

Acceptance~ Acceptance of an order is subject to credit approval. Credit may be established upon acceptance of satisfactory credit information, including a completed and signed credit application. Seller shall have sole discretion to approve or reject the credit of the Buyer. This sale is not binding until Seller's acceptance of the order at Seller's Gulf Breeze, Florida office.

Payment Terms~Net thirty (30) days from date of invoice. Failure to make payment within thirty (30) days of the date of invoice shall cause interest to accrue from the date of invoice at a rate of 1.5% per month (18% per annum), compounded monthly, until the entire amount outstanding is paid in full. Payments received will be applied first to legal costs and expenses (see below), then to accrued interest, and lastly to any outstanding principal amount. In the event that Seller is required to take any legal action to be paid under this contract, including the filing of litigation against Buyer or the preparation of any written demand by an attorney, all legal costs and counsel fees incurred by Seller shall be added to the outstanding amount owed by the Buyer under this contract. Buyer agrees that counsel fees shall equal the amount paid by Seller to its counsel at its counsel's normal hourly rates or 15% of the outstanding amount (including interest) presented to its counsel for collection, whichever amount is greater.

Prices~All quotations are subject to change without notice. Prices do not include any applicable sales, use, excise or any other tax. Any applicable taxes will be added to the prices at time of invoicing, and Buyer agrees to pay the same. Buyers who are exempt from taxes will furnish valid certificates of exemption at the time of order.

Cancellation or Changes~Cancellations are subject to manufacturer's and Seller's approval. Changes of an order can be made up to the time of Seller's scheduling period. Any changes beyond that date must be approved in writing by the Seller. Buyer is responsible for payment of all charges incurred as a result of any changes or cancellations. All merchandise and stock may be returned only with written authority of Seller and is subject to a minimum restocking charge of 20% of the purchase price of the goods plus all freight and handling expenses.

Delivery during Normal Business Hours~Delivery will be made during normal business hours. Unless otherwise written on this form, Seller does not guarantee or promise delivery by any date certain, only that Seller will deliver goods within a commercially reasonable time.

Damage and Buyer's Risk of Loss~Unless specified elsewhere in this contract, prices quoted in this contract do not include the cost of shipping goods from Seller's warehouse to Buyer. After merchandise leaves Seller's warehouse, any loss or damage to the merchandise for any reason shall be the Buyer's responsibility, and Buyer agrees to hold Seller harmless for any such loss or damage to goods. Notwithstanding any other terms or provisions of this contract, Buyer shall bear all risk of loss, deterioration or damage to the goods, regardless of whether such goods are lost or damaged within Buyer's warehouse or elsewhere. Seller recommends that Buyer obtain appropriate insurance to avoid the consequences of such loss, deterioration or damage to the goods.

Force Majeure~The Seller shall not be responsible for delay, non delivery or default in shipment in whole or in part if occasioned by strikes, war, riot or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or non delivery or delays through fire, floods, droughts, accidents, insurrections, lockouts, breakdowns of machinery, commandeering of vessels carrying goods, or from loss or damage in transit, or detention or delay of vessel, resulting directly or indirectly from an act of God, perils of the sea, stoppage of labor, shortage of cars, or by refusal of any necessary license or government restrictions or by any other unavoidable cause at any stage of the manufacture or transit of the goods beyond the Seller's control, and in no case shall the Seller be responsible after delivery of the goods in good order and condition to the carrier or carriers at any point of shipment.

Insolvency of the Buyer~If (a) Buyer commences a case under the United States Bankruptcy Code or any state insolvency, reorganization, moratorium or other similar statute, (b) Buyer acquiesces in or consents to any involuntary bankruptcy, insolvency, reorganization, moratorium or other similar proceeding or fails to obtain the dismissal of the same within sixty days after filing, (c) Buyer makes an assignment for the benefit of creditors, (d) a receiver, trustee, custodian or other official is appointed for the Buyer or any of its assets, or (e) Buyer becomes insolvent or admits its inability to pay its debts as they become due, then Seller may forthwith terminate this agreement upon written notice thereof to the Buyer. Such termination shall not prejudice the Seller's right to any amounts then due under this contract.

Price Increase-Notice~The Seller may, upon ten (10) days' written notice to the Buyer, increase the selling price of the goods described in this agreement. Unless the Buyer notifies the Seller in writing within this ten (10) day period that Buyer does not consent to the price increase, then Buyer shall be liable for the increased price for all goods shipped after such ten (10) day period expires. Upon Seller's receipt of Buyer's written notice that Buyer does not consent to the price increase, Seller shall have the right to cancel this contract by written notice sent to Buyer within ten (10) days of Seller's receipt of Buyer's notice.

Entire Agreement and Seller's Terms and Conditions Shall Control~This form constitutes the entire agreement between the parties and may not be modified except by writing signed by the authorized representatives of the parties. Seller shall be obligated to perform only in accordance with the terms and conditions of the form, and any terms and conditions proposed in your proposal, purchase order, acceptance, acknowledgement, transmittal or elsewhere which are different from, conflict with or add to the provisions shown in this form shall be deemed to be material alterations of the terms of the contract and are hereby objected to and rejected by Seller. By accepting goods which are described in this document or paying any amount owed under the terms of this document, Buyer acknowledges and agrees that the terms and conditions which govern this transactions are as set forth in the writings originated by the Seller, and that any terms or conditions contained in any document prepared by the Buyer which are different from, conflict with or add to the Seller's terms and conditions shall be deemed to be material alterations of the terms of this contract and are hereby objected to and rejected by Seller.

Acceptance/Rejection of Goods by Buyer~Upon Buyer's receipt of a sample of the goods to be shipped by Seller or the first installment of goods being shipped from Seller to Buyer (whichever is earlier), Buyer shall have seven (7) days in which to inspect and accept or reject the goods. Buyer's rejection of the goods must be communicated in writing and must specify all of Buyer's reasons for the rejection. Buyer's written rejection must be received by Seller within seven (7) days of Buyer's receipt of a sample or the first installment of goods being shipped from Seller to Buyer (whichever is earlier). Any goods rejected by Buyer are subject to the charges described elsewhere in this document relating to "Cancellation and Charges", including a minimum 20% restocking fee plus freight and handling costs. If Buyer fails to notify Seller of Buyer's rejection of the goods in writing and time period set forth above, Buyer shall be deemed to have waived all rights and remedies under the Uniform Commercial Code, including the right to reject the goods, and shall be deemed to have accepted the goods.

Limitation of Liability and Warranties~Seller warrants all merchandise to be from defects in material and workmanship. This warranty is limited to defective parts and merchandise. All manufacturers' defects must be reported to Seller in writing within seven (7) days of Buyer's receipt of the goods. Other than the warranty set forth above, Seller makes no warranty of merchantability or of fitness for any particular purpose and makes no express or implied warranties in selling the products described herein. A Buyer's recovery for damages resulting from any and all causes whatsoever, including, but not limited to, breach of contract, breach of warranty, negligence, or strict product liability, will be limited exclusively to the replacement of the products with respect to which losses or damages are claimed or to a refund of any purchase price paid for the products. In no event will Seller be liable to any Buyer or User of the products for incidental or consequential damages or for any other damages to the property or person of the Buyer or User.

Suggested Pricing and Distribution~Survival Optics suggests that you adhere to Manufacturer's Suggested Retail Price ("M.S.R.P.") when selling Survival Optic's products. Survival Optics further suggests that you not resell Survival Optics products to any other person other than an end user or consumer, and specifically, that buyer not resell Survival Optics Products to other retailers, distributors or suppliers. Notwithstanding anything else in this Agreement, Survival Optics reserves the right to terminate its relationship with buyer and cancel any outstanding orders should Survival Optics determine, at any time and in its sole discretion, that buyer isn't adhering to these suggestions.

Controlling Law/Jurisdiction~This agreement shall be governed and interpreted according to the laws of the State of Florida. The Buyer and the Seller agree that this contract was negotiated and accepted in the State of Florida and that all disputes and claims of any type whatsoever relating to or arising out of this contract or the goods being purchased under this contract must be filed first in a state or Federal court within the State of Florida. Only after a state or Federal court within the State of Florida has rejected the claim or dispute for lack of jurisdiction or improper venue may the claim or dispute be pursued in another jurisdiction.

Third Parties~Nothing contained in this contract shall be construed to give any rights or benefits to anyone other than the Buyer and the Seller. All duties and responsibilities undertaken pursuant to this contract shall be for the sole and exclusive benefit of the parties to this contract and not for the benefit of any other party.

Display Cases Ordered by Buyer~Enclosed with your order Seller has sold or provided one or more SOS display cases to assist you in promotion and merchandising of Seller's product to retail customers. The use of SOS display cases is only intended for SOS products. No other product line may be displayed in SOS display cases. You understand and agree that these display cases are the design property of Survival Optics and Survival Optics will allow the Buyer use of these display cases as long as the Seller continues to buy and sell Seller's products. Survival Optics retains the right to recall SOS display cases if the above conditions are not met. Return of the display cases to Survival Optics shall be at buyers expense and must be shipped with appropriate insurance against all risks of loss or damage.

I Accept Sellers Terms & Conditions Stated Above: _____ .