



“Xperience Perfection™”

DEALER AGREEMENT

Introduction

At Xpedition Archery we understand and appreciate the important role you as a dealer have in our industry providing great customer support to our end users. We look forward to working with you as our authorized dealer so that together we can not only run profitable businesses, but also offer the best archery products to the market place.

Dealer Pricing & Policies

Advertising by means of mail or internet is permitted, however you may only sell Xpedition Archery products by physical delivery at your shop. Xpedition Archery will not attempt to set a minimum selling price but Xpedition Archery will establish and advise you of the Minimum Advertised Price (MAP) for Xpedition Archery products. This is the minimum price at which you may advertise each product. Xpedition Archery does reserve the right to discontinue further shipments to dealers who advertise our products below the MAP or deliberately circumvent another Xpedition dealer via mail or internet delivery of our bows.

Xpedition Archery reserves the right to change policies, products, prices, and programs for any reason at any time without notice. Xpedition Archery is not obligated to modify or replace products already shipped prior to a change. Neither is Xpedition Archery responsible for any consequential damages resulting from such.

Standard credit terms available are PayPal, Wire Transfer, or Credit Card. (Master Card, Visa, American Express only) Any open accounts must complete a Xpedition Archery credit application and be approved by an officer of Xpedition Archery.

Freight on all orders are F.O.B. Xpedition Archery, Yankton, SD. Dealers are responsible for shipping fees.

Return & Cancellation Policy

Shortages must be reported within 4 business days of receiving the order, otherwise the order will be considered complete.

2008 E. Hwy 50 • Yankton, SD 57078 • 605-260-0159 • Fax 605-665-1479

www.XpeditionArchery.com

Return & Cancellation Policy Continued

All sales by Xpedition Archery to you are final except for items covered under warranty. Returns and credits are at the sole discretion of Xpedition Archery. Xpedition Archery will not accept an item for return without a return authorization (RA) number by us prior to shipment. Please call us for an (RA) number, which will be valid for 15 days. The dealer must prepay all shipping costs.

Cancellation of an order by any dealer without cause satisfactory to Xpedition Archery may result in termination of the dealer agreement.

The dealer is responsible for all returned items (including damage) until they reach Xpedition Archery. Any order cancelled or refused by the dealer will be subject to a 25% restocking fee. Any cost of restoring returned, cancelled, or refused product to saleable condition, including damage in shipping and missing parts may be charged to the dealer. No merchandise older than 3 months from the date of purchase can be returned.

Product Supply Terms

As an Xpedition Archery authorized dealer, you may only sell Xpedition Archery products to end users. You may not redistribute our products to other sellers, including other authorized Xpedition Archery dealers without prior approval from Xpedition Archery.

Dealers must maintain adequate levels of Xpedition Archery products at all times in their retail stores to ensure there is always an onsite product presence to meet customer demand.

Xpedition dealers must provide adequate customer service and be open for business a reasonable number of hours per week to provide appropriate customer service. Business hours must be posted on building exterior.

Change in Ownership or Location

The opportunity to do business with Xpedition Archery does not automatically continue with a change of location, ownership or management of a retail store and such change is subject to Xpedition Archery prior approval. If ownership of your business changes this agreement will terminate and we will issue a new dealer application to the new ownership for review and approval. If your location or management changes, this agreement will terminate unless the change is approved in writing by Xpedition Archery.

Protected Territory

Once a dealer achieves Level 3 Dealer status they have the opportunity to obtain a protected territory. This territory is determined by dealer volume, geographic location and population within a determined radius. This determination is on a case by case basis and at the sole discretion of Xpedition Archery.

I have read and agree to the above dealer agreement:

Authorized Signature

Print Name

Date

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