

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the sale of Goods by LEO Takedown, LLC.

Unless otherwise agreed in a writing between LEO Takedown, LLC, a Georgia limited liability company (“**Seller**”) and purchaser (“**Purchaser**”) these General Terms and Conditions shall govern the sale of goods (“**Goods**”) by Seller to Purchaser. No sales representative or distributor of Seller has authority to alter, vary, or waive any of the terms and conditions stated herein. By placing an order with Seller, Purchaser consents to the General Terms and Conditions set forth below:

1. **COMPLETE AGREEMENT.** This document, together with the invoice presented by Seller, represents the full and final agreement of the parties regarding these General Terms and Conditions. Purchaser understands and agrees that (a) no modification or waiver of these General Terms and Conditions shall be effective unless made by an authorized representative of Seller in writing addressed to Purchaser and specifically referring to these General Terms and Conditions; (b) no course of action or conduct on the part of Seller shall modify these General Terms and Conditions; and (c) Seller’s acceptance of anything in writing from Purchaser which is in conflict with these General Terms and Conditions (including any purchase order forms containing different terms) and any subsequent delivery of goods shall not constitute a modification of these General Terms and Conditions.

2. **TERMS OF PAYMENT.** All sales are made F.O.B. Rome, Georgia and each shipment or delivery shall be considered a separate and independent transaction. The purchase price shall be payable in United States currency in accordance with the terms outlined in the invoice; late payments will bear interest at 1.5%/month. If Seller determines that Purchaser’s financial responsibility has become impaired or otherwise unsatisfactory to Seller, Seller may require advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Purchaser, and may withhold shipments until Purchaser complies. Purchaser bears the risk of loss upon acceptance of shipment by a common carrier or truck man at the place of shipment. Purchaser shall be responsible for shipping costs charged by Seller (if any), insurance, and taxes, and shall bear the risk of loss in shipment. All sales are final. Purchase orders accepted by Seller may be canceled by Purchaser only if agreed to by Seller in writing and upon payment of reasonable charges based upon expenses already incurred and commitments made by Seller.

3. **WARRANTIES AND DISCLAIMER.** Seller warrants good and free title in the Goods. Seller warrants that the Goods will substantially conform to Seller’s published specifications, if any exist; provided, any additions or any alteration to the upper receiver, barrel, frame or external dimensions of the AR-15, M4, M16 or other similar MILSPEC rifle itself or the Goods that is not specifically recommended in writing by Seller and is not performed by a certified or professionally trained gunsmith or armorer will void this warranty. These warranties extend only to Purchaser. Purchaser will examine the Goods promptly after receipt for damage, defects, and non-conformance. Purchaser must give Seller written notice of the existence of each claim involving the Goods (whether based in contract, breach of

warranty, negligence, strict liability, other tort or otherwise) within thirty (30) days after receipt of the Goods forming the basis for the claim. If Purchaser timely notifies Seller of any nonconforming Goods, Seller shall, in its sole discretion, (i) replace such nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith. Purchaser shall ship, at its expense and risk of loss, the nonconforming Goods to Seller’s facility located at Rome, Georgia. If Seller exercises its option to replace nonconforming Goods, Seller shall, after receiving Purchaser’s shipment of nonconforming Goods, ship to Purchaser, at Purchaser’s expense and risk of loss, the replaced Goods to the Delivery Point. For purposes hereof, “**nonconforming Goods**” means only the following: (i) Goods shipped are different than identified in Purchaser’s purchase order; or (ii) Good’s label or packaging incorrectly identifies its contents. A failure by Purchaser to give such notice within the applicable time constraint will constitute an absolute and unconditional waiver of all such claims. EXCEPT AS STATED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO GOODS, EXPRESS OR IMPLIED, RESPECTING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller makes no other warranties extending beyond the description of the Goods, whether used alone or in combination with any other substance or in any process. Any affirmation of fact or promises made by Seller, or samples and/or pictures provided by Seller shall not be deemed to create an express warranty that the Goods shall conform to such affirmation or promise or sample or picture. Any descriptions and samples with respect to Goods offered for sale herein are not warranted by Seller to be accurate or complete. If a model or sample was shown to Purchaser, such model or sample was used merely to illustrate the general type and quality of Goods sold by Seller and not to represent that the Goods would necessarily conform to such model or sample. Any description is for the sole purpose of identifying the Goods and no affirmation, promise, description, sample or model shall be deemed part of the basis of the bargain. The processing of any claims regarding materials and workmanship shall be at the sole discretion of Seller, with Purchaser’s remedy, if any, solely being limited to replacement of the Goods or a refund of the purchase price of the Goods.

4. **LIMITATION OF LIABILITY.** The use and/or misuse of the Goods may result in serious personal injury, death, and/or property damage. The Goods are constructed to fit standard factory equipped AR-15, M4, M16 and similar MILSPEC rifles only. Additions or any alteration to the upper receiver, barrel, frame or external dimensions of the AR-15, M4, M16 or other similar MILSPEC rifle itself or the Goods that is not specifically recommended in writing by Seller may render the Goods unsafe and increase the risk of injury or death. Seller shall not be responsible for any loss or injury resulting from defects or alleged defects in the Goods sold or from the subsequent use of the Goods by Purchaser or a third party. The remedies of

Purchaser set forth herein are exclusive. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

5. **INDEMNIFICATION.** Purchaser hereby agrees to defend, indemnify, and hold Seller, its directors, officers, employees, and other agents and representatives harmless from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations, and expenses, including, but not limited to, attorneys' fees and expenses, incurred or suffered by Seller, its directors, officers, employees, and other agents and representatives by reason of, or in connection with, suits, claims, demands, or actions arising from, by reason of, or in connection with any loss, damage, or injury to person or property, including death, arising from, by reason of, or in connection with the Goods sold hereunder. This indemnification shall survive delivery of the Goods to Purchaser and any subsequent sale or other transfer of the Goods to a third party.

6. **TAXES.** Purchaser is responsible for payment of all applicable state and local taxes or for providing a valid sales tax exemption certificate to Purchaser.

7. **ORDERS.** In the event of Seller's inability, for any reason, to supply the total demands for the Goods specified, Seller may allocate its available supply among any or all customers on such basis as Seller, in its sole and absolute discretion, may deem fair and practical, without liability for any failure of performance which may result therefrom.

8. **VENUE; JURISDICTION.** These General Terms and Conditions and any disputes arising out of the sale of the Goods by Seller shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the choice of law rules of any state. Any action seeking to enforce any provision of, or based on any matter arising out of or in connection with, these General Terms and Conditions or the Goods shall be brought in any state court located in the County of Floyd, State of Georgia, or in the United States District Court, Northern District of Georgia, Rome Division, and Seller and Purchaser hereby consent to the jurisdiction and venue of such court and the appropriate appellate courts therefrom in any such action and irrevocably waive, to the fullest extent permitted by law, any objection that it may now or hereafter

have to the personal jurisdiction and venue of such court and to any claim of inconvenient forum.

9. **MISCELLANEOUS.** The United Nations Convention respecting Contracts for the International Sale of Goods shall not apply to transactions under this contract. In the event of illegality or invalidity of a provision of this contract under the law of a particular jurisdiction, the parties shall deem that provision stricken in its entirety; the balance of these General Terms and Conditions shall remain in full force and effect. The Seller shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached these General Terms and Conditions, for any failure or delay in fulfilling or performing any of these General Terms and Conditions or delivery of Goods when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. These General Terms and Conditions are for the sole benefit of the parties hereto 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 under or by reason of these General Terms and Conditions.