



AUTHORIZED RETAILER AGREEMENT

Updated January 1, 2019

This is an **AGREEMENT** between M&MJ Enterprise, Inc., dba GPO, USA, and the Retailer identified on page 4 of this agreement.

The Parties agree as follows:

1. **APPOINTMENT:** Retailer will be an authorized, nonexclusive retailer of the GPO, USA, product line (“Products”).
2. **COST AND PRODUCT PURCHASE:** GPO, USA, will sell the Products at the prices effective at the time of the order, less allowable discounts. Retailer will purchase the Products exclusively from GPO, USA. Violation of this clause may result in Retailer termination.
3. **TERMS AND CONDITIONS:** GPO, USA, Terms and Conditions of Sale will apply to all orders. GPO, USA, may refuse to accept any order for any reason that it deems sufficient.

Written Order Requirements:

- Retailer’s name
 - Retailer’s billing address
 - Retailer’s shipping address
 - Quantity, GPO, USA, product number, description, and price
 - Special requirements such as delayed shipping date or cancellation date
 - Retailer’s purchase order number (PO number)
4. **WARRANTY:** All GPO, USA, Products carry the industry-leading “Spectacular Lifetime Warranty.” Details of this warranty can be found on the GPO, USA, website.
 5. **PAYMENT:** Retailer will pay for the Products it purchases according to the GPO, USA, condition of sale, reflected on the Retailer’s purchase order and accepted by GPO, USA. Retailer will lose any claim for product rebates or allowable discounts due to the Retailer if Retailer’s account is past due or in a delinquent status. Payment for open or past due invoices by returning product will incur a 15% product value reduction (restocking fee), based on the invoiced value of the product. Returned product for payment is rarely authorized and requires written authorization from GPO, USA.
 6. **CREDIT AND CREDIT CARD PAYMENTS:** GPO, USA, at its sole discretion, can modify or revoke Retailer’s credit limit. A Retailer paying with a credit card will be charged a 3 percent processing fee.
 7. **SECURITY:** Retailer grants GPO, USA, a purchase money security interest in any Product sold to Retailer on credit, and a first security interest in all Products to secure the payment of all amounts Retailer owes to GPO, USA.

8. RETAILER’S RESPONSIBILITIES:

Best Efforts: Retailer shall use its best efforts to professionally advertise, market, and sell the Products. This will include the use of correct product names, specifications, and features.

Promotional Efforts: Retailer will pay for all costs of advertising and promotion, unless otherwise agreed with GPO, USA. Retailer's promotional program must comply with the national advertising, trademark, and design policies set forth by GPO, USA. "Advertising" means any presentation, offer, or solicitation for the purpose of selling the Products outside of the Dealer's office, including via electronic media and the Internet or the World Wide Web.

Notice: It is the unilateral right of GPO, USA, to determine whether Retailer has made the required "Best Efforts" and "Promotional Efforts" on behalf of the GPO, USA, PREMIUM brand. If GPO, USA, determines that Retailer has not met the requirements for these efforts, then GPO, USA, at its sole option and discretion, may take any action it deems appropriate, up to and including terminating this Agreement.

9. **PRICING:** Retailer is free to set its sale to consumer pricing. GPO, USA's, current Retail Price List, which includes the suggested price guidelines, can be found on the GPO, USA, website. GPO, USA, can change pricing without prior notice. Retailer must not misrepresent GPO, USA's, prices by identifying a price higher than the suggested price guideline as the "manufacturer's advertised price." Misrepresenting price will be a breach of this Agreement.
10. **ADVERTISING GUIDELINES:** To protect the value of the "GPO" brand, GPO GmbH and M&MJ Enterprise, Inc., dba GPO, USA, have implemented strict advertising policies regarding both the use of the GPO brand and the advertising of the Products.

Truthful Advertising: Retailers who advertise and sell GPO products other than the current product line (such as discontinued products, used products, or demonstration products) must clearly and accurately advertise the status of those products.

MAP (Minimum Advertised Price) POLICY: The GPO, USA MAP Policy is a strict advertising policy, not a pricing policy. GPO, USA, Retailers are free to sell and set its sale price to consumers. However, if a price for a GPO product is advertised, it must be advertised in accordance with the MAP guidelines, of which is listed on the corporate GPO, USA, website. For the purposes of this policy, the term "advertised" will include, without limitation, print advertising, flyers or other direct mail, e-mails, signs, billboards, banners, and e-commerce/web-based advertising. Advertised prices on the Internet will include prices mentioned in online shopping carts, coupon kickbacks, special offers, calls for pricing, and e-mail requests for solicitation of price. If a price is advertised on an Internet site, it must follow the MAP Policy. Vigorous effort will be made on behalf of GPO, USA, to work with Retailers to assist their efforts in maintaining compliance with this policy. However, if at any time GPO, USA unilaterally determines that a Retailer has intended to not comply with this policy, GPO, USA, at its sole discretion, may terminate this Agreement.

11. **RESTRICTION OF SALE:** Retailer must neither sell the Products outside the United States nor sell to any party that the Retailer knows, or should reasonably know, will resell or ship the Products outside the United States. Retailer is hereby notified that it is illegal to export certain Products without the approval of export administration authorities. If GPO, USA, determines that Retailer has intentionally violated this restriction, then GPO, USA, may, at its sole discretion, terminate this Agreement.
12. **TRADEMARKS: Grant and Limitations.** GPO, USA, grants Retailer a limited license to use the trademarks and tradenames (including company name, designs, graphics, logos, and other commercial symbols) under which the Products are sold (the "Trademarks"). Retailer can refer to itself as an "Authorized Retailer" in selling the Products. To avoid doubt, the limited license to use the Trademarks in this Agreement does not extend to their use in a URL, including alone, in combination, or in variation (e.g., www.gpobinoculars.com or www.gporiflescopes.com). Using the Trademarks other than as provided in this Agreement will result in immediate termination of this Agreement.

13. **OWNERSHIP:** Retailer shall promptly notify GPO, USA, of all proposed or executed changes of its ownership.
14. **NON-ASSIGNMENT:** Retailer cannot assign or transfer this Agreement.
15. **LIMITATION OF LIABILITY:** The Parties (including their respective officers, directors, or employees) will not be liable to each other for any loss or claim for business interruption or indirect, special, punitive, consequential, or incidental damages arising out of this Agreement and/or any claimed breach of any obligation established herein, regardless of whether such claim is brought for breach of contract, tort, or any other theory of law or equity.
16. **TERM AND TERMINATION:** This Agreement is for a period of one (1) year from the Effective Date ("Term") and, unless otherwise terminated, this Agreement will automatically renew annually until terminated. Either party can terminate this Agreement without cause with thirty (30) days' written notice.
17. **CONTROLLING LAW, DISPUTE RESOLUTION, AND VENUE:** The laws of the state of Virginia control this Agreement. The Parties will negotiate in good faith to resolve any disputes that may arise from this Agreement. If the Parties cannot resolve their dispute independently, the courts in Virginia will be the sole venue for the resolution of those disputes. The Parties agree that this is a convenient forum in which to resolve their disputes. The Parties waive the right to a jury trial and further waive the right to seek or receive punitive damages.
18. **NO AGENCY:** GPO, USA, and Retailer are independent contractors, not employer and employee or principal and agent. Neither party has the authority to assume any obligation or make any representation on behalf of the other nor hold itself out as having such authority.
19. **NO WAIVER:** If a party fails to exercise a right or insists on performance under this Agreement on one occasion, it is not precluded from exercising that right or insisting on performance on any other occasion.
20. **CONFIDENTIALITY:** Retailer and GPO, USA, will keep confidential at all times, both during and after the Term of this Agreement, all of the confidential information belonging to the Parties and the affiliates that each party obtains during the Term (the "Information"), and each party shall not use or disclose the information for any purpose other than fulfilling its obligations under this Agreement. Each party shall take all reasonable steps to ensure that its employees are bound by these obligations of confidentiality. When this Agreement terminates, Retailer shall return all information, including technical, sales, pricing, and marketing materials that it has received from GPO, USA, and all copies and derivatives thereof.
21. **REMEDIES:** Retailer acknowledges that the unauthorized use by Retailer of Trademarks or other confidential or proprietary information, or disclosure to third parties in violation of the requirements of this Agreement, would be extremely prejudicial to GPO, USA, and to GPO, USA's, market position; that GPO, USA, would suffer irreparable harm; and that monetary damages will be inadequate to compensate GPO, USA, for such a breach. If there is an unauthorized use or disclosure, Retailer agrees that GPO, USA, in addition to all other remedies available to GPO, USA, at law or in equity, will be entitled to obtain an injunction against Retailer to restrain such conduct and to impose a constructive trust upon any profits derived by Retailer from such conduct.
22. **NOTICES:** All notices required under this Agreement must be made in writing and sent only by certified mail, return receipt requested, or by FedEx or other express mail service, to the addresses listed at the bottom of the final page of this agreement. Notices are considered received within three (3) days if sent by US mail or one (1) day if sent by FedEx Overnight or other overnight express courier service.
23. **ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and any modifications must be made in writing and signed by both Parties to be effective.

- 24. PARTIAL INVALIDITY:** If any part of this Agreement is held invalid or unenforceable, the remainder of the Agreement will still be considered valid and enforceable to the extent permitted by law.
- 25. CLAUSE HEADINGS:** The headings and subheadings of clauses contained herein are used for convenience and ease of reference and not to limit the scope or intent of the clause.

The Parties, by signature of their authorized representatives and intending to be bound by the terms set forth in this Agreement, agree that this Agreement is executed and active as of the date listed below.

M&MJ Enterprise, Inc., dba GPO, USA
11303 Whistlewood Ct.
Midlothian, VA 23113

Authorized by: _____

Authorized Signature: _____

Authorized Title: _____

Date: _____

RETAILER TO COMPLETE THIS SECTION:

Retailer business name: _____

Retailer business address: _____

Retailer city, state, zip: _____

Retailer business phone: _____

Retailer business fax: _____

Primary business contact: _____

Primary business contact phone: _____

Primary business contact e-mail: _____

Authorized by: (print) _____

Authorized Signature: _____

Authorized Title: _____

Date: _____



GERMAN · PRECISION · OPTICS

CONFIDENTIAL CREDIT APPLICATION

Business Name: _____

Federal Tax ID # (EIN): _____

Business Billing Address: _____

Business City, State, Zip: _____

Business Shipping Address (if different): _____

Shipping City, State, Zip: _____

Owner/Buyer Name: _____

E-mail Address: _____

Owner/Buyer Phone #: _____ (office) _____ (mobile)

A/P Contact Name: _____ A/P Phone #: _____

Company Website: _____

Business Type: Proprietorship____ Partnership____ Corporation____ Other _____

Proprietor/Owner/Officer Name _____

Proprietor/Owner/Officer Title _____ SSN # _____

Banking Reference Name (required) _____

Banking/Checking Acct # (required) _____

Banking Reference Phone # (required) _____

Trade Reference Name: _____ Phone #: _____

Trade Reference Name: _____ Phone #: _____

The undersigned has given the above information for the purpose of obtaining credit and represents that said information is accurate and complete. The signature below shall be authority for banking and trade references to release credit information. The undersigned agrees to pay for merchandise and/or services within agreed billing terms and understands that in the event of default, if expenses to collect said debt are incurred by the creditor, then all unpaid balances, including additional expenses to collect said debt, will be the responsibility of the undersigned.

Name (please print): _____

Title: _____

Signature: _____ Date: _____