

OTIS TECHNOLOGY

Terms and Conditions

Acceptance: These terms and conditions apply to all sales by Otis Products, Inc. d/b/a Otis Technology ("Otis") and are in addition to the standard terms and conditions located on the applicable price list and our website (www.otistec.com). If the terms and conditions of Otis differ in any way from the terms and conditions of buyer's order, the terms of Otis shall be construed as a counteroffer and not an acceptance of buyer's conflicting terms and conditions. The terms and conditions of Otis will be the complete and exclusive statement of the terms of agreement between the parties, and buyer's acceptance of goods sold will manifest buyer's acceptance of such terms. **FOR FULL TERMS AND CONDITIONS PLEASE CONTACT 1-800-OTISGUN OR REFER TO APPLICABLE OTIS PRICE LIST.**

Export and Import Laws: Buyer represents that buyer will comply with all applicable export and import laws and regulations, including, but not limited to, the U.S. Arms Export Control Act, the International Traffic in Arms Regulations, and the Export Administration Regulations. Buyer shall not, export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance to any party or foreign person or entity, whether within the U.S. or abroad, without obtaining, in advance, (a) the appropriate U.S. government export authorization, and (b) written approval from Otis.

Sales and Marketing Information: Otis provides, at no charge, approved digital marketing material on its external website: <http://extranet.otistec.com/dealer>. Username: otis_dealer. Password: AlphaBrav0. Buyer agrees to use the most up to date marketing material of Otis.

Warranties: OTIS MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO GOODS SOLD, OTHER THAN THE WARRANTIES OF OTIS LOCATED ON OUR WEBSITE (www.otistec.com). In the event of resale of goods purchased from Otis, Buyer shall include corresponding language in the agreement covering such resale, may not modify Otis warranties and shall make no other representations or warranties concerning the goods sold by Otis.

Returns: 20% restock fee shall apply, product shall not be returned without authorization. Disputes shall be addressed within three (3) week receipt of order. Please contact 1-800-Otisgun for return authorization.

U.S. Consumer Products: Certain Otis products, such as gallon sizes of O85 Ultra Bore may not be sold to individual consumers. Buyer agrees not to re-sell any such products to individual consumers and to include a warning to its customers that such products may not be re-sold to individual consumers. In the event of any doubt as to whether a product purchased is subject to such restrictions, buyer should contact Otis at 1-800-OTISGUN.

No re-sale of individual components for kitting purposes: Buyer agrees not to purchase individual component products from Otis for re-sale as components of a gun cleaning kit. Otis reserves the right to refuse or cancel any orders placed for such purpose.

Risk of Loss: Unless otherwise agreed upon in writing, all sales are FOB Lyons Falls, New York, and buyer shall assume risk of loss to the goods covered hereby upon delivery to the carrier.

Credit: All sales on credit are subject to approval by Otis.

Force Majeure: Otis shall not be liable for any delay in delivery or failure to deliver due to any cause beyond the reasonable control of Otis.

Resale: In the event of resale of any of the goods sold hereunder, in whatever form, it is buyer's responsibility to include the terms of Otis in a conspicuous place in any agreement covering such resale.

Trademarks; Proprietary Rights: Buyer shall have no rights with respect to the trademarks, trade names or trade dress of Otis and buyer shall not use the same without written permission from Otis.

Applicable Law: All questions arising in connection with any sales hereunder, any quotation from Otis, any order submitted to Otis, any dealings with the buyer or otherwise between the parties shall be resolved in accordance with the laws of the State of New York.

OTIS WILL NOT DROP SHIP UNLESS OTHERWISE AGREED UPON IN WRITING.