be paid via credit card. I agree that American Defense MFG, LLC may charge the cost of an order to my credit card account listed below, without having to obtain the undersigned's signature on each individual credit card transaction. I also agree orders processed under a credit card do not qualify for any discounts that may be available under credit terms.

I agree that it is my sole responsibility to notify American Defense MFG, LLC in writing, of any changes to the information listed below. American Defense MFG, LLC will not be held liable for any unauthorized purchases and charges to the credit card account(s) listed below as a result of failure to receive written notification of said charges. I agree in the event any terms or pricing on a purchase order executed by my company are inconsistent with American Defense MFG, LLC terms, pricing and policies; American Defense MFG, LLC terms, pricing and policies shall take precedence. American Defense MFG, LLC must consent to any modifications in writing. I agree to examine merchandise immediately upon receipt, and to advise American Defense MFG, LLC of any disputed transactions within 10 days of receipt. Failure to notify American Defense MFG, LLC of any dispute with respect to defective goods shall constitute a waiver of all such disputes. I also agree that my company is fully responsible for any obligation not paid pursuant to this authorization. My signature below confirms that I have the authority to bind the business and/or person(s) named below as a customer to this agreement, and that I understand and accept the terms and conditions presented.

I agree to the total amount of the invoice billed to my above listed credit cards. I further agree to pay the total amount in accordance with the Card Issuer Agreement.

Authorized
Signature:

Date:

Please check if you want American Defense MFG, LLC to retain this credit card information and automatically bill all future purchases to the above listed credit card.

By signing this document, I agree to follow all manufacturer mandates and regulations regarding the purchase and resale of any and all products. Mandates can include but are not limited to: department or agency bids at any level, map policies, geographical product sales restrictions, notifications of stop-sales, resale to other dealers and distributors, third party e-commerce sales and distribution, use of manufacturer logos and/or trademarks, sale of products via e-commerce channels, use of proprietary licenses and/or designs, and third party shipping by wholesaler or distributor. I understand that American Defense MFG, LLC has no control over any restrictions that manufacturers mandate and/or regulate, and I agree to hold blameless and free from fault in any litigation arising from American Defense MFG, LLC adherence and/or enforcement of manufacturer mandates. I further understand that any/ or all mandates or regulations can change from any manufacturer, at any time, without prior notification. Violation of any of the previously mentioned mandates can result in termination of dealer account privileges/rights at the discretion of American Defense MFG, LLC

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Application Checklist:

In order for your application to be processed in a timely fashion, please provide the following back to American Defense MFG, LLC via scanned document at. Documents that must be included:

1. Pages 2 thru 3
2. Completely filled app with all authorized signatures
3. Current / Valid State Business Resale License
4. FFL if purchasing firearms
5. Proof of walk-in retail location (current picture of storefront and inside sales area)
6. Internet address for e-commerce store (website information to be included on page 2 of this document)
7. If your dealership would like to use your UPS / FedEx Account Information, please ensure that section is completed on page 3 of this document.

Internal ADM MFG use ONLY

Date App Rec Complete: _____ Received by: _____

Opening Order Amount: _____ Taken by: _____

FFL Rec Date: _____ FFL#: _____

Approved: _____ By: _____ Date: _____

DATE / Initial

Dealer contact updated: _____

FaceBook Post Made: _____

QB Updated: _____

Dealer Email Updated: _____

Dealer Locator Updated: _____

Dealer Folder Created: _____

Dealer Account Assigned to: _____