



TACTIC ENTERPRISE DEALER AGREEMENT

This Agreement between Tactic Enterprise LLC, herein after ("TACTIC") and _____ herein after ("Dealer") applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "Product(s)") directly from TACTIC or any of its subsidiaries or affiliates).

Acceptance and Payment Terms:

Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. Orders are deemed accepted only when fulfilled. TACTIC prices and specifications are subject to change without notice. TACTIC shall confirm order and pricing prior to payment and shipment. Payment is due at the time stated in the invoice or when Product is shipped.

Shipping and Title:

TACTIC will arrange to ship Products. Risk of Loss to Products passes to Dealer when TACTIC delivers Products to a designated shipper. A designated shipper will deliver Products to the address specified by Dealer. Dealer must notify TACTIC of damaged or missing items from any order within ten (10) days after receipt of the Products. Title to the Products passes to Dealer only after payment and delivery.

Return Policy:

Dealer may return Products only within 15 days after receipt. Once Dealer notifies TACTIC of its intention to return Products or cancel services, Dealer will be advised of TACTIC return procedures. Dealer must return Products within 7 days after receipt of all authorizations and return materials from TACTIC. TACTIC will refund the original purchase price of Products and unperformed services, subject to the provisions below: ORIGINAL SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES ARE CONSIDERED SERVICES ALREADY CONSUMED AND ARE THEREFORE, NOT REFUNDABLE. DEALER IS RESPONSIBLE FOR PROPERLY PACKAGING PRODUCTS TO BE RETURNED AND FOR DELIVERING THE PRODUCTS TO THE COMMON CARRIER DESIGNATED BY TACTIC ENTERPRISE LLC DEALER IS RESPONSIBLE FOR ANY DAMAGE TO PRODUCTS DURING RETURN SHIPMENTS AS WELL AS RETURN SHIPPING COSTS.

WARNING:

DEALER AGREES TO READ AND ADHERE TO ALL SAFETY WARNINGS CONTAINED IN THE OPERATOR'S MANUAL. IF PURCHASING THE PRODUCTS FOR RESALE, DEALER AGREES TO WARN THE PURCHASER OF THE PRODUCTS TO READ SUCH WARNINGS AND TO TRANSFER THE OPERATORS ' MANUAL TO THE PURCHASER WITH THE PRODUCTS.

LIMITED WARRANTY:

TACTIC OBLIGATIONS WITH RESPECT TO THE PRODUCTS ARE STRICTLY LIMITED TO THE TACTIC LIMITED WARRANTY AGREEMENT (THE "WARRANTY") LOCATED IN THE OPERATORS' MANUAL FOR THE PRODUCTS. THE WARRANTY CONTAINS THE ONLY WARRANTIES MADE BY TACTIC. DEALER HEREBY EXPRESSLY WAIVES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEALER AGREES TO COOPERATE FULLY WITH TACTIC IN CARRYING OUT TACTIC'S WARRANTY BY PROMPTLY NOTIFYING TACTIC OF ANY WARRANTY ISSUES, IN ACCORDANCE WITH PROCEDURES WHICH MAY BE SPECIFIED IN WRITING BY TACTIC FROM TIME TO TIME.



Modifications:

Dealer will not modify any of the Products without specific written permission of TACTIC. Any modifications to the Products by Dealer will fall outside the Warranty and will be the sole responsibility of the Dealer. Any modification to TACTIC products voids the product's WARRANTY.

Limitations of Liability.

TACTIC shall not be liable for and dealer shall defend, indemnify and hold TACTIC harmless from any damage or injury which results from the improper use of the products, modifications to the products, illegal use of the products, or failure to follow the warnings contained in the operator's manual for the products.

Legal Sale and Use:

If purchasing the Products for resale, Dealer agrees to sell the Products only in accordance with all applicable local, state, and federal laws and regulations. If purchasing the Products for Dealer's own use, Dealer agrees to use the Products only in accordance with all applicable local, state, and federal laws and regulations.

Export Restrictions:

Dealer agrees not to export the Products outside the United States without written approval from TACTIC and the U.S. Government.

Price:

Dealer agrees that it will not advertise the Products in any printed or electronic media, or on the internet for less than the Manufacturer's Suggested Retail Price in effect at the time of advertisement. Dealer recognizes that TACTIC product cost and pricing information is Confidential and is Proprietary Information of TACTIC. Dealer agrees to hold such information in confidence, not disclose such information to any person or entity without the express written consent of TACTIC, and not make any use whatsoever of such information, except as expressly permitted under this Agreement. Dealer violations of advertising of TACTIC products through any form of communication and/or the internet shall render this Agreement voidable.

2

Trademarks:

TACTIC hereby grants permission to Dealer to display TACTIC trademarks (the "Marks") on or in connection with the offering and sale of Products at Dealer's place of business and otherwise as may be appropriate to market and sell the Products. Dealer acknowledges that TACTIC is the exclusive owner of the Marks and any registrations and applications for the Marks and agrees that it will do nothing inconsistent with TACTIC ownership of the Marks and that all use of the Marks and all goodwill associated therewith shall inure to the benefit of and be on behalf of TACTIC. Dealer also agrees to obtain the prior written approval of TACTIC for the manner in which Dealer displays the Marks at Dealer's place of business, at trade shows, and the like.

No Agency:

This Agreement does not constitute either party as the agent of the other, or create a partnership or joint venture between the parties, and neither party shall have power to obligate or bind the other party in any manner whatsoever.

Applicable Law:

In the event of any dispute hereunder, this Agreement shall be governed by and shall be construed in accordance with the laws of the State of Texas, excluding any conflict of law principles that may require the application of the laws of another jurisdiction. Any disputes hereunder shall be within the exclusive jurisdiction of the state and/or federal courts located within Williamson County, TX, and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein.



General:

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and no modification or waiver shall be effective unless in writing and signed by the party to be charged. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement; and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

Business Name: _____

Business Address: _____

Representative's Name: _____

Rep Email: _____

Rep Phone: _____

3

Signature of Dealer's Representative: _____ Date: _____

Signature of Tactic Enterprise Representative: _____ Date: _____