

# GRIFFIN ARMAMENT RESELLER AGREEMENT

THIS RESELLER AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Hearing Protection LLC / Griffin Armament**, with its principal place of business located at 801 South 12<sup>th</sup> Street, Watertown WI, 53094 ("**Company**" or "**Griffin Armament**") and \_\_\_\_\_ [Name of Reseller], \_\_\_\_\_ [Address] \_\_\_\_\_ (the "**Distributor**" or "**You**").

**WHEREAS**, Griffin Armament is in the business of manufacturing and distributing certain Firearms, NFA Weapons, Silencers, associated parts and accessories; and

**WHEREAS**, Reseller is in the business of selling certain products to Dealers for their particular end use, and Reseller wishes to sell on behalf of the Company certain products under the terms and conditions contained in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration the sum and sufficiency is acknowledged by the parties, the parties hereto agree as follows:

## ARTICLE I APPOINTMENT OF RESELLER

1.1 Distribution Grant. The Company hereby appoints and grants Reseller a non-exclusive and non-assignable right to sell the products of the Company ("Products") listed in the then current "Dist Price Book" at the location of its business, which is \_\_\_\_\_ (USA), which right shall end upon the termination of this Agreement. Notwithstanding anything stated to the contrary, Griffin Armament reserves the right to distribute the Products directly to customers or end users over the Internet or through other channels of distribution, whether or not the Customers or End Users being sold such products are customers to which Reseller has been servicing.

1.2. Customers. Reseller shall sell Products only to Dealers. The term "Dealers" means persons or entities who acquire the Product for resale purposes.

1.3. Prices.

(a) Griffin Armament will sell to the Reseller at the prices established in the Griffin Armament Distributor Price Book and in accordance with the all terms of sale established by Griffin Armament.

(b) All prices stated are FOB the Company's offices in Watertown, Wisconsin. Prices do not include transportation costs, which shall be borne by Reseller, unless otherwise specified. Prices do not include federal, state or local taxes applicable to the products sold under this Agreement. An amount equal to the appropriate taxes will be added to the invoice by the Company where the Company has the legal obligation to collect such taxes. Reseller shall pay such amount to the Company unless Reseller provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

1.4. Payment Terms.

(a) Reseller shall pay the entire amount due upon the date of shipment of the Products by Business Check or ACH.

(b) In addition to the foregoing method of payment, the Reseller may apply for payment terms, In the event that payment terms are granted, Reseller shall pay such invoices when due regardless of other scheduled deliveries. Invoices not paid within 60 days of the invoice date will have one and one-half percent (1.5%) per month finance charge assessed against the unpaid balance from the date of invoice until the date of payment.

## ARTICLE II MINIMUM TRANSFER PRICE (MTP)

2.1 MTP. To assure integrity of the Product line, and in the best interests of promoting Griffin Armament Products, Griffin Armament has developed a Minimum Transfer Price ("MTP") policy which is attached hereto as Exhibit "A" and incorporated by reference herein. MTP refers to and is applicable to all published, advertised or publicly-posted prices, regardless of the manner communicated and irrespective of the format or medium of communication whether it be by electronic mail, postcard, flyer, radio or television, billboard, magazine, trade journal, airplane banners, newspaper insert, website banner or similar ad, webpage, facsimile, mailing, pre-recorded telemarketing messages, and any other form of advertising. MTP does not apply to non-advertised prices. The MTP restriction contained herein is with respect to advertising, marketing, publishing or broadcasting prices for Reseller dissemination. Griffin Armament recognizes that so long as the Reseller complies with the MTP policy, the Reseller can sell Products at any prices it chooses without consultation with or advising Griffin Armament. Griffin Armament similarly has the right to make its own independent, unilateral decisions regarding product allocations to Resellers.

2.2 Determination of MTP. Griffin Armament shall determine Reseller MTP for all of its Products, in its sole and absolute discretion.

2.3. Change in MTP. Griffin Armament reserves the right in its sole and absolute discretion to set, change, modify, or discontinue any Product or MTP for any Product at any time and from time to time without notice and without liability, and Reseller will comply with any change in MTP for a Product immediately upon receiving notice from Griffin Armament of such change.

2.4 Obligations and Responsibilities of Reseller Regarding MTP.

(a) Reseller shall not advertise any price for a Product to Dealers below the applicable MTP for such Product.

(b) If Reseller violates this section, then the Company may terminate this Agreement without any right to cure this breach, in accordance with Article 5.1 of this Agreement.

## ARTICLE III

### DELIVERY

3.1. Orders. Reseller is encouraged, where practical, to order the Product from the Company over the internet at the Company's website, [www.griffinarmament.com](http://www.griffinarmament.com). In the event the Reseller chooses to use the company's website for ordering purposes it will not be necessary to submit a purchase order (a "Purchase Order" or "P.O.") with the Reseller's order. Additionally, orders via the company website require no minimum purchasing quantity. Conversely, if Reseller should order Product by e mail, Reseller will be required to provide the Company with a P.O., which P.O shall identify the Product numbers and respective quantities to be ordered and the order must meet a minimum \$1,000 value. The Reseller shall e-mail the order to [sales@griffinarmament.com](mailto:sales@griffinarmament.com). The Company reserves the right to change the ordering process at its discretion, and Reseller shall be required to comply with such changed procedures

3.2. Shipment. Company agrees to ship Products to Reseller as close as reasonably practicable to the delivery schedule set forth in each order as accepted by Company, unless Company otherwise indicates in writing. Company shall not be required to honor any order that specifies a shipping date earlier than Company's then current delivery schedule for the date such order is received by Company.

3.3. Product Acceptance/Return of Defective Product. Any Products that do not meet the specifications as provided by the Company or which are defective (hereinafter, "Defective Product") must be promptly rejected by the Reseller and returned to the Company within thirty (30) days of Reseller's receipt as provided for below in this Section 4.4, whereupon, at the Company's discretion and option and as Reseller's sole remedy, they will be replaced by the Company or credited to Reseller's account with the Company within thirty (30) days of receipt by the Company. Under no circumstances is the Company required to reimburse the Reseller for the cost of the Defective Product. In order to reject and return Defective Product, (i) Reseller must communicate with griffin Armament e-mailing [Sales@griffinarmament.com](mailto:Sales@griffinarmament.com) before returning Defective Product to Griffin Armament; (ii) the Defective Product to be returned must be rejected and returned within thirty (30) days after their receipt by Reseller; and (iii) the Defective Product to be returned must be in new condition and to the extent that there is packaging for such product, the packaging shall not have been broken or otherwise opened, unless the same was required to confirm defective or out-of-specification status. Reseller shall pay the return shipping charges but if returned product is confirmed to be Defective Product, Reseller shall receive a credit to its account with the Company for such charges.

3.4. Risk of Loss. All shipments of Products shall be made FOB to a common carrier used by the Company, or otherwise agreed to in writing by the parties to this Agreement. Liability for loss or damage in transit, or thereafter, shall pass to Reseller upon Company's delivery of Products to a common carrier for shipment.

## ARTICLE IV

### DURATION OF AGREEMENT

4.1. Term. The term of this Agreement shall be for a period of one (1) year from the date hereof, unless sooner terminated as provided in this Agreement ("Term"). Unless otherwise terminated as provided for in this Agreement, the Term of this Agreement shall automatically renew for successive one (1) year terms without any required written notice of renewal.

## ARTICLE V

### TERMINATION

5.1 Termination. This Agreement may be terminated only:

- (a) By the Company for any or no reason at any time without notice.
- (b) By the Reseller for any or no reason at any time without notice.

## ARTICLE VI

### CONFIDENTIAL INFORMATION

6.1 Confidential Information Defined. For this Agreement, "Confidential Information" means the following information of or concerning the Company or its products: product specifications, designs, sketches, photographs, graphs, drawings or samples; manufacturing know how, formulae or processes; inventions and ideas; past, current and planned research and development; current and planned manufacturing or distribution methods and processes; lists, names or contact information of customers, vendors or suppliers; current or anticipated customer or vendor requirements; price lists; sources and/or contacts of or for supply of inventory or raw materials; market studies, business plans or sales or financial results or projections; identities, contact information, needs, service due dates, service or purchase requests, service or purchase histories, billing and payment histories, preferences, plans of, and all other matters in Company's records concerning or known to Company or Reseller concerning any customers of the Company. Confidential Information also includes other proprietary information, financial information, information on suppliers, ideas for possible future marketing, and any other information that the Company designates as confidential or that under the circumstances Reseller should recognize as being of a confidential nature. Confidential Information does not include information which is or becomes available to the public through no act or failure to act on the part of Reseller.

6.2 Protection of Confidential Information. Reseller shall not, and Reseller shall assure that Reseller's owners, directors, managers, officers, employees, agents, and representatives do not, reveal, divulge, or make known, cause to reveal, divulge or make known, or make any commercial or other use of any of the Confidential Information, with the exception of the performance of Reseller's obligations in this Agreement or as may be required by law or pursuant to a valid discovery request in a judicial proceeding. If Reseller is requested to disclose Confidential Information pursuant to a valid discovery request in a judicial proceeding, Reseller will give the Company at least ten days advance written notice prior to any disclosure, so that the Company may have an opportunity to object or take other action in response.

6.3 No Copying. Reseller shall not make or permit any other person or entity to make any copy of documents or other items containing Confidential Information, nor reveal any Confidential Information to Reseller's employees or other personnel, except for limited portions of the information that they need to know to perform their jobs in connection with this Agreement.

6.4 Protection Efforts. Reseller shall exert reasonable additional efforts to protect the confidentiality of the Confidential Information, and shall implement reasonable procedures that Company requests from time to time to do so.

**ARTICLE VII  
WARRANTY AND RETURNS**

7.1 Limited Lifetime Warranty. Subject to the limitations outlined below, the Company will repair or replace free of charge any product we manufacture for the duration of this lifetime warranty. This warranty is unlimited in duration and covers at the Company's sole discretion, service, repair, and/or replacement of damaged products caused by normal use. Any repair not covered by the warranty will be billed at a maximum of 30% of current MSRP for a comparable product, subject to BATFE transfer fees as required.

7.2 Limited Lifetime Warranty Limitations. The Company's warranty does not cover loss, normal wear, damage to our product or the host weapon system resulting in whole or in part from abusive or negligent use, unauthorized modification, improperly threaded barrels, improperly mounted suppressors, improperly loaded or re-loaded ammunition, or neglect. Finish is cosmetic and is not covered by this warranty. Any repairs to the unit made necessary by the above mentioned factors may be invoiced to the owner at a maximum of 30% of current MSRP for the most comparable product. The individual barrel lengths and calibers warranted are listed in the manual you receive with your product, or on the product page [applicable only to the most current model of the respective product]. In all cases refer to the product manual for product limitations prior to using a Griffin Armament product. Warranty is subject to change without notice.

7.3 Repairs. The Reseller or Customer desiring repairs should contact [tech@griffinarmament.com](mailto:tech@griffinarmament.com) by e-mail, providing a synopsis of the problem. Products determined to warrant inspection or repair should be shipped to the Company.

7.4 Returns. The Company does not accept NFA items or firearms returns back from the Reseller. The Company's policy for non-NFA products is the Reseller can email the Company at [Sales@griffinarmament.com](mailto:Sales@griffinarmament.com) for a return approval request. The Company reserves the right of approval or decline on all return requests. If the Reseller's return request is authorized, the Reseller is responsible for shipping the Company's products back to the Company in new condition, with all appropriate packaging and materials, and the Reseller shall make reasonable efforts to package return products in a responsible manner to ensure the products and product's packaging are returned in new condition. Once the products have been returned and deemed by the Company as in new condition, the Company will assess a 15% restocking fee on approved returns at the discretion of the Company. Legacy products (products no longer produced by the company) are not eligible to be returned to the company.

**ARTICLE VIII  
AMAZON, WALMART, AND OTHER 3<sup>RD</sup> PARTY SALES OR AUCTION PLATFORMS**

8.1 Restrictions. Resellers and their Dealers are prohibited from selling Griffin Armament products directly to Amazon, Walmart, and Jet.com.

8.2 Consent. Resellers and their Dealers must obtain writing consent from Griffin Armament to sell directly on any 3<sup>rd</sup> party auction platform.

(a) Exact Griffin Armament UPC codes and SKUs must be used in the listings

(b) If listing on an auction website, both the starting bid price as well as any instant purchase option like "buy it now" may not show a price lower than MAP.

(c) All Resellers and distributors who wish to sell on 3<sup>rd</sup> party marketplace and auction sites must register their seller name with Griffin Armament. Selling without registering your seller name constitutes as a violation of this agreement. Seller names can be registered by contacting your account representative.

**IN WITNESS WHEREOF**, the parties have caused this Reseller Agreement to be executed by their duly authorized officers as of the date and year indicated above.

**HEARING PROTECTION, LLC / GRIFFIN ARMAMENT**

SIGN NAME Jordin Patterson

Name: Jordin Patterson

Title: Account Manager

**RESELLER**

\_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGN NAME \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT "A"**

### **MTP POLICY**

In order to preserve its reputation for providing customers with high value products and to further enhance the brand image and its competitiveness in the marketplace, Griffin Armament is unilaterally instituting a policy of minimum transfer price standards for Griffin Armament products. This Minimum Transfer Pricing Policy ("MTP Policy") became effective May 25, 2016 and will apply to its Resellers, including catalogs, and internet retailers (collectively, "Reseller"), who sell Griffin Armament products to Dealers, and which Dealers are located in the United States. Griffin Armament greatly values the efforts of its distributors and subsequent retailers to distribute Griffin Armament products to our customers. This MTP Policy is adopted for the benefit of all Resellers, and this policy will be uniformly enforced.

This MTP Policy shall work under the following guidelines:

1. This MTP Policy applies to all advertisements of Griffin Armament products listed on the Price List in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, e-mail newsletters, e-mail solicitations, Internet or similar electronic media, television, radio, and public signage.
3. If pricing is displayed, any strike-through or other alteration of the MTP that is paired with a discount price below the MTP is prohibited.
4. This MTP Policy does not establish maximum advertised prices. All Resellers may offer Griffin Armament products at any price in excess of the MSRP.
5. Pricing listed on an Internet site is considered an "advertised price" and must adhere to this MTP Policy. Once the pricing is associated with an intent to purchase (added to shopping cart or order), the price becomes the selling price and is not bound by this MTP Policy. Statements such as "add to basket to see price", "we will match any price", "call for price" or phrases of similar import are acceptable as long as the price advertised or listed for the products is not below the MTP. In addition, discounts applied at checkout to the entire order based on a customer's purchasing history with the Reseller, such as discounts for "frequent shoppers", do not violate this MTP Policy.
6. This MTP Policy is solely within Griffin Armament's discretion and authority acting through the duly authorized managers of Griffin Armament. No employee or sales representative of Griffin Armament has any authority to discuss, modify or grant exceptions to this MTP Policy. Any representation or action by any employee, sales representative or persons not specifically authorized to discuss, modify or grant exceptions to this MTP Policy under this paragraph is unauthorized and invalid. All questions about this MTP Policy should be in writing via e-mail to [Sales@griffinarmament.com](mailto:Sales@griffinarmament.com). The National Sales Manager and Owners shall be solely responsible for determining whether a violation of the policy has occurred, communicating decisions to Reseller regarding the policy and receiving any communications regarding sanctions imposed under this MTP Policy. Any action taken by Griffin Armament under this MTP Policy shall be without liability to Griffin Armament.
7. From time to time, Griffin Armament may choose to offer special promotions on certain products. In such an event, we reserve the right to modify or suspend this MTP Policy in whole or in part by notifying all Resellers of the duration and nature of the change. Griffin Armament further reserves the right to adjust the MTP with respect to all or certain products at its sole discretion. Such changes shall apply equally to all Resellers.
8. Intentional and/or repeated failure to abide by this MTP Policy will result in sanctions unilaterally imposed by Griffin Armament. The level of sanctions will be determined by Griffin Armament in its sole discretion and may include indefinite termination of your Reseller agreement with us. Griffin Armament does not intend to do business with any Reseller who degrades the image of Griffin Armament and its products. Griffin Armament need not provide prior notice or issue warnings before taking any action under this MTP Policy.
9. The terms of this MTP Policy are confidential and should not be disclosed to other parties. This MTP Policy has been established by Griffin Armament to help ensure the legacy of Griffin Armament as a top producer of high performance, high quality products and to protect the reputation of its name and products. This MTP Policy is also designed to avoid destructive intra-brand conflict and to ensure that Resellers have the incentive to invest resources into services for Griffin Armament customers.