



Phone Montreal: 1.800.671.9963
 Fax Montreal : 1.888.777.6151
 Phone Belgium : 32(0) 69.549.578

Phone Fort Wayne : 1.800.533.4831
 Fax Fort Wayne : 1.260.749.6619
 Phone New Jersey: 800.724.6822
 Fax New Jersey : 856.464.2736

CHECK IF APPLICABLE	
<input type="checkbox"/>	Indoor field
<input type="checkbox"/>	Outdoor field
<input type="checkbox"/>	Scenario game promoter
<input type="checkbox"/>	Paintball retail store
<input type="checkbox"/>	Extreme sports store
<input type="checkbox"/>	Sporting goods/hobby store
<input type="checkbox"/>	Surplus store
<input type="checkbox"/>	Online e-commerce site
<input type="checkbox"/>	Airsoft
<input type="checkbox"/>	PRO-SHOP
<input type="checkbox"/>	OTHER (Please Specify):

NEW DEALER ACCOUNT APPLICATION

Fill in the form completely.

Mandatory fields are marked with ▶ and printed in **Straight Bold font**.

Optional fields are marked in *Regular Cursive font*.

1. PLEASE COMPLETE ALL PERTINENT INFO

URGENT: IMMEDIATE ORDER PENDING! (check if applicable)

COMPANY DETAILS			
NAME	▶ Company Legal name:		<i>D.B.A. "Doing Business As" (if different):</i>
PERSONNEL	▶ Owner #1 full name:		<i>Owner #2 full name:</i>
	<i>Partner(s) names:</i>		<i>Manager(s) (approved to order):</i>
	▶ Accounts payable name:		▶ Accounts payable Email:
PHONES	▶ Main phone:		▶ Accounts payable phone:
	<i>Store phone:</i>	<i>Field phone:</i>	<i>Cell phone:</i>
FAX	<i>Fax number:</i>		
EMAILS	▶ Email – primary:		<i>Email – contact 2:</i>
TYPE OF BUSINESS			
▶ Corporation Sole proprietorship Partnership LLC	▶ Federal Tax ID (EIN / TIN) #:		▶ Resale certificate # (US): ▶ State Tax ID #:
	▶ Provincial Tax ID (Canada):		▶ VAT Number for International/European applicants:
	▶ SSN (US - Sole proprietorship only):		▶ SIN (Canada - Sole proprietorship only):

TRADE REFERENCES*

* G.I SPORTZ INC, G.I. SPORTZ DIRECT LLC, REQUIRES A MINIMUM OPENING ORDER OF US \$1,500.
INITIAL ORDER REQUIREMENTS MAY BE WAIVED IF WHOLESale INVOICES FROM OTHER MANUFACTURERS CAN BE PROVIDED.

SELLER 1	<i>Company name:</i>	
	<i>Phone:</i>	<i>Contact:</i>
SELLER 2	<i>Company name:</i>	
	<i>Phone:</i>	<i>Contact:</i>
<i>Estimated total annual purchases of all paintball / marker products:</i>		
<i>Estimated total annual purchases of all GI, Tippmann and KEE products:</i>		

BILLING ADDRESS

▶ Street address:	▶ City or town:	
▶ State or province:	▶ Zip or postal code:	▶ Country:

SHIP-TO ADDRESS (CHECK IF THE SAME AS BILLING ADDRESS)

▶ Street address:	▶ City or town:	
▶ State or province:	▶ Zip or postal code:	▶ Country:

BANK REFERENCE (ALL FIELDS MUST BE COMPLETED)

▶ Name of bank:	▶ Type of account:	▶ Account number:	
▶ Bank rep:	▶ Bank phone:	▶ Bank fax:	
▶ Bank street address:	▶ City:	▶ Zip/Postal code:	▶ State:
▶ Account Managers Name:	▶ Account Manager E-mail:	▶ Account Manager extension:	

WEB WORLD

<i>Website:</i>	<i>Facebook / Instagram / Twitter:</i>
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DELIVERY ADDRESS APPEARANCE DETAILS			
	▶ Storefront		▶ Warehouse
	▶ Game field		▶ Personal residence
▶ Sign reads:			

ORDERING AND STORAGE		
How many skids can you store?	Climate controlled skid storage?	Best day to order?
Size of Inventory:	Major Selling items:	

2. PLEASE INCLUDE THE FOLLOWING:

- ▶ All fields are mandatory. Print N/A if not applicable.
 - Photos of your Store Front or Game Field Entrance
 - Invoice from another supplier (XXXX out the pricing if you prefer)
 - Voided Check

3. PLEASE INCLUDE THESE LEGAL NECESSITIES (REQUIRED BY LAW):

- ▶ All fields are mandatory. Print N/A if not applicable.
 - Copy of field insurance policy (Field applicants only)
 - Copy of commercial property lease (Internet Store applicants only)
 - Copy of your State or County Resale / Business / Occupational License
 - Copy of your Tax Identification Certificate
 - EIN Number or Social Security Number (Sole Proprietorships Only)
 - Uniform Sales Tax Form (government form, available as fillable form at www.gisportz.com/ustf.pdf; also available at www.mtc.gov) – download, fill in, and email or fax to G.I. Sportz Inc / G.I. Sportz Direct LLC LLC

4. NOT-FOR-PROFIT ORGANIZATIONS:

- ▶ All fields are mandatory. Print N/A if not applicable.
 - Photocopy of your N.P.O. Exemption Documents
 - Tax Exemption Certificate

5. CALIFORNIA BUSINESSES:

- ▶ All fields are mandatory. Print N/A if not applicable.
 - California Resale Card

6. TERMS & CONDITIONS: PLEASE READ AND INITIAL AT THE BOTTOM, SIGN BELOW

APPLICANT AGREES THAT: "Applicant" as used herein shall refer to the Business and/or individual(s) set forth on the attached Application and signing the within Terms of Sale Agreement ("Agreement").

1. G.I Sportz Inc, G.I. Sportz Direct LLC, shall retain an interest and lien on all Products until the products have been paid for in full.
2. Checks returned to G.I Sportz Inc, G.I. Sportz Direct LLC, for any reason shall be subject to a \$25.00 returned check fee.
3. Any Applicant that has a check returned to G.I Sportz Inc, G.I. Sportz Direct LLC, for insufficient funds two (2) times shall have their payment terms reassessed.
4. Any Applicant that pays by wire transfer shall be responsible for all fees in connection with such wire payment.
5. Payments to OPEN ACCOUNTS are in accordance with the terms granted.
6. Any Applicant on an OPEN ACCOUNT, which is habitually late in making payments, will have their payment terms reassessed.
7. G.I Sportz Inc, G.I. Sportz Direct LLC, has the right to recover merchandise sold to and received by Applicant, if a check is returned for insufficient funds; a "stop payment" is issued on a check and/or upon the failure to submit payment on a delinquent account. Applicant agrees to pay all invoices according to the terms of each invoice. Applicant further acknowledges and consents to the addition of a 2% interest/service charge per month on all delinquent, unpaid balances. Under no circumstances, however shall the interest/service charge exceed lawful rates.
8. Warranties for product vary. All warranties are provided by and serviced by the manufacturer of the corresponding product. Check the documentation provided with the product for warranty information.
9. If any present guarantor dies, Applicant shall immediately pay off all outstanding indebtedness or may, at the election of G.I Sportz Inc, G.I. Sportz Direct LLC, substitute an acceptable guarantor.
10. In the event G.I Sportz Inc, G.I. Sportz Direct LLC, reasonably anticipates a repudiation or imminent breach of this Agreement, G.I Sportz Inc, G.I. Sportz Direct LLC, shall be entitled to and Applicant shall provide reasonable assurances that payments will or can be made. In the event Applicant fails or refuses to provide reasonable assurances, G.I Sportz Inc, G.I. Sportz Direct LLC, may suspend its performance under this Agreement or other sales Agreements with applicant and shall be immediately entitled to any and all outstanding monies or the right to recover merchandise as set forth herein, upon written demand.
11. In the event Applicant fails or refuses to make payment in accordance with invoicing/shipping terms and/or otherwise violates any of the provisions of this Agreement, G.I Sportz Inc, G.I. Sportz Direct LLC, shall be entitled to recover the reasonable expenses incurred for the cost of collection, including but not limited to attorney's fees, cost of suit, filing fees and mailing expense, which shall be added to the unpaid balance of the Applicant's account.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Applicant shall not have the right to assign this Agreement to any person or entity without the express written consent of G.I Sportz Inc, G.I. Sportz Direct LLC, has authority to share this information with its subsidiaries and its affiliates in reference to accounts with such said subsidiaries and affiliates.
13. No waiver by any party of any condition, or of the breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed or construed as a further or continuing waiver of any other condition or of the breach of any other term, covenant, representation or warranty set forth in this Agreement.
14. If any provisions of this Agreement shall be deemed illegal or unenforceable in whole or in part, for any reason whatsoever, the remaining provisions shall be deemed valid, binding and subsisting.

▶ **DEALER INITIALS** _____

TERMS AND CONDITIONS OF SALE: The terms and conditions set forth herein constitute a final, complete and exclusive statement of the terms and conditions of sale and purchase between G.I Sportz Inc, G.I. Sportz Direct LLC, (“Seller”) and the purchaser (“Dealer”). Seller objects to and is not bound by any term or condition on Dealer’s purchase order, expression of acceptance, confirmation or any other communication which is different from, inconsistent with, or in addition to Seller’s terms and conditions and any such terms and conditions proposed by Dealer are hereby expressly rejected.

1. **Acceptance of Orders.** All orders placed by Dealer are subject to Seller’s acceptance. Seller hereby reserves the right to reject any order, in whole or in part, for any reason whatsoever.
2. **Shipments and Deliveries.** All orders are FOB Seller's warehouse. Title to shipped Products and risk of loss shall pass to the Dealer at Seller's warehouse; provided, however, Seller shall retain an interest and lien on all Products until the Products have been paid for in full. Seller may at its option place tracers on shipped Products. Dealer will be responsible for all freight, insurance, other shipping costs and any loss or damage incurred during shipping and all claim processing related to such loss or damage. Seller, at its option, may pay freight, insurance and other shipping costs and invoice the Dealer for these costs. Title and risk of loss shall pass at Seller's warehouse notwithstanding payment of such costs by Seller. Seller will endeavor to ship items within one week after accepting Dealer's order, subject to Product availability. Seller cannot, however, guarantee shipment within this period. Seller may under-ship or over-ship orders based on Product availability and Seller's convenience based on its reasonable understanding of course of conduct between Seller and Dealer. Delivery and shipping times are not of the essence. Seller will notify Buyer of order details once an order has shipped. Dealer agrees that Seller may exercise reasonable discretion relating to the packaging and labeling of shipments.
In the event of any product shortages, Seller shall have the right to allocate the available supply among its customers on a case by case basis, in a manner deemed equitable by Seller under the particular circumstances. In any event, Seller shall be excused from any failure or delay in performance resulting directly or indirectly from product shortages, inability to obtain raw materials from usual sources of supply, transit failure or delay, labor disputes, governmental orders or restrictions, fire, acts of nature, accident, war, civil disturbances, or any other causes beyond Seller’s reasonable control.
All Shipments from G.I Sportz Inc, G.I. Sportz Direct LLC, will be exported from either the United States / Canada and or Belgium in Accordance with the Export Administration Regularities. Diversion Contrary to United States, Canadian and or Belgium Law is prohibited
3. **Force Majeure.** Seller may, without liability, delay performance or cancel any order on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
4. **Inspection and Acceptance of Products.** Dealer shall inspect any products delivered by Seller within 5 business days after delivery of the products to their shipping destination. Dealer shall notify Seller promptly of any claim of inconsistency between the products ordered and the products received and/or any defects in any of the products received. Dealer’s failure to promptly notify Seller of any inconsistency between the products ordered and the products shipped and/or defects in any of the products received shall constitute an acknowledgment by Dealer that the products delivered conform to the contract terms and shall constitute an immediate and irrevocable acceptance of the products by the Dealer.
5. **Returns.** No products may be returned for credit or replacement unless Seller provides its prior written authorization. Any such authorized returns shall be shipped by Dealer, FOB, to the destination selected by Seller. Any return must be accompanied by Dealer’s original invoice and Seller’s return authorization form, and shall be subject to a ten percent (10%) restocking fee.
6. **Payment Terms.** Dealer shall pay Seller on the terms quoted by Seller from time to time. Such terms may include, but shall not be limited to, Prepayment by cash, credit card and or wire, payments by e-check, or net thirty (30) day terms. If terms are provided and Dealer fails to pay on or before the due date, Dealer agrees to pay interest at a rate equal to the maximum rate allowed under applicable law or two (2) times the prime rate published in the Wall Street Journal’s Money Rates Table, whichever is lower.
7. **Taxes.** Any prices quoted to Dealer by Seller are exclusive of federal, state and local taxes. Dealer shall pay all applicable taxes.
8. **Warranty.** Seller provides an express, limited warranty to consumers who purchase its products. Dealer shall maintain copies of Seller’s current consumer warranty and provide a copy to potential customers of Seller’s products upon request.
Seller makes no warranties, express or implied, including Dealer ability and fitness for a particular purpose, to Dealer. Dealer’s sole remedy in the event of any defective product is to return the product to Seller for refund or replacement, at Seller’s option.
9. **Limitation of Liability.** Sellers’ maximum liability to the Dealer under any order, regardless of the basis of liability or the form of action, is limited in amount to an amount equal to the total purchase price actually paid for the Products or Product which is the subject of a claim by the Dealer. Seller is not liable for any indirect, special, incidental, or consequential damages, however caused, regardless of whether the Dealer advised the Seller of the possibility of such damages, including without limitation lost profits and revenue. Dealer agrees to bring no action against Seller’s officers, directors, employees, affiliates and other agents for any claim related to this Agreement or any order or extension of credit. The purpose of this Section D is to limit Sellers' potential liability arising out of this Agreement and any order, and that allocation of risk is reflected in the prices, and will apply despite the failure of any remedy of its essential purpose.
10. **Representation of Solvency.** Dealer, by placing an order with Seller, shall be deemed to have represented in writing that it is not insolvent as that term is defined in the Uniform Commercial Code.
11. **Attorneys’ Fees and Collection Costs.** Dealer agrees to pay, in addition to all other sums payable hereunder, all costs and expenses (including reasonable attorney's fees) in connection with Vendor's enforcement of its rights under this agreement of collection, including but not limited to costs of collection.
12. **Non-Waiver and Severability.** Seller’s failure in any one or more instances to insist on the performance of any terms and conditions, or to exercise any right or privilege, shall not be construed as a waiver of any of Seller’s rights or privileges. Each of the terms and conditions shall be severable from the others in the event of a determination that any such terms and conditions are unlawful or unenforceable. The remaining terms and conditions shall remain in full force and effect.
13. **Applicable Law.** The relationship between Seller and Dealer, and the construction or interpretation of these terms and conditions, shall be governed and construed in all respects in accordance with the laws of the State of Indiana, without regard to Indiana’s conflicts of law rules.
14. **Forum for Disputes and Consent to Jurisdiction.** Any litigation instituted by Dealer against Seller pertaining directly or indirectly to the business relationship between Dealer and Seller shall be filed by Dealer before a court of competent jurisdiction and venue in Allen County, in the State of Indiana. If Seller elects to institute litigation against Dealer in Indiana, Dealer shall be deemed to have consented irrevocably to the personal jurisdiction and venue of the Indiana courts, and service of process may be made upon Dealer as provided by Indiana law.

15. **Amendment of Agreement.** The Agreement may be modified by and through the following procedures only: (a) a written amendment signed by all parties which shall be effective on or after the date all parties have signed, or on such other date as may be agreed to by all of the parties; or (i) by written notice of amendment sent by Vendor to the other parties which shall be effective no sooner than thirty
16. **Requirement for Written Waivers.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.
17. **Severability.** In the event that any part of these terms and conditions of this Agreement are held to be illegal or unenforceable in any jurisdiction, the other parts shall nonetheless remain in full force and effect
18. **Agreed Upon Restrictions Relating to Products.** As a material inducement to Vendor to enter into this Agreement and to sell Vendor's Products to Merchant, except as otherwise expressly agreed in writing by Vendor, Merchant promises and agrees that it will not: (a) make any modifications to, or copies of, any portion of Vendor's Products; (b) attempt to reverse engineer, disassemble, reverse translate, decompile or in any other manner decode all or any portion of Vendor's Products; (c) remove any patent, trademark, or copyright notices which Vendor places on any of Vendor's Products or on any component thereof.

GUARANTEE: As a direct inducement to G.I Sportz Inc, G.I. Sportz Direct LLC, to extend a dealer account to Applicant, the undersigned hereby confirms the accuracy of the information set forth above, represents to G.I Sportz Inc, G.I. Sportz Direct LLC, that he or she is a shareholder of Applicant, and unconditionally and irrevocably guarantees, jointly and severally, the payment of any and all amounts now or at any time hereafter owed by Applicant to G.I Sportz Inc, G.I. Sportz Direct LLC, including without limitation, all costs and expenses incurred by G.I Sportz Inc, G.I. Sportz Direct LLC, in endeavoring to collect such indebtedness and in enforcing this Guarantee. The undersigned agrees that this Guarantee shall be directly enforceable against him or her without first resorting to Applicant or exhausting remedies against it, and any indulgences, forbearances or extensions of credit or time of payment shall not in any way release any of the undersigned from liability hereunder. This is an absolute and continuing guarantee. The undersigned waives any and all notices to which he or she may be entitled, including without limitation, notice of any extension of credit to Applicant and notice of any indulgences, forbearances or extensions of time of payment, which may be granted to Applicant.

DEALER AUTHORIZATION & GUARANTEE: I, the undersigned, certify that the information I have provided is true, complete and accurate. I authorize you to make any inquiries you deem necessary and appropriate for the purpose of evaluating my application, including obtaining credit bureau reports from credit reporting agencies. By signing this document I represent that I have read and understand the Applicant agreement, terms and conditions, and that I am bound by these terms and conditions as set forth above.

I am authorized to purchase on behalf of the above company and I warrant in good faith the above company has committed to pay for goods and services provided by G.I Sportz Inc, G.I. Sportz Direct LLC, on behalf of any representative of the company. I (we) have read and consent to the conditions stated herein including the personal guarantee. Intending to be legally bound, I affix my signature below.

SIGNATURES	
► Owner's Signature and Date	<i>Co-Owner's Signature and Date</i>