

## VISTA OUTDOOR GENERAL TERMS AND CONDITIONS OF SALE

**General Provisions (effective 8/16/2018); These terms and conditions are subject to change. Please confirm and request the most recent version of this document.**

**1. Definitions:** The following definitions apply unless otherwise indicated: (a) "Buyer" means the legal entity contracting with Seller; (b) "Seller" means the legal entity contracting with Buyer, which may include Vista Outdoor Sales LLC, Bushnell Holdings, Inc., Bell Sports, Inc., CamelBak Products, LLC, Federal Cartridge Company, Logan Outdoor Products, LLC dba Camp Chef, Night Optics USA Inc., Gold Tip LLC, Primos, Inc., Savage Arms, Inc., Savage Range Systems, Inc., Eagle Industries Unlimited Inc. or any other affiliate of Vista Outdoor Inc.; (c) "Agreement" means these Terms & Conditions of sale, any related POs, any related written and executed distribution, dealer or other sales agreements including addenda, attachments or exhibits thereto (e.g., Internet Sales Addendum, Supplier Code of Conduct, etc.); (d) "Goods" is defined by the uniform commercial code ("UCC") and also includes the products, supplies, parts, assemblies, technical data, drawings, services or other items furnished by Seller to Buyer including raw materials, components, and intermediate assemblies of such items, if applicable; and (e) "PO" means a purchase order or other document issued by Buyer reflecting a request to purchase certain Goods and/or Services from Seller.

**2. Acceptance of Purchase Orders:** Seller will accept and fill POs for Goods based on product availability (both quantity and delivery schedule). Submitting a PO to Seller does not guarantee, nor does it commit Seller to deliver Goods in the requested quantity or on the requested delivery date. Seller will accept Buyer's POs and sell Goods only under the terms and conditions reflected in this Agreement and as expressly provided in Paragraph 3 below. In addition, Seller may partially accept a PO, if only certain Goods are available. Seller shall accept Buyer's PO only by (1) providing Seller's written acknowledgment/confirmation that it will fulfill the PO, either in part or in full (e.g., identifying the specific Goods, quantity and delivery schedule), as executed by Seller's authorized representative, or (2) by delivering some or all of the Goods requested, with the exception that partial performance of a PO is not deemed to be acceptance of the entire PO. Seller will only be deemed to have accepted that portion of the PO that is delivered. Seller reserves the right to discontinue part numbers, to modify the designs and specifications of Goods and to otherwise modify, alter or discontinue the Goods at any time without advance notice to Buyer.

**3. Terms and Conditions of Sale:** As a condition of Seller's acceptance of any PO or offer by Buyer to purchase, and as a condition of any sale of Goods and/or Services, Buyer agrees that such sale shall be governed by and expressly limited to the terms and conditions in this Agreement, as defined above. Any variation to these terms and conditions must be agreed to in advance, in writing and signed by authorized representatives of both parties. Buyer cannot unilaterally change or modify this Agreement by referencing a prior offer or by including any counteroffer and/or any additional or conflicting terms in Buyer's PO or any other unilaterally issued Buyer document. Any unilateral changes added to any PO, order request or order confirmation are hereby expressly objected to and rejected by Seller, and shall not be deemed to modify this Agreement or be a part of any resulting order.

**4. Payment and Price:** Unless otherwise agreed in writing by Seller's finance/credit department, all sales are cash in advance and shall be paid in U.S. dollars. Seller has the right to change the price of Goods. Prices exclude all applicable taxes. Prices shall also exclude any amounts due for import and export licenses and permits, customs charges and duties, and penalties. Buyer is responsible for all taxes, assessments, or duties which may be imposed upon the Goods, including for any shipment, installation, or sale. Any change in price shall apply going forward to all POs issued after the effective date of the price change and to all Goods from POs, or any portion thereof, previously issued but not accepted or not delivered, if Buyer will have the right to terminate any previously-issued POs before the effective date of the price change upon written notice to Seller.

**5. Late Payments:** In the event Seller extends credit to Buyer, Buyer shall pay invoices on time, when due. Buyer fails to make payments when due, Seller may, within its discretion, take any of the following actions: (a) assess a late payment charge on all outstanding balances, at a rate equal to one and one-half percent (1.5%) per month on all past due balances, or at the highest rate permitted by law, from the date due until paid in full; (b) change the payment terms to cash-in-advance and change or eliminate any credit, in Seller's sole discretion; (c) recover Seller's cost of collection, including all costs, expenses and reasonable attorneys' fees (including, without limitation, at trial and on appeal) incurred to collect past due payments; (d) charge Buyer for any bank

fees Seller incurs as a result of any refused check or any payment made without sufficient funds, and charge an additional fee of two percent (2%) or the equivalent of twenty-five (25) dollars (or other currency, if applicable); (e) remove temporarily or eliminate entitlements to any discounts, rebates or special pricing programs if any amount is past due or remains unpaid; discounts, rebates and special pricing programs are void if any amounts due are not paid in full; (f) require immediate payment, upon demand, of any past due amounts; and/or (g) place Buyer's account on hold and exercise its right to not ship or delay shipping any Goods on order, regardless if Seller has or has not accepted the PO, until Buyer's account is brought current or Buyer and Seller agree otherwise. In such case, Seller shall not be liable in any way to Buyer if it exercises its right to stop or delay delivery of Goods due to Buyer's failure to pay.

**6. Delivery Terms / Risk of Loss / Title:** Unless otherwise agreed to in writing by Seller, Seller shall deliver the Goods to Buyer FOB Origin (named port) or FCA Origin (named place of delivery) ("Delivery"), shipping prepaid where applicable or as otherwise agreed. Risk of loss and title to Goods shall transfer to Buyer upon Delivery. Seller will strive to meet the requirements of Buyer's delivery schedule. Seller reserves the right to make partial or early deliveries. At Buyer's request, Seller may assist in securing transportation to the ultimate destination, but such assistance shall not modify the above or any specifically quoted delivery terms or transfer risk of loss during transportation to Seller. If Seller is requested to arrange or is involved in the selection of the freight carriers and the routing of shipments, then such decisions are within Seller's discretion, unless otherwise instructed or agreed.

Seller shall not be liable for any damages resulting from a delay in Delivery. Unless otherwise agreed, Delivery dates are targets. Buyer's sole remedy for a delay in the Delivery of Goods is termination of that part of the accepted PO that was not delivered within thirty (30) days of the last stated Delivery date. If Delivery of the Goods or Services is delayed at the request or due to the fault of Buyer, and if the Goods are required to be stored by a third-party or stored at Seller's location longer than thirty (30) days, then Buyer shall bear the expense and risk of loss of such Goods, and to the extent Services are required after such delay, the performance of such Services will be subject to Seller's availability and may be subject to a price increase.

**7. Security Interest:** In the event Seller extends credit, then Buyer grants a security interest in all Goods, all additions and accessions thereto, all replacement Goods and all proceeds thereof to secure payment of Buyer's obligations. Buyer authorizes Seller to file financing statements pursuant to the Uniform Commercial Code to perfect Seller's security interest in the Goods.

**8. Force Majeure:** Seller shall not be liable for any failure to meet its obligations hereunder, due in whole or in part, directly or indirectly, to a Force Majeure event. A Force Majeure event includes, but is not limited to: fire; flood; accident; riot; war; government interference or regulations including but not limited to those that may impact Seller's suppliers (e.g., loss of facility use privileges at government-owned facilities); rationing, allocations or embargoes; strikes or shortage of labor; delays in delivery or inability to deliver by Seller's suppliers; equipment breakages, failures or other limitations; sovereign acts, transportation delays and other causes beyond the control of Seller.

If applicable, with respect to Seller's sales of any Goods outside of the United States under the terms of this Agreement, Seller will use commercially reasonable efforts to obtain any necessary export licenses or approvals from the United States Government, to export the Goods. If, however, Seller is unable to secure the legally required export licenses or approvals, then such will be treated as an event of Force Majeure and either Buyer and/or Seller may terminate the PO without any liability. In such case, Seller shall refund Buyer for any amounts pre-paid in advance.

**9. Inspection and Acceptance:** Buyer shall inspect the delivered Goods and (i) report to Seller any damage to Goods that occurred in transit (in addition to submitting a claim to the responsible freight carrier and any insurer, if applicable, or assisting Seller to submit such claim) and (ii) reject any Goods and/or Services within ten (10) days of Delivery or the Goods and/or Services shall be deemed irrevocably accepted and any claims shall be deemed waived except as provided in paragraph 12 of this Agreement.

**10. Returns:** Prior authorization from Seller is required for any returns, for any reason. Contact Seller or Seller's customer service department for prior authorization and for any forms or procedure that must be followed. The following terms apply:

- (i) Special orders, discontinued items and closeout Goods: cannot be returned and are non-refundable.

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- (ii) **Non-conforming or defective Goods:** should be returned separately (or at least separated from other returns in the same shipment). Seller shall provide a statement describing the defect and proof of freight costs to return the defective Goods. Any Goods under Warranty must be submitted in accordance with any specific directions provided in the Warranty or as directed by Seller. Seller shall determine in its sole discretion whether Goods are defective or covered by any Warranty. If the defect is substantiated, Seller will issue a credit for the defective Good(s) reflecting the invoiced price, net of any applicable discounts, rebates and special pricing (if any), plus actual freight costs. Seller will not issue a credit for Goods that it does not determine to be defective.
- (iii) **Return to Stock:** Other requests to return Goods to stock must be received by Seller within ten (10) days of Buyer's receipt of the Goods. Buyer must provide an invoice or shipping number, and the Goods must be returned in the same new, salable condition as when it was shipped. Unless otherwise agreed by Seller, all return freight charges will be paid by Buyer. In addition, a twenty-five percent (25%) restocking fee will apply, unless the return is due to Seller's error. If the return is a result of Seller error, Seller will also issue credit for the actual costs of the return freight, if Buyer provides a copy of the freight bill.

For any returns of Goods, Seller, when appropriate, will credit Buyer's account. Buyer is not entitled to unilaterally off-set the value of any returned Goods against any amounts due to Seller, without Seller's express written consent.

**11. Indemnification:** Seller shall defend, indemnify and hold Buyer harmless from damages, expenses, costs, post-notification attorneys' fees and other losses arising out of any third-party claim, but only for a claim, and only to the extent, that the claim alleges a defect in the Goods or arises out of Seller's sole failure to comply with Laws. Seller shall not indemnify Buyer for any claim that, in whole or in part, arises out of or relates to Buyer's act (negligent, intentional or willful) or omission. Buyer shall defend, indemnify and hold harmless Seller from all damages, expenses, costs, post-notification attorneys' fees and other losses arising out of any third-party claim that, in whole or in part, arises out of or relates to Buyer's act (negligent, intentional or willful) or omission as it relates to the Goods, Buyers incorporation of the Goods into another product or Buyer's failure to comply with Laws. Either party seeking indemnification under this paragraph shall promptly notify the other party of the claim, but any delayed notification shall not affect the indemnifying party's obligations except to the extent that the delay causes prejudice to the indemnifying party.

**12. Limited Warranty and Exclusive Remedy:** Seller's sole warranty is that it shall honor the terms of any express grant of a warranty provided with the Good(s) and any that may be implied by law, as a matter of law, in each state within the United States, and its territories, to an End User of Goods (Warranty), sold by Buyer. If Seller's Goods are authorized by Seller, in writing, to be sold outside of the United States through authorized channels, then Seller shall also honor the Warranty on Goods, and those warranties that may be implied by the laws of the country into which the Goods are sold. Such Warranty extends to the End User and not the Buyer. Any misuse, alteration, repair or attempt to alter or repair Goods by anyone other than Seller, or an entity expressly authorized by Seller, shall void all warranties. Seller's sole liability and the exclusive remedy will be to honor the Warranty, if valid. At Seller's option, it may elect to repair or replace the Goods or refund the purchase price paid by the Buyer for Goods deemed defective by Seller. The foregoing shall be Buyer's sole and exclusive remedy whether in contract, tort, or otherwise. SELLER MAKES NO SEPARATE WARRANTY TO BUYER. THE WARRANTY SET FORTH IN THIS SECTION 12 IS IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, AND SELLER DOES NOT MAKE ANY, AND HEREBY EXPRESSLY DISCLAIMS ALL, OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, TITLE, WORKMANSHIP, AND FITNESS FOR A PARTICULAR PURPOSE.

**13. Limitation on Liability:** EXCEPT AS PROVIDED IN HEREIN, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EXPECTATION OR GOODWILL)

WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, WARRANTY OR ANY OTHER BASIS UNDER, AS A RESULT OF, OR ASSOCIATED WITH, THIS AGREEMENT, ANY PURCHASE ORDER, THE PERFORMANCE UNDER ANY PURCHASE ORDER, OR THE GOODS AND/OR SERVICES PROVIDED, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, AND IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY BUYER FOR THE GOODS OR SERVICES AT ISSUE, PURCHASED UNDER THIS AGREEMENT.

This limitation of liability shall not apply to either Party's indemnification obligations under this Agreement or to any breaches by Buyer of its confidentiality obligation, its infringement or mis-use of Seller's Intellectual Property, failure to comply with any Law or any amounts owed by Buyer for the Goods (e.g., outstanding payments, interest, bank fees, legal fees, etc.).

**14. Termination:** Except as provided in this Agreement, Buyer cannot cancel, revoke or terminate a PO accepted by Seller. Seller may cancel any accepted PO, and the sole and exclusive remedy will be a refund of any cash paid in advance or any payments made against the PO, provided Buyer is not indebted to Seller.

**15. Confidential and Proprietary Information:** All information including, but not limited to price lists, Goods-related strategy, drawings, prints, publications, specifications, processes, manufacturing techniques, software products and programs (in object code or any other form) and other intellectual property, obtained by Buyer from Seller prior to and during the performance of this Agreement which is identified as proprietary or confidential by Seller shall be received in confidence by Buyer and shall remain the property of Seller. Seller's price lists or agreed pricing for Goods is considered confidential. Such information shall not be reproduced, used, or disclosed to any third party by Buyer without the prior written consent of Seller.

**16. Re-sale only in the United States:** As a condition of sale, Buyer represents and warrants that the Goods it purchases under this Agreement shall only be offered for resale to end-users (if Buyer is a Dealer) and only to authorized resellers/dealers (if Buyer is a Distributor/reseller), in the United States. Buyer represents and warrants that it shall not offer, sell or transfer any Goods purchased under this Agreement outside of the United States. Buyer also represents that it is not, and will not, sell Goods to dealers or resellers who it knows, or has reason to know, will offer for sale, sell or transfer Goods outside of the United States. Buyer must seek separate, written approval from Seller to sell any Goods outside of the United States.

**17. Export Control:** Goods sold by Seller to Buyer under this Agreement may be subject to U.S. export control laws such as ITAR and EAR ("Export Control Laws"). In addition, the sale or transfer of Goods, and its related technology, to certain individuals, businesses or entities may be subject to U.S. and international Trade Sanctions laws ("Trade Sanctions"). Buyer represents that it shall comply with all applicable Export Control Laws and Trade Sanctions. Buyer represents and warrants it is responsible to, and does in fact, understand that it shall only use, export, re-export, resale, release or transfer Goods and data or technology related to export-controlled Goods in compliance with such laws. Buyer shall notify Seller and secure the appropriate licenses, if legally required, prior to exporting, re-exporting, reselling, releasing or otherwise transferring such Goods and/or technology. Seller may terminate any PO, or any sale hereunder, immediately for cause if it knows or, in its unilateral discretion, has reason to believe that Buyer has or may have violated any Export Control Laws or Trade Sanctions. Buyer shall defend, indemnify and hold Seller harmless from any liability resulting from Buyer's breach of this paragraph and/or its violation of any Export Control and Trade Sanctions Laws.

**18. Choice of Law:** This Agreement, any PO between the parties and any dispute arising out of either will be governed by and construed in accordance with the laws of the state in which the named Seller under this Agreement has its principal place of business, without resort to such state's conflict of law rules. The parties expressly waive application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. Any action at law, suit in equity, or judicial proceeding of any kind arising directly, indirectly, out of, related to or from this Agreement, PO or the relationship between the parties shall be litigated in a court of competent jurisdiction.

**19. Waiver:** The failure of Seller to enforce any applicable provision of these terms and conditions, or to require Buyer's performance of any provision or obligation hereof, shall in no way be construed to be a waiver of such provision, nor in any way

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effect the validity of this Agreement or any part hereof, or the right of Seller thereafter to enforce each provision.

**20. Assignment:** Buyer may not assign, in whole or in part, its rights, duties or obligations under this Agreement without the prior written consent of Seller. Any attempted assignment or delegation without such consent shall be void. Notwithstanding the above, Seller may assign this Agreement and related PO to an affiliate, subsidiary or related party in the event of an internal merger or consolidation, with notice, and in the event of a sale of the business related to this Agreement or PO, Seller may also assign its rights to payments due or to become due hereunder.

**21. Severability:** If any provision of these terms and conditions is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected.

**22. Offsets:** Unless otherwise expressly agreed by Seller in writing, Seller accepts no liability for offsets, countertrade, co-production or other trade conditions of sale.

**23. Buyer's Compliance with Laws:** Buyer represents and warrants that its purchase, possession, distribution and resale of the Goods shall comply with all applicable laws, including any applicable federal, state, local or international laws, statutes, regulations, ordinances, and treaties (collectively, "Laws") and Buyer will otherwise comply with all Laws, including, but not limited to, Laws related to the collection, transfer and use of personal information and payment card data and the US Foreign Corrupt Practices Act. For CPSIA certifications, SDSs and other regulatory information, see <https://vistaoutdoor.com/compliancecertificates/>. Online and catalog resellers visit [www.vistaoutdoor.com/california-prop-65/](http://www.vistaoutdoor.com/california-prop-65/) for warning requirements.

**24. Intellectual Property Rights:** Seller owns the exclusive right, title and interest in and to any and all inventions, patents, patent applications, works of authorship, copyrights, trademarks, service marks, trade names, trade dress, trade secrets, design rights, logos, commercial symbols, registrations, applications, domain names and any other intellectual property and proprietary rights anywhere in the world pertaining to the Goods, its products, packaging, labeling, advertising and promotional materials used for and/or relating to the Goods (collectively, "Intellectual Property"). In consideration for Buyer's agreement to comply with the terms of this Agreement (and during any agreed term that may apply), Buyer agrees that it shall not impair any such right, title and interest, and that all use of the Intellectual Property by Buyer, and all goodwill resulting from any use of the Intellectual Property, shall inure solely to the benefit of, and be on behalf of, Seller. Except for the express, limited trademark license granted below, Buyer shall acquire no rights whatsoever in or to Seller's Intellectual Property. If Buyer does acquire any right, title, or interest in or to any Intellectual Property, Buyer hereby assigns, transfers, and conveys all such rights, title, and interest, free of charge to the Seller.

a. **Limited License of Trademark:** Seller grants to Buyer a non-exclusive, non-transferable, non-assignable, non-sub licensable, royalty-free right to use, the tradename, logo and other trademarks (collectively, the "Trademarks") of the Seller and the Goods, solely in the United States (or any other country or territory as expressly agreed in writing) to promote and sell the Goods in the United States and only through authorized resale channels, in accordance with the terms and conditions of this Agreement. Buyer shall use such Trademarks in accordance with any brand standards or guides that may be available to and/or communicated to Buyer from time to time.

b. **Appropriate Trademark Use:**

- i. Buyer shall not promote, offer, or sell any specific Good(s), and shall not use any Trademark for the promotion, offer, or sale of any specific Good(s), if the Good(s), its packaging, or any of Seller's Trademarks thereon have been modified, altered, damaged or degraded.
- ii. Buyer shall not register or attempt to register the Trademarks in any jurisdiction without the prior written permission of an officer or executive of the Seller.
- iii. Buyer shall not adopt or attempt to register any of the Trademarks or any trademark, service mark, trade dress, or trade name that is confusingly

similar to any Trademarks or other mark of Seller, whether owned by Seller, its parents or its subsidiaries, or any translation or transliteration thereof, anywhere in the world.

iv. Buyer shall assist Seller in protecting Seller's Intellectual Property and ensuring the proper use of its Trademarks by Buyer and its authorized resellers.

v. Buyer shall promptly inform Seller of any action or conduct of any person which may infringe upon any of Seller's Intellectual Property rights. Seller shall have the sole discretion whether to take legal action against any such infringement. Any damages or other monies recovered because of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to Seller. Buyer shall cooperate fully with Seller on any legal action taken by Seller with regard to any such infringement.

c. **Scope of use:** Buyer may use the Trademarks only to identify Buyer as an authorized reseller, dealer or distributor of Seller's Goods and for marketing, promoting and selling authorized Goods, in the United States and only through authorized resale channels. Use outside the United States must be agreed, in writing, in advance. It is Buyer's obligation to confirm that it is authorized to sell Goods through various trade channels and on-line (e.g., Amazon, EBay and other third-party platforms).

d. **No warranty:** Seller makes no representation or warranty as to the validity or enforceability of the Trademarks and as to non-infringement of any Intellectual Property or contractual rights of third parties in the Territory. If Buyer becomes aware of any issue related to Seller's Trademarks or Intellectual Property, Buyer shall promptly notify Seller.

e. **Termination:** Upon expiration or termination of this Agreement, Buyer shall immediately (i) cease and desist using any Trademark and (ii) return to Seller all embodiments of such Intellectual Property and any other materials of Seller. If Buyer is authorized to sell its remaining inventory post-expiration/termination, then Buyer may continue to use the Trademarks solely for that purpose and only for the agreed upon time.

**25. Entire Agreement; No Third party Beneficiaries:** These Terms & Conditions of sale, any related POs, any related written and executed distribution, dealer or other sales agreements including addenda, attachments or exhibits thereto (e.g., Internet Sales Addendum, Supplier Code of Conduct, etc.) represents the entire Agreement (as defined above) between Buyer and Seller pertaining to the subject matter herein and shall supersede all prior oral and/or written agreements, proposals, communications and documents. This Agreement may only be modified or amended by a written agreement that specifically references this Agreement and is signed by an authorized representative of Seller. This Agreement is for the sole benefit of Buyer and Seller, and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature, whatsoever.

**26. Material Breach:** Seller considers Buyer's compliance with the following paragraphs to be material to its decision and agreement to sell Goods to Buyer: paragraphs 3, 4, 5, 7, 15, 16, 17, 23 and 24. In the event that Buyer fails to comply with any of these terms, and fails to provide a response or cure satisfactory to Seller within 15 days of receiving notice that Buyer is in breach, then Seller shall have the right to terminate any pending PO(s), terminate any related agreement (e.g., dealer, distributor, or other customer agreement), close or put Buyer's account on hold – all without liability to Seller -- and pursue any other remedy available to it at law, in any court of competent jurisdiction.