

# IR DEALER TERMS & CONDITIONS

## ORDER REQUIREMENTS

- » Minimum initial order: \$350      Reorder: \$250
- » Orders of inner case pack quantities as outlined on price list preferred.
- » All orders are subject to the acceptance of IR.

## PRICING AND PAYMENTS

- » All initial orders require payment in advance by wire, check, credit card, or PayPal. Subsequent orders may be shipped on Net 30 payment terms, pending approval of credit by IR.
- » All goods are sold FOB Tukwila (Ex-Warehouse) in US Dollars.
- » Pricing, terms and discounts are subject to change without notice.

## FREIGHT

- » Customer is responsible for all freight costs.
- » Freight to US locations may be prepaid and added to invoice on request. Goods will ship via the carrier of our choice unless otherwise agreed upon by IR.
- » Orders ship 48-72 hours after receipt and cannot be changed once in process by the warehouse.
- » IR does not drop ship on behalf of dealers.
- » Export customers are responsible for all duties, tax and brokerage fees unless otherwise agreed upon by IR.

## DAMAGES, SHORTAGES AND REFUNDS

- » Claims for shortages must be made within ten (10) days of receipt of order.
- » Returns for reasons other than manufacturer defect, miss-shipments or damage are not accepted. All returns require prior approval and a Return Authorization number issued by IR. Returns without an RA will be refused.
- » You are responsible for the cost of return freight unless approved by IR.
- » Refund for damages, defectives or any other reason are issued in the form of credit memo on account.
- » Warranty claims on Intova products may require additional measures, contact your sales manager for further details.

## GENERAL DEALER REQUIREMENTS

- » All dealers must have a valid resale certificate to buy from IR.
- » Dealers who only retail products online must seek the written approval of IR prior to listing any of our products on a 3rd party site and comply with the e-com dealer requirements as set forth by the Sales Manager.
- » Minimum annual volume of \$1000 is required to keep an open account. Sales volume is reviewed annually and program determinations are based on sales between 1/1 and 12/31
- » Dealer programs do not account for co-op or any other allowances. Allowances must be approved by Sales Manager.
- » Dealers must abide by the IR MAP policy. MAP products are tracked through serialization and 3rd party monitoring.
- » Accounts must be in good standing to be eligible for any dealer incentives.

## E-COM POLICY

- » Retailers will be required to obtain prior approval to sell IR branded products on Online marketplace sites which include but are not limited to Amazon marketplace, EBay, Walmart.com, or Sears.com. In addition, dealers are prohibited from creating their own IR product listings, bundles, or packages on Online marketplace websites;
- » E-Commerce customers must own their own URL domain(s) (host site) where IR branded product transactions take place. Redirecting sales transactions from customer's host site to a 3rd party URL is prohibited and will result in account termination.
- » Selling Light My Fire products on Online marketplaces is strictly prohibited.



# IR POLICY ON MINIMUM ADVERTISED PRICING

Industrial Revolution, Inc. (IR) believes in maintaining a well regulated and fair marketplace for all its authorized resellers. At its sole discretion, IR reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP Policy at a price lower than the MAP.

## GENERAL GUIDELINES

1. The products covered by this policy are listed in our current price list which can be delivered upon request. IR may in its sole discretion modify this list from time to time. Promotional items, closeouts, discontinued products and refurbished items are not subject to MAP pricing provided advertising clearly identifies the status of such items.
2. IR recognizes that dealers are free to make their own decisions to advertise and sell any IR product at any price they choose, without consulting or advising IR. Similarly, IR will exercise its right to make its own decisions regarding the IR Authorized Reseller Program ("IARP"), supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.
3. The MAP Policy applies to advertised prices, not the price at which MAP Products are actually sold or offered for sale to an individual in-store or over the telephone.

## ADVERTISING GUIDELINES

1. The MAP Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.
2. The MAP Policy does not apply to solely on premise or in-store advertising that is not distributed to customers.
3. Website features such as "click for price", automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, and automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the dealer (rather than by the customer) and thereby constitute "advertising" under this MAP Policy.
4. It shall not be a violation of this MAP Policy to advertise that a customer may "call for price" or "email for price", or to use similar language, specifically with respect to IR Products, so long as no price is listed.
5. This MAP Policy also applies to any activity which IR determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP Policy, such as solicitations for 'group purchases' and the like.
6. It shall not be a violation of this MAP Policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP Policy.
7. From time to time, IR may permit resellers to advertise MAP Products at prices lower than the MAP retail price. In such events, IR reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.



# IR POLICY ON MINIMUM ADVERTISED PRICING

## BUNDLING GUIDELINES

1. "Bundling" or advertising IR products for sale together with other products will violate this MAP Policy when:
  - a. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
  - b. the product(s) bundled with MAP Products violate IR's Intellectual Property rights; or
  - c. the product(s) bundled with MAP Products violate the IR Trademark and Brand Policy; or
  - d. the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
  - e. the effective or stated discount is greater than 15% of the highest priced item in the bundle.
2. Product(s) bundled with the MAP Products must not, without conspicuous warning, be:
  - a. technically incompatible; or
  - b. in the case of memory storage products, be of a speed or class that is likely to result in a degradation of quality or performance of the associated MAP Product(s); or
  - c. in the case of non-memory storage products, create or encourage additional risk of damage, bodily injury, or death to the customer if used together.

3. Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
  - a. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
  - b. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.
4. Rebate programs from IR, whether on MAP Products or IR's partners' products are exempt from this policy.

## POLICY ENFORCEMENT

1. Written notification of MAP violations will be provided to violator with a determined amount of time to correct the infraction. If the violation is not resolved the violator will be at risk of losing their dealership with IR or resale privileges.
2. If a dealer with multiple store locations violates this MAP Policy at any one store location, or on any associated website, then IR will consider this to be a violation by the dealer.
3. IR reserves the right to cancel any pending orders, restrict future orders, or suspend dealers' account if IR reasonably believes:
  - a. a dealer has violated the provisions of this policy; or
  - b. a dealer intends to violate this policy.

4. IR's Sales Department is solely responsible for determining whether a violation of the MAP Policy as occurred, as well as determining appropriate sanctions.
5. Waivers to this MAP Policy may be granted in IR's sole discretion by the IR Sales Department in writing. IR Marketing, external sales representatives, sales contractors or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the Sales Department authorizes a waiver to the MAP Policy, dealers must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP Policy.
6. IR monitors the advertised prices of dealers, either directly or via the use of 3rd party agencies or tools. Dealers are expected to provide reasonable cooperation in any IR
7. The MAP Policy will be enforced by IR in its sole discretion and without notice. Dealers, distributors, resellers, have no right to enforce the MAP Policy but agree to follow MAP guidelines. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP Policy should be directed to: **compliance@industrialrev.com**



# IR CUSTOMER APPLICATION

COMPANY NAME / DBAs			
WEBSITE			
MAIN CONTACT / BUYER NAME			
EMAIL			
BILL TO	SHIP TO		
	PHONE		
ACCOUNTS PAYABLE CONTACT			
AP EMAIL			
PREFERRED METHOD OF RECEIVING INVOICES & STATEMENTS			
Email	Mail		
BUSINESS TYPE			
Corp.	LLC	Sole Prop.	Partnership

<b>PREFERRED PAYMENT METHOD*</b>
<b>CREDIT CARD PREPAY</b>
<b>TERMS ACCOUNT WITH CREDIT LIMIT:</b>
*Initial orders are PIA

FOR OFFICE USE ONLY		
SALES MGR.		INIT.
IND. REP.		
CUSTOMER #		
MARKET	REGION	CUST. TYPE
OPENING DATE		
CREDIT LIMIT		
TERMS		

DATE BUSINESS OPENED			
ANNUAL SALES (\$)			
NUMBER OF STORES			
TAX RESALE # (Must attach Tax Resale/Exemption Certificate)			
PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY TO YOUR BUSINESS			
Retail	WHLS.	Online	Third-Party E-Commerce

### OFFICERS AND/OR PARTNERS

Name	Phone	Email

### TRADE REFERENCES (MIN. 3) LIST ONLY CREDITORS WHO AGREE TO PROVIDE REFERENCES PROMPTLY. PLEASE BE SURE CREDITORS ARE FAMILIAR WITH THIS BUSINESS NAME.

Company	Contact	Fax	Email

The information in this application is true to the best of my knowledge. I hereby authorize Industrial Revolution (IR) to obtain any information it considers necessary concerning this application. The undersigned promises to pay for all purchases in accordance with your terms of sale. If at any necessary time the undersigned is unable to pay for said purchases when due, the undersigned agrees to pay and authorizes you to bill my account with interest computed at 1.5% per month (18% per annum) on any past due amount. If it becomes necessary for your company to incur collection costs for any amount due under the agreement the undersigned promises to pay additional collection costs including reasonable attorney fees. By signing this agreement I authorize IR to send communication via email or fax including invoices, statements and/or sales and marketing materials. I also accept and commit to the terms and conditions as stated in the current catalog. \* Upon acceptance by IR, this application will constitute a sales and purchase agreement.

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE



**IR DISTRIBUTORS: US AND CANADA**

CONTACT DISTRIBUTOR FOR MORE INFORMATION ON BRANDS AND PRODUCTS CARRIED

**UNITED STATES****LIBERTY MOUNTAIN**

9816 South Jordan Gateway  
Sandy, UT 84070

Website [libertymountain.com](http://libertymountain.com)

Email [sales@libertymountain.com](mailto:sales@libertymountain.com)

Office **(800) 366-2666**

**RAGWEED FORGE**

PO Box 326  
Sanborn, NY 14132

Website [ragweedforge.com](http://ragweedforge.com)

Email [ragnar@ragweedforge.com](mailto:ragnar@ragweedforge.com)

Office **(716) 731-3715**

**BLUE RIDGE KNIVES**

166 Adwolfe Road  
Marion, VA 24354

Website [blueridgeknives.com](http://blueridgeknives.com)

Email [onestop@blueridgeknives.com](mailto:onestop@blueridgeknives.com)

Office **(276) 783-6143**

**INNOVATIVE SCUBA CONCEPTS (INTOVA)**

6170 Lakeshore Court  
Colorado Springs, CO 80915

Website [innovativescuba.com](http://innovativescuba.com)

Email [sales@innovativescuba.com](mailto:sales@innovativescuba.com)

Office **(719) 597-2885**

**OMEGA-BRANDESS (INTOVA)**

626 Hanover Pike, Suite 102  
Hampstead, Maryland 21074

Website [omegabrandess.com](http://omegabrandess.com)

Email: [customerservice@omegabrandess.com](mailto:customerservice@omegabrandess.com)

Office **(410) 374-3250**

**CANADA****RED PINE OUTDOOR EQUIPMENT**

15 Capella Court #118  
Nepean, ON K2E 7X1 CANADA

Website [redpineoutdoor.com](http://redpineoutdoor.com)

Email [info@redpineoutdoor.com](mailto:info@redpineoutdoor.com)

Office **(800) 361-0504**

**G.HJUKSTROM LTD. (MORAKNIV)**

19114-95A Avenue  
Surrey, BC V4N 4P2 CANADA

Website [hjukstrom.com](http://hjukstrom.com)

Email [info@hjukstrom.com](mailto:info@hjukstrom.com)

Office **(877) 883-8833**

**FOR INTERNATIONAL DISTRIBUTORS, PLEASE CONTACT INDUSTRIAL REVOLUTION, OR VISIT [WWW.INDUSTRIALREV.COM](http://WWW.INDUSTRIALREV.COM)**

**IR DEALER PORTAL**

- » Visit [www.industrialrev.com](http://www.industrialrev.com) to sign up and gain access to the latest dealer specials, company news and more!
- » The IR Dealer Portal allows all our Authorized dealers to order IR products anywhere with an Internet connection.
- » Dealer Portal will allow IR Authorized dealers to check sales history, updated shipping information, get the latest product updates and special offers.

