

Welcome to StanleySportsSupply.com. By using StanleySportsSupply.com and doing business with Stanley Sports Supply you agree to the Terms and Conditions of Sale set forth below. Please read them carefully.

TERMS AND CONDITIONS OF SALE

StanleySportsSupply.com is a website owned and operated by Outdoor Traditions, LLC, a Florida limited liability company that is registered to do business under the name Stanley Sports Supply. Outdoor Traditions, LLC is referred to in these Terms and Conditions of Sale (these “**Terms**”) as “Stanley Sports Supply” and the person or entity purchasing goods or services (collectively referred to as “**Goods**”) from Stanley Sports Supply is referred to as “**Dealer**.” Dealer acknowledges that these Terms, along with any attachment, price list, schedule, quotation, acknowledgment, invoice from Stanley Sports Supply relevant to the sale of Goods, reseller application, or credit application executed by Dealer for the benefit of Stanley Sports Supply (each, a “**Related Document**”), and all documents incorporated by specific reference into these Terms or any Related Document, constitute the complete and exclusive statement of the terms of the agreement governing all sales of Goods by Stanley Sports Supply to Dealer (the “**Agreement**”), regardless of whether or not Dealer or Stanley Sports Supply expressly make reference to these Terms in any documentation related to any such sale. Dealer’s acceptance of Goods will manifest Dealer’s assent to these Terms without variance or addition. Stanley Sports Supply hereby objects to and rejects any terms in Dealer’s purchase order or other Dealer documents that are different than or in addition to these Terms, and any such terms in Dealer’s purchase order or other Dealer documents shall not constitute any part of the agreement between Dealer and Stanley Sports Supply, unless otherwise agreed to in writing by Stanley Sports Supply.

1. **Prices.** Except when a fixed price is quoted by Stanley Sports Supply, the price of Goods is subject to change without notice and the prices invoiced to Dealer will be those in effect at the time of shipment and/or delivery of Goods.
2. **Orders.** All orders placed by Dealer are subject to acceptance by Stanley Sports Supply. Stanley Sports Supply reserves the right, in its sole discretion, to refuse any Dealer order.
3. **Terms of Payment.** Unless payment terms are approved for Dealer by Stanley Sports Supply in advance, all orders shall be either cash on delivery or paid in advance of shipment. Payment terms for approved Dealer accounts, unless otherwise specified by Stanley Sports Supply, will be net thirty (30) days from the date of Stanley Sports Supply invoice. In the event Dealer fails to make any payment to Stanley Sports Supply when due, (i) in addition to any other remedies available at law, Stanley Sports Supply reserves the right to terminate this Agreement and/or any Dealer order or to suspend further performance under this Agreement, any other agreements and/or purchase orders with Dealer; (ii) Dealer shall be liable for all expenses, including attorneys’ fees and other litigation costs, relating to the collection of past due amounts, (iii) Dealer’s entire account balance with Stanley Sports Supply shall become immediately due and payable

without notice or demand by Stanley Sports Supply, and (iv) all unpaid amounts shall thereafter bear interest until paid in full at a rate as determined by Stanley Sports Supply, which rate shall not exceed the maximum rate permitted by law. Should Dealer's financial responsibility become unsatisfactory to Stanley Sports Supply, cash payments or security satisfactory to Stanley Sports Supply may be required by Stanley Sports Supply (including, without limitation, letters of credit) for Goods delivered thereafter. If such cash payments and/or security are not provided, in addition to Stanley Sports Supply other rights and remedies, Stanley Sports Supply may discontinue the shipment of Goods to Dealer. Dealer hereby grants Stanley Sports Supply a purchase money security interest in all Goods sold to Dealer by Stanley Sports Supply, which security interest shall continue until such Goods are fully paid for in cash, and Dealer: (a) upon Stanley Sports Supply's demand, will execute and deliver to Stanley Sports Supply such instruments as Stanley Sports Supply requests to protect and perfect such security interest, and (b) authorizes Stanley Sports Supply to execute and file such instruments as are necessary or useful to protect and perfect such interest.

4. **Shipment.** Unless otherwise agreed in writing by Stanley Sports Supply, all Goods sold by Stanley Sports Supply to Dealer shall be delivered FOB place of shipment and Dealer shall bear all risk of loss following delivery of Goods to the common carrier. Delivery dates are estimated based upon conditions prevailing at the date of Stanley Sports Supply acceptance of an order and are subject to change based upon conditions existing at the time of scheduled delivery or any subsequent change in conditions that materially affect Stanley Sports Supply ability to acquire Goods ordered. Stanley Sports Supply will have no liability for such changes, but will provide reasonable notice of any changes to Dealer. If Stanley Sports Supply is to pay freight, Stanley Sports Supply shall have the right to designate routing and means of transportation; and if Dealer requires a more expensive routing and/or means, Dealer will pay any extra cost involved. The cost of any special packing or special handling as a result of Dealer's requirements shall be added to the amount of the order of the applicable Goods. If the shipment of Goods is postponed or delayed by Dealer for any reason, Dealer agrees to reimburse Stanley Sports Supply for any handling and storage costs and other additional expenses resulting therefrom.
5. **Delivery and Inspection.** Unless otherwise agreed in writing by Stanley Sports Supply, and to the extent allowable under applicable law, any claims for shortages or damages suffered to Goods in transit are the sole responsibility of Dealer and shall be submitted by Dealer directly to the carrier. Dealer shall cause shortages or damages to be acknowledged in writing by the carrier's driver at the time of delivery. For all Goods that are damaged when received, Dealer shall promptly provide photographs of the damaged Goods (including damaged shipping cartons) to Stanley Sports Supply. **Dealer shall promptly inspect each shipment to determine if any goods are missing from such shipment.** If any shipment is not complete, Dealer shall immediately notify Stanley Sports Supply in writing to facilitate investigation and resolution with Stanley Sports Supply.

6. **Taxes.** Any current or future tax or any charge of any nature imposed by any governmental or taxing authority that is or becomes payable by reason of the production, transportation, sale, storage, processing, use, consumption or delivery of any Goods sold to Dealer, other than taxes based on Stanley Sports Supply net income or profit, will be for Dealer's account and will either be added to the price of Goods (unless Dealer provides Stanley Sports Supply with an exemption certificate acceptable to the applicable taxing authorities) and paid for by Dealer or billed to Dealer separately (unless Dealer provides Stanley Sports Supply with an exemption certificate acceptable to the applicable taxing authorities), as Stanley Sports Supply may elect in its sole discretion.
7. **Limited Warranty.** Dealer's sole and exclusive warranty, if any, with respect to Goods sold by Stanley Sports Supply, is the warranty provided by the manufacturer(s) of such Goods. **STANLEY SPORTS SUPPLY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH GOODS, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
8. **Limitation of Liability.** **STANLEY SPORTS SUPPLY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, OR OTHERWISE), AND IN NO EVENT SHALL STANLEY SPORTS SUPPLY'S LIABILITY TO DEALER AND/OR DEALER'S CUSTOMERS EXCEED THE PRICE PAID BY DEALER FOR THE SPECIFIC GOODS OR PORTION OF GOODS PROVIDED BY STANLEY SPORTS SUPPLY GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND DEALER SHALL INDEMNIFY STANLEY SPORTS SUPPLY FOR ANY DAMAGES IN EXCESS THEREOF. IN NO EVENT SHALL STANLEY SPORTS SUPPLY'S LIABILITY TO DEALER AND/OR DEALER'S CUSTOMERS EXTEND TO INCLUDE DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ALL OF WHICH ARE WAIVED BY DEALER AS TO WHICH DEALER SHALL INDEMNIFY STANLEY SPORTS SUPPLY AND HOLD STANLEY SPORTS SUPPLY HARMLESS.**

The term "consequential damages" as used in these Terms shall include, but not be limited to, fines, penalties, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital, loss or damage to property or equipment, loss of reputation, diminution of value, or illness. Further, Dealer shall defend, indemnify and hold harmless Stanley Sports Supply and its directors, officers, employees, shareholders, subsidiaries, affiliates and agents against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorneys' fees) arising out of or in connection with Dealer's, or any other persons', use of Goods. It is further expected that all instructions and warnings supplied by Stanley Sports Supply will be passed on to those persons who use Goods. Dealer hereby represents and warrants that Goods are to be used in their recommended applications and all warning labels shall be adhered to.

9. **Use of Stanley Sports Supply Information.** As consideration for Stanley Sports Supply providing Stanley Sports Supply Information (as defined below) to Dealer, Dealer hereby covenants and agrees that: (a) Stanley Sports Supply Information will be kept confidential by Dealer and, except as necessary in connection with a potential purchase by a consumer from Dealer of Stanley Sports Supply Goods, either in person or through one or more e-commerce marketplaces, websites or point of sale systems (an “**Approved Use**”), Stanley Sports Supply Information will not be disclosed by Dealer; (b) Dealer will not use any Stanley Sports Supply Information for any reason or purpose other than an Approved Use; and (c) Dealer will be responsible for enforcing the confidentiality of Stanley Sports Supply Information and will take such action, legal or otherwise, to the extent necessary to prevent any disclosure of Stanley Sports Supply Information by any of Dealer’s representatives. For purposes of this Agreement: (i) “**Stanley Sports Supply Information**” shall mean any and all commercial or other information concerning the business or operations of Stanley Sports Supply that have been or may hereafter be provided by Stanley Sports Supply to Dealer through a Data Feed (as defined below) or otherwise, including, without limitation, information relating to Stanley Sports Supply reports, materials, products (including specifications, photographs and descriptions), and information regarding Stanley Sports Supply costs, purchasing, prices, markets, sales, selling strategies, operating procedures and systems, customer lists, sales to customers or other customer data, or other matters concerning Stanley Sports Supply finances or businesses; and (ii) “**Data Feed**” shall mean a stream or download of structured data that provides users with updates of Stanley Sports Supply current inventory or pricing information from one or more sources (a Data Feed may stream continuously or be delivered on demand or periodically). Stanley Sports Supply makes no representation or warranty with respect to any Stanley Sports Supply Information, including, without limitation, the accuracy of any Data Feed. STANLEY SPORTS SUPPLY INFORMATION AND EACH DATA FEED IS PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STANLEY SPORTS SUPPLY SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF ACCESS TO, OR USE OF, STANLEY SPORTS SUPPLY INFORMATION. WITHOUT LIMITING THE FOREGOING, DEALER AGREES THAT STANLEY SPORTS SUPPLY SHALL HAVE NO LIABILITY AS A RESULT OF OR ARISING FROM THE TERMINATION, DISCONTINUATION, OR DEALER’S ACCESS TO ANY DATA FEED.

10. **Access, Ownership and Redistribution of Stanley Sports Supply Information.** Stanley Sports Supply may provide Dealer with access to a Data Feed from time to time, and Dealer hereby agrees that Stanley Sports Supply

shall be the sole and exclusive owner of any information provided pursuant to a Data Feed, as well as all other Stanley Sports Supply Information. Dealer may not redistribute any Stanley Sports Supply Information, including, without limitation, any Data Feed, without the express written permission of Stanley Sports Supply in each instance. Stanley Sports Supply reserves the right to terminate Dealer's access to any Data Feed at any time in Stanley Sports Supply sole discretion.

11. **Contingencies.** Stanley Sports Supply shall not be held responsible for or be liable for any nonperformance or any default or delay in performance if caused, directly or indirectly, by acts of God, war, fire, the elements, riot, civil commotion, strikes, lock-outs, slowdowns, picketing or other labor controversies, accidents, delay or default of or failure by carriers, shortages of labor, delay in obtaining or inability to obtain materials, equipment or parts from regular sources, action, request or regulation of or by any government or governmental authority, failure of any party to perform any contract with Stanley Sports Supply, the performance of which is required for production or shipment of Goods, or any other happening or contingency beyond Stanley Sports Supply reasonable control, or without Stanley Sports Supply fault, whether similar or dissimilar to the foregoing. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Stanley Sports Supply upon notice to Dealer in the event of the foregoing, but the balance of the Agreement shall otherwise remain unaffected.

If Stanley Sports Supply determines that its ability to supply the total demand for Goods, or to obtain material used directly or indirectly in the manufacture of Goods, is hindered, limited or made impracticable due to causes set forth herein, Stanley Sports Supply may allocate its available supply of Goods or such material (without obligation to acquire other supplies of any such Goods or materials) among itself and its purchasers on such basis as Stanley Sports Supply determines to be equitable without liability for any failure of performance that may result therefrom.

12. **Assignment.** Dealer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Stanley Sports Supply, and any such assignment, without such consent, shall be void.
13. **Permits; Indemnification.** Dealer shall at its own expense apply for and obtain any permits required for the retail sale and/or use of Goods. Except as particularly specified and agreed upon in writing by Stanley Sports Supply, Stanley Sports Supply makes no covenant, warranty or representation that Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards. Stanley Sports Supply shall not be responsible for any losses or damages sustained by any party as a result of handling, storage or use of Goods. Dealer shall defend, indemnify and hold harmless Stanley Sports Supply and its directors, officers, employees, shareholders, subsidiaries, affiliates and agents against any loss, damage, claim, suit, liability, judgment or expense

(including, without limitation, attorneys' fees) arising out of or in connection with any injury to, damage to, death to or loss of any persons or property, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, handling, use, or repair of Goods by Dealer. This Section 13 shall survive the termination of this Agreement.

14. **Electronic Communications.** Dealer acknowledges that when Dealer or its representatives use StanleySportsSupply.com or send e-mails, text messages, and other communications to Stanley Sports Supply, Dealer is communicating with Stanley Sports Supply electronically. Dealer consents to receive communications from Stanley Sports Supply electronically. Dealer agrees that all agreements, notices, disclosures, and other communications that Stanley Sports Supply provides to Dealer or its representatives electronically, satisfy any legal requirement that such communications be in writing.
15. **Account; Account Information.** Dealer shall be responsible for maintaining the confidentiality of information relating to Dealer's account and password, and Dealer agrees to accept responsibility for all activities that occur under Dealer's account or password. Stanley Sports Supply reserves the right to refuse service, terminate accounts, remove or edit content, change or terminate credit terms, or cancel orders in its sole discretion. STANLEY SPORTS SUPPLY SHALL HAVE NO LIABILITY RELATING TO STANLEY SPORTS SUPPLY'S SUSPENSION OR TERMINATION, IN WHOLE OR IN PART, OF ITS SALES OR SERVICES TO DEALER FOR ANY REASON (INCLUDING CANCELLATION OF ANY PREVIOUSLY ACCEPTED PURCHASE ORDER UPON REFUND OF ANY DEPOSIT), WHETHER WITH OR WITHOUT NOTICE, OR WITH OR WITHOUT CAUSE.
16. **U.S. Export Control Regulations.** Dealer hereby agrees to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities that may apply, and Dealer may not resell or divert any Goods contrary to such laws. Dealer may not sell or export any Goods supplied by Stanley Sports Supply without the express written consent of Stanley Sports Supply and the applicable manufacturer in each instance.
17. **Set-Off.** Dealer shall not be entitled to set-off any amounts due Dealer against any amount due Stanley Sports Supply in connection with this Agreement.
18. **Severability.** If any provision of these Terms or the Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
19. **Governing Law.** These Terms, the Agreement and all sales of Goods by Stanley Sports Supply to Dealer shall be governed and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of law. Stanley Sports Supply and Dealer consent to the personal jurisdiction of the

state and federal courts located in Florida for adjudication of any claim or dispute related to these terms or to Goods sold by Stanley Sports Supply to Dealer. The parties further agree that the state or federal courts in Florida will be the exclusive venue for adjudication of any such claim or dispute. If either party institutes legal proceedings against the other, the prevailing party shall be entitled to recover its costs and expenses incurred in such proceedings, including reasonable attorneys' fees, from the other party.

20. **Modifications of these Terms and the Agreement.** Stanley Sports Supply reserves the right, at any time and for any reason in its sole discretion, to change, modify, or amend these Terms and the Agreement. Any such change, modification or amendment will be posted on StanleySportsSupply.com, and will specify its effective date. Therefore, each Dealer should review these Terms before purchasing any Goods. Dealer's purchase of Goods after these Terms are changed, modified or amended by Stanley Sports Supply will signify Dealer's agreement to be bound by such new Terms.
21. **Miscellaneous.** All rights and remedies of Stanley Sports Supply in these Terms are in addition to, and not lieu of, any rights or remedies that Stanley Sports Supply may have at law or in equity. These Terms and the Agreement supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Terms. No change, modification, rescission, discharge, abandonment, or waiver of these Terms shall be binding upon Stanley Sports Supply unless made in writing and signed on its behalf by its duly authorized representative. No conditions, usage or trade, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement these Terms shall be binding unless hereafter made in writing and signed by Stanley Sports Supply. No modification shall be affected by Stanley Sports Supply receipt or acceptance of Dealer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to these Terms, all of which are objected to by Stanley Sports Supply. All typographical or clerical errors made by Stanley Sports Supply in any quotation, acknowledgment or publication are subject to correction. These Terms shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and any uncertainty or ambiguity shall not be interpreted against any one party.