
 www.glock.com	GLOCK, Inc. USA	
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GLOCK Stocking Dealer Program

Dealer Program Agreement

Stocking Dealer Store Name _____

GLOCK Commercial Distributor / Sales Rep _____

5-20 Pistols Package

Over \$500 in free merchandise

All items must be submitted

- Pistol Order Form (1 page - initialed)
- Agreement (7 pages - signed and dated)
- State Resale / Exemption Certificate
- Exterior Photos / Street View and Store Front
- Interior Photos / Firearms Display and Store
- Current FFL / Extension Letter
- 35 Business Hours Minimum
- CFLC Document (CA Dealers ONLY)



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GLOCK Stocking Dealer Program

Dealer Program Agreement

Attention GLOCK Stocking Dealer:
Complete the following and forward to a
Participating Distributor of your choice.

Attention GLOCK Distributor: Verify and complete the following
and forward to GLOCK, Inc. for processing.

GLOCK Commercial Distributor / Sales Rep

Stocking Dealer Store Name

Business Street Address / City / State / Zip Code

Contact Person / Job Title (please print)

35 Business Hours / Week (ex. Mon-Fri: 8-5, Sat: 9-6)

Business Phone*

Business Fax*

Business Email*

Business Website*

*Note: Business phone, fax, email, and website that is provided in this agreement will be shown on the GLOCK dealer locator.

Does your facility have a range operation? Yes No

GLOCK USE ONLY

- New Sales Logix
- Renew Order Total:

- Pistol Order Form (1 pages - initialed)
- Agreement (7 pages – signed)
- Current FFL/Extension Letter
- State Resale/Exemption Certificate
- Exterior Photos / Street View and Store Front
- Interior Photo of Firearms Display
- 35 Business Hours Minimum
- CFLC Document (CA Dealers ONLY)



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GLOCK Stocking Dealer Program

Pistol Order Form

5-20 Pistol Order (Multiples up to 5 per model allowed).

GEN3 Models	Models	Price	\$ Total
9x19	___ G17Gen3 ___ 19Gen3 ___ G26Gen3	x \$403	_____
.40	___ G22Gen3 ___ G23Gen3 ___ 27Gen3	x \$403	_____
10mm	___ G20Gen3 SF ___ G29Gen3 SF	x \$444	_____
.45	___ G21Gen3 SF ___ G30Gen3 SF	x \$444	_____
	___ G30SGen3 ___ G36Gen3 FGR**		
Adjustable Sights	Models	Price	\$ Total
Long slide models	___ G34Gen3 (9x19) ___ G35Gen3 (.40)	x \$484	_____

**G36Gen3 FGR is not CA compliant.

GEN4 models are not CA compliant.

GEN4 Models	Models	Price	\$ Total
9x19 GEN4	___ G17Gen4 ___ G19Gen4 ___ G26Gen4	x \$403	_____
.40 GEN4	___ G22Gen4 ___ G23Gen4 ___ G27Gen4	x \$403	_____
.45 GEN4	___ G21Gen4 ___ G30Gen4	x \$479	_____
10mm GEN4	___ G20Gen4 ___ G29Gen4	x \$479	_____
Adjustable Sights	Models	Price	\$ Total
GEN 4 Long slide models	___ G34Gen4 (9x19) ___ G35Gen4 (.40)	x \$484	_____
	___ G41Gen4 (.45 Auto)	x \$519	_____
MOS Long slide models	___ G34Gen4 (9x19) ___ G35Gen4 (.40)	x \$554	_____
	___ G41Gen4 (.45) ___ G40Gen4 (10mm)	x \$575	_____
MOS 9x19	___ G17Gen4 (9x19) ___ G19Gen4 (9x19)	x \$476	_____

TOTAL: _____

Please initial below:

All prices include Federal Excise Tax.
All prices are subject to change without notice.

Dealer

Distributor

GLOCK



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GLOCK Stocking Dealer Program

Promotional Package

When you sign up with the GLOCK Stocking Dealer Program you will receive:

Benefits

- 1 Free Entry into Armorer’s Course
- 20% Off GLOCK Parts

Advertising (subject to change)

- 1 “Safe Action” Aluminum Sign
- 1 Banner
- 1 Clear Counter Mat
- 1 Bench mat
- 25 Price Tags
- 1 Store Hour Sign

Employee Incentive

- 5 GLOCK Hats
- 4 GLOCK Polo Shirts
(Select Sizes Below)

Men’s		Women’s	
S	<input type="text"/>	S	<input type="text"/>
M	<input type="text"/>	M	<input type="text"/>
L	<input type="text"/>	L	<input type="text"/>
XL	<input type="text"/>	XL	<input type="text"/>
XXL	<input type="text"/>	XXL	<input type="text"/>
XXXL	<input type="text"/>		

Literature

- 25 Firearm Safety Brochures
- 25 GSSF Applications
- 25 GLOCK Safe Action Stickers
- 1 GLOCK Stocking Dealer Sticker
- 25 Preventive Maintenance Manuals
- 50 Buyer’s Guides

Accessories (subject to change)

- 1 GLOCK Multi-Purpose Backpack
- 5 GLOCK Pens
- 25 GLOCK Plastic Bags

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GLOCK Stocking Dealer Program

Dealer Program Agreement

GLOCK, INC. STOCKING DEALER PROGRAM AGREEMENT 2017

This agreement ("Agreement") is entered into by the parties, _____ ("DEALER"), _____ ("DISTRIBUTOR"), and GLOCK, Inc. ("GLOCK"), respectively, as of the date that it is formally executed by DEALER, DISTRIBUTOR and GLOCK. ("Effective Date"). The parties agree to the following applicable terms and conditions:

1. Rights Granted.

GLOCK hereby grants to DEALER a non-exclusive and non-assignable right upon the terms and conditions in this Agreement to purchase GLOCK products from DISTRIBUTOR, and to promote and resell GLOCK products according to the terms and conditions set forth in this Agreement.

2. Products.

As used herein, the term "GLOCK products" shall mean those new, unused products expressly identified in the GLOCK Stocking Dealer Order Form, attached in the preceding pages to this Agreement, together with any products that GLOCK may expressly add to this Agreement from time to time. GLOCK may, at any time and for any reason, withdraw from this Agreement any GLOCK product, without suspending the provisions of this Agreement relating to the remaining GLOCK products.

3. Best Practices.

- A. All sales of firearms will be made to DISTRIBUTOR with the understanding that it will resell to DEALER.
- B. DEALER represents that it possesses a current Federal Firearms License ("FFL"), sells exclusively from its place of business, as defined by the Bureau of Alcohol, Tobacco, Firearms & Explosives ("ATF"), where products are displayed to the shooting public; it is a properly licensed businesses, complying with all applicable federal, state, and local laws, and regulations, and possesses a state resale tax certificate (where applicable). The FFL location may be used only to conduct business; use of any part of the premises as a dwelling is not allowed. This provision is to ensure: (1) compliance with all laws, (2) proper promotion of GLOCK products, and (3) the opportunity for demonstration of the safe handling of GLOCK firearms by knowledgeable DEALERS to their customers. Upon execution of this Agreement, Dealer shall provide GLOCK with a photograph of the interior of the property where it conducts business.
- C. DEALER and its employees agree to be fully knowledgeable of and comply with all federal, state, and local laws, regulations, and ordinances applicable to the sale and transfer of firearms, to comply fully with all requests from federal, state, and local law enforcement authorities for information regarding sales and transfers of firearms, and keep all required records. DEALER must also immediately report to law enforcement authorities any suspected, attempted, or actual violation of federal, state, or local laws or regulations regarding the sale of firearms of which DEALER becomes aware.

4. DEALER Responsibilities.

DEALER agrees that during the term of this Agreement, it will, subject to and in accordance with the terms and conditions herein expressed:

- A. Possess all licenses required by federal, state, and local laws.
- B. Comply with federal, state, and local laws and regulations and file with GLOCK an annual certification verifying such compliance. By signing this Agreement, DEALER certifies such current compliance.
- C. Ensure that all DEALER employees involved with the sale of GLOCK products are trained in compliance with all federal, state, and local laws as they relate to the sale of GLOCK firearms.
- D. Maintain sufficient internal compliance procedures to ensure proper safe firearms handling training of DEALER employees before they are permitted to sell or handle GLOCK products.
- E. Maintain a security system for its premises to deter theft.
- F. Maintain and provide evidence of valid commercial storefront operation by attaching hereto a photograph of their premises, which must be open to the public, with regular commercial business hours. DEALER agrees it will not use any part of the premises as a dwelling.
- G. Not sell to civilian customers large capacity magazines in compliance with any applicable state or local regulation. The following states currently have restrictions regarding magazine capacity: California, Hawaii, Massachusetts, New Jersey, New York, Maryland, Colorado, Connecticut, and Washington, D.C.
- H. Sell firearms only at the premises listed on DEALER's FFL (as defined by ATF for purposes of an FFL), conduct all legally required background checks before completing a transfer to a non-FFL holder, and fully identify each non-FFL purchaser through the use of positive identification. Sale of multiple GLOCK pistols purchased under this agreement to another FFL is strictly prohibited and requires prior written approval from GLOCK.

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GLOCK Stocking Dealer Program

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- I. Provide to each non-FFL customer for each GLOCK pistol sold the written safety information provided by GLOCK with each product.
- J. Review the GLOCK Customer Safety Awareness Form with each non-FFL purchaser and obtain a customer signature of understanding.
- K. Fully explain and demonstrate (1) the operation and safe handling of each GLOCK product, and (2) the features and benefits of such GLOCK product to each non-FFL customer.
- L. Conduct background checks on DEALER employees and not allow DEALER employees to sell handguns who are legally prohibited from possessing them.
- M. Refrain from sale of GLOCK products in any state or municipality wherein GLOCK products do not meet requirements established by a governmental authority or are otherwise prohibited.
- N. Not advertise, offer for sale or sell any item that GLOCK in good faith deems to infringe upon GLOCK's intellectual property rights.
- O. Notify GLOCK of any change in, suspension of, or delay in receipt of DEALER's FFL.
- P. Maintain sales information for all GLOCK products, including the serial numbers of handguns sold, dates of sale, and identity of purchasers, and make this information available for review by GLOCK, its designees, and authorized law enforcement and regulatory representatives.
- Q. Provide to GLOCK any available information regarding laws or regulations of municipalities and states that make GLOCK products nonsalable at DEALER's location.

THE FOLLOWING GLOCK MODELS MAY NOT BE SOLD TO END USERS IN THE FOLLOWING JURISDICTIONS:

CALIFORNIA - Models not approved for sale by the California Department of Justice, as well as any firearm equipped with internal locking frame or ambidextrous magazine release. All GLOCK firearms manufactured in the United States are not approved for sale in the State of California, regardless of the model number. **MASSACHUSETTS** – Any firearm manufactured after October 28, 1998, which includes any firearm with a serial number higher than CWT607US.

5. GLOCK Responsibilities.

GLOCK agrees that during the term of this Agreement, it will, subject to and in accordance with the terms and conditions herein expressed:

- A. Actively pursue compliance with all applicable state and local laws to conform to any particular requirements of a specific jurisdiction to ensure the legal salability of GLOCK products.
- B. Provide a gun lock with every GLOCK firearm.
- C. Provide written safety information for distribution with every new and refurbished GLOCK firearm, including all warnings that currently accompany every GLOCK product as of the Effective Date and any additional warning(s) mandated by any particular jurisdiction.
- D. Conduct criminal background checks and drug screening of all GLOCK employees who handle firearms.
- E. Conduct FFL validity checks of every GLOCK DISTRIBUTOR and DEALER using the ATF eZCheck system on a no less than a quarterly basis.
- F. Provide a GLOCK Customer Safety Awareness form with every new and refurbished GLOCK firearm.
- G. Audit DEALER and otherwise test or investigate DEALER's compliance with GLOCK-established policies and the standards and practices established pursuant to such policies.
- H. Assist and cooperate with law enforcement by providing law enforcement and regulatory agencies, upon request, access to pertinent documents and materials necessary for investigative or oversight purposes.
- I. Continue to cooperate with the ATF on ACCESS 2000, a program to facilitate tracing of firearms.
- J. Assist DEALER upon request in obtaining the materials and information for training employees in recognizing attempts to illegally purchase firearms, recognizing that firearms may be being diverted (intentionally or otherwise) for later sale or transfer to those not legally entitled to purchase, and in responding to those attempts.

6. Transaction Terms.

- A. DEALER, upon executing this Agreement, will submit to DISTRIBUTOR an order on the GLOCK Stocking Dealer Program Order Form, attached in the pages preceding this Agreement, copies of DEALER's state tax licenses and resale certificates, a copy of DEALER's FFL with an original signature, a photograph of DEALER's store front and a copy of DEALER's yellow pages advertisement (if any).
- B. The prices of products for initial order are set forth in the GLOCK Stocking Dealer Program Order Form, attached in the pages preceding this Agreement. DEALER should contact its DISTRIBUTOR for information regarding procedures for ordering GLOCK products and to ascertain DISTRIBUTOR's order schedule and estimated delivery dates. DEALER will purchase replacement firearms from DISTRIBUTOR at the regular DEALER price.

GLOCK Stocking Dealer Program

Dealer Program Agreement

- C. DEALER will receive a free promotional package. GLOCK may change content of the promotional package at any time.
- D. DEALER will receive benefits including: (1) the opportunity to train one DEALER staff member at the GLOCK Armorer's course at no charge, (2) the opportunity to order GLOCK apparel for retail sales directly from GLOCK, and (3) a twenty percent (20%) discount on parts ordered directly from GLOCK and which total, not including sales tax, \$25 or more per order. DEALER is responsible for costs of travel and lodging for any DEALER employee attending a GLOCK Armorer's course.
- E. GLOCK reserves the right to amend or modify this Agreement and the program to which it relates at any time.
- F. GLOCK shall not be in default to the extent that any of the following delays its performance or makes its performance impossible: act of God, war, civil commotion, governmental action, fire, storm, flood, explosion, strike, walkout, other industrial disturbance, inability to get raw material from usual source, including delays in manufacture or delivery from manufacturer, or any other cause beyond its reasonable control.

7. Sales Efforts.

- A. DEALER shall use best efforts to market GLOCK products. DEALER shall maintain an active and fully knowledgeable sales force and stock the full line of GLOCK products. The parties agree that a lack of DEALER's best efforts, as determined by GLOCK, will be grounds for termination of this Agreement at GLOCK's discretion. The parties further agree that the failure by GLOCK to terminate this Agreement based on lack of evidence of best efforts is not a waiver of this paragraph and DEALER hereby agrees that laches will not be a defense to same.
- B. DEALER hereby agrees to display and promote GLOCK products in accordance with the merchandising information supplied in the GLOCK Stocking Dealer Package.
- C. Best sales efforts shall include full compliance with all federal, state, and local laws, including educating sales personnel on any such applicable laws.
- D. Sub-distribution is expressly forbidden and is grounds for termination of this Agreement by GLOCK. If DEALER is approached with questionable orders, DEALER must contact the GLOCK Stocking Dealer Program staff to address any concerns.

8. Unauthorized Sales Practices.

- A. DEALER shall not advise or induce by misrepresentation any person, agency, or entity in a manner contrary to GLOCK's policies, specifications, terms, or procedures. Contrary advice and inducement by misrepresentation include the proper use of GLOCK products, product characteristics, cost, availability, safety features, and safety concerns. DEALER agrees to indemnify, defend, pay, save, and hold GLOCK and DISTRIBUTOR harmless from any and all claims, costs, judgments, and damages, including reasonable attorneys' fees and costs, incurred as a direct or indirect consequence thereof.
- B. DEALER will not engage in any auction of any new or unused GLOCK product, including live or internet auction, or sale of any new or unused GLOCK product on E-Bay®, Amazon®, GunBroker®, or other internet auction site, and will not knowingly sell any new or unused GLOCK product to any individual intending to sell any new or unused GLOCK product at an auction. DEALER shall not advertise or promote GLOCK products for less than GLOCK's Minimum Advertised Price ("MAP") Policy, and that violation of GLOCK's MAP may result in removal of Dealer from the GLOCK Stocking Dealer Program.
- C. DEALER agrees not to export or knowingly transact business that will result in exportation of GLOCK products from the United States (which includes Puerto Rico, Guam, The Virgin Islands, and territories and possessions of the U.S.) without prior written authorization of GLOCK. GLOCK will not assist in obtaining the return of Federal Excise Tax for unauthorized exports. DEALER must inform GLOCK immediately upon receiving any request for GLOCK products intended for export. Such information must be provided to GLOCK's National Sales Manager at bob.radecki@glock.us

The parties agree that the failure by GLOCK to terminate based on unauthorized sales is not a waiver of this paragraph and DISTRIBUTOR hereby agrees that laches will not be a defense. Unauthorized exports may violate international, federal and state law.

9. GLOCK Intellectual Property / Advertising.

- A. The GLOCK name, logo and trade dress are registered trademarks of GLOCK. GLOCK reserves the right to approve each use of the GLOCK name, logo and trade dress. GLOCK will provide DEALER with the appropriate GLOCK logo to be used. Any alteration, modification, or substitution of the official GLOCK logo is prohibited.
- B. DEALER shall strictly conform with any and all Intellectual Property rules, instructions, guidance or requests communicated by GLOCK, including, but not limited to, immediate discontinuance of GLOCK's intellectual property.
- C. DEALER and GLOCK agree that DEALER may use the official GLOCK logo in its advertising for GLOCK products. DEALER agrees to contact GLOCK to obtain the appropriate logo and use instructions. This is a limited license and is only granted for the term of this Agreement.

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GLOCK Stocking Dealer Program

Dealer Program Agreement

- D. DEALER will refrain from selling any counterfeit merchandise, defined as merchandise received by a third party that uses GLOCK's intellectual property (*i.e.* logo, name or trade dress) on the product itself.
- E. DEALER agrees to refrain from using GLOCK's intellectual property for domain names, names of companies or social media pages.
- F. During the term of this Agreement, DEALER is authorized to use GLOCK trademarks. DEALER acknowledges that GLOCK owns and retains all trademarks and other proprietary rights in the products. DEALER agrees that it will not at any time during or after the termination of its Agreement seek to register any trademark or other proprietary right or assert any claim or any interest in or take any action that may adversely affect the validity or enforceability of any trademark belonging to or licensed to GLOCK.
- G. DEALER agrees to use reasonable efforts to protect GLOCK's proprietary and intellectual property rights and to cooperate in GLOCK's efforts to protect its proprietary and intellectual property rights. DEALER agrees to notify GLOCK of any known or suspected breach of GLOCK's proprietary and/or intellectual property rights and to cooperate with GLOCK without making any charge therefore in any action by GLOCK to investigate or remedy any infringement of such rights.
- H. The GLOCK logo or the GLOCK Stocking Dealer logo may be used on business cards for the Stocking Dealer location. This is a limited license and is only granted for the term of this Agreement.
- I. The GLOCK Certified Armorer(s) at DEALER's location may use the GLOCK logo or the language "GLOCK Certified Armorer," or both, on his or her business card for the three (3) years immediately following successful completion of the GLOCK Armorer's course. This is a limited license and is only granted for the duration of such three (3) year period.
- J. DEALER will not purposefully market, advertise, or sell GLOCK products in a manner, which might be construed to attract any persons who are not of age to purchase firearms or any criminal or negative segments of the population.
- K. DEALER will not advertise or promote GLOCK products in violation of GLOCK's Minimum Advertised Price ("MAP") Policy. Violation of GLOCK's MAP is grounds for termination of this Agreement.
- L. DEALER will not engage in any auction of any new or unused GLOCK OEM product, including live or internet auction, or sale of any new or unused GLOCK OEM product on eBay®, Amazon®, GunBroker®, or other internet auction site, and will not knowingly sell any new or unused GLOCK product to any individual intending to sell any new or unused GLOCK product at an auction.
- M. DEALER will specifically label any product offered for sale on a marketplace or auction house as "Used."
- N. DEALER agrees to name third party (aftermarket) products for GLOCK on any website controlled by DEALER as "for Glock" or "fits Glock." Any product manufactured by GLOCK shall have "Factory" or "OEM" in the product description.
- O. DEALER will refrain from selling any counterfeit merchandise, defined as merchandise received by a third party that uses GLOCK's intellectual property (*i.e.* logo, name or trade dress) on the product itself.
- P. DEALER agrees to place the official GLOCK disclaimer on the portion of its website which sells GLOCK merchandise, or if not feasible, on a Terms and Conditions page. The disclaimer is as follows:

DISCLAIMER: "GLOCK" is a federally registered trademark of GLOCK, Inc. and is one of many trademarks owned by GLOCK, Inc. or GLOCK Ges.m.b.H. Neither [insert company name here] nor this site are affiliated in any manner with, or otherwise endorsed by, GLOCK, Inc. or GLOCK Ges.m.b.H. The use of "GLOCK" on this page is merely to advertise the sale of GLOCK pistols, parts, or components. For genuine GLOCK, Inc. and GLOCK Ges.m.b.H. products and parts visit www.glock.com.

10. Internet Sales.

DEALER agrees that the following guidelines will govern any Internet presence by DEALER:

- A. In accordance with GLOCK'S commitment to the safe use of its products, any pictures or depictions of GLOCK firearms must be shown only in the safe "finger off the trigger" configuration.
- B. Any DEALER web site featuring GLOCK products shall list the following Four Basic Firearms Safety Rules:
 - 1) **Handle all firearms as if they were loaded!**
Never forget that a gun has the potential to produce serious injury or death in a single instant of carelessness. Make safe gun handling a habit to be followed at all times. After you determine that a gun is unloaded, continue to handle it as though it were loaded.
 - 2) **Always keep your firearm pointed in a safe direction!**
In selecting a safe direction, you must also take into consideration that a bullet can ricochet or glance off any object it strikes, and that bullets can penetrate walls, ceilings, floors, and windows.
 - 3) **Keep your finger out of the gun's trigger guard and off the trigger until you have aligned the gun's sights on a safe target and you have made the decision to fire!**
By keeping your finger completely outside the trigger guard until you have aimed at the target, you guarantee that any shots you fire will go safely in the direction of your intended target.

GLOCK Stocking Dealer Program

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4) **Always be certain that your target and the surrounding area are safe before firing!**

Remember that a bullet can travel as much as several miles, so you should be certain of what your bullet could strike before you pull the trigger. Never fire at a movement, a noise, a flash of color, or a rustling bush without positively identifying your target.

- C. GLOCK products may be advertised on DEALER'S website and DEALER may take orders from its website, but all online firearms sales are to be made according to applicable ATF regulations.
- D. DEALER's proposed website content pertaining to any GLOCK product shall be provided to the GLOCK Stocking Dealer department so that GLOCK may address with DEALER, in advance of posting, any trademark or other infringement issues.
- E. DEALER must provide to GLOCK the Internet address of any existing Dealer website to ensure compliance with this policy. GLOCK will work with DEALER, to the extent reasonable, to ensure that DEALER's website does not infringe upon GLOCK trademarks or trade dress.

11. **Term.**

This Agreement will be valid for twelve (12) months from the date it is formally executed by GLOCK, DISTRIBUTOR and DEALER (Effective Date). The parties may renew this Agreement by mutual written consent.

12. **Termination.**

- A. Any party may terminate this Agreement with thirty (30) days written notice. A certified letter to this effect will suffice as notice of either party's intent to terminate this Agreement.
- B. GLOCK may terminate this Agreement at any time due to DEALER's breach of any of its obligations. Termination will be effective immediately upon delivery of written notice to such effect by certified mail.
- C. If DEALER becomes bankrupt or has a receiver appointed for a substantial part of its assets, or fails to cure any material breach of this Agreement (including failure to make a payment when due) within thirty (30) days after written notice, GLOCK may suspend performance or terminate this Agreement and exercise any other legal rights or remedies.

13. **Obligations at Expiration or Termination.**

Upon expiration or termination of this Agreement, DEALER shall no longer be an authorized DEALER of GLOCK products. DEALER, DISTRIBUTOR, and GLOCK each further agree as follows:

- A. All rights granted by GLOCK to DEALER under this Agreement will terminate and revert to GLOCK, except that, at GLOCK's sole election, DEALER may continue to use those rights after the expiration or termination of this Agreement to dispose of GLOCK products in its inventory.
- B. DEALER shall promptly pay all amounts owed GLOCK and DISTRIBUTOR, including any such amounts which might have previously been scheduled to become due at some future date because of deferred payment or credit agreements.
- C. All unshipped orders shall be cancelled without liability of any party to the other parties.
- D. Upon request by GLOCK, DEALER shall deliver to GLOCK, free and clear of all liens and encumbrances, all GLOCK products in its inventory, and GLOCK shall elect, in its own discretion, to repurchase. Any such repurchases shall be at the net price paid by DEALER for products that are salable as new merchandise and at a mutually agreeable price, not in excess of GLOCK's then-current DISTRIBUTOR prices, for products that are not salable as new merchandise.
- E. No party to this Agreement shall be liable to any other party because of any expiration or termination of this Agreement, including compensation reimbursement, damages due to any loss of prospective profits, unanticipated sales, expenditures, investment leases, commitments in connection with the business, goodwill of GLOCK, DISTRIBUTOR, or DEALER, or for any reason whatsoever growing out of any such expiration or termination.
- F. DEALER will remove and discontinue the use of any sign or any other designation containing any of GLOCK's trademarks or trade names. Should such trademarks or trade names be printed on any of DEALER's letterhead or other written documents, the written documents shall promptly be reprinted so as to remove any such trademarks or trade names of GLOCK.

14. **Magazine Restrictions.**

- A. DEALER understands that some jurisdictions have enacted regulations regarding the transfer or possession of large-capacity ammunition feeding devices.
- B. DEALER agrees not to sell to civilian customers (non-Federal Firearms licensees) large capacity magazines where it would not be in compliance with any applicable state or local regulation. The following states currently have restrictions regarding magazine capacity: California, Hawaii, Massachusetts, New Jersey, New York, Colorado, Connecticut, Maryland, and Washington, D.C.

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15. Independent Status of the Parties.

Nothing in this Agreement may be construed to constitute any party as agent for any other party. No party has the right to bind any other party, transact any business in the name or on behalf of any other party in any manner or form, or to make any promise or representation on behalf of any other party. The relationship of GLOCK to DISTRIBUTOR and DEALER is that of an independent contractor. DISTRIBUTOR will not represent itself as a GLOCK entity in any agreement either written or oral. DISTRIBUTOR will under no circumstances commit GLOCK to the delivery of GLOCK products.

16. Rules of Conduct. DEALER shall adhere to the following rules of conduct:

- A. DEALER shall not disparage, denigrate, "run down" or make negative comments regarding a GLOCK competitor's products and/or business.
- B. DEALER shall not sell GLOCK products or enter into any type of arrangement wherein the sale of GLOCK semi-automatic pistols are made conditional in any way on customer's purchase of another company's products.
- C. DEALER shall at all times maintain a professional appearance and shall not perform any of the duties set forth in this Agreement while intoxicated in any manner or under the influence of any type of drug or medicine.
- D. DEALER shall maintain records of sales transactions on file, in accordance with federal, state and local regulations. GLOCK reserves the right to audit said records through its staff and management at its sole discretion.
- E. DEALER shall not undertake to design or engineer GLOCK semi-automatic pistols or advise any person on any technical specifications or details contrary to GLOCK's written specifications, bulletins or accepted practices of firearm safety.

17. Applicable Law.

- A. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the internal, substantive laws of the State of Georgia, USA, including its provisions of the Uniform Commercial Code, but without giving effect to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties hereunder. Any additional or different terms and conditions contained in DEALER's purchase order or other documents shall not become part of this Agreement unless specifically accepted in writing by GLOCK, DISTRIBUTOR, and DEALER. DEALER agrees to pay all expenses incurred by GLOCK or DISTRIBUTOR, or both of them, in attempting to enforce this Agreement or to collect amounts owed pursuant to this Agreement including all attorneys' fees and costs.
- B. All references in this Agreement to "including" shall mean "including without limitation" unless expressly stated otherwise. Each party, by signature of its authorized person below, agrees to all terms and conditions of this Agreement and agrees that no contrary, additional, or different terms are understood or will be binding upon the parties. This Agreement is executed in three (3) counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. This Agreement constitutes the entire agreement among the parties with respect to its subject matter, and supersedes all other prior agreements and understandings, both written and oral, between or among the parties with respect to its subject matter; provided, however, this provision is not intended to abrogate any other written agreement between the parties executed with or after this Agreement. If any part of this Agreement is found invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other part of this Agreement in that jurisdiction, and this Agreement shall be enforced in that jurisdiction as if this Agreement never contained the invalid, illegal, or unenforceable part. The GLOCK Stocking Dealer Order Form is incorporated into this Agreement by reference.

18. Attorneys' Fees.

In the event any legal action is necessary to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to all costs and fees incurred, including reasonable attorneys' fees.

- ### 19. Ink or Electronic Signature Agreement.
- This Agreement may be signed in ink or by Electronic Signature. By typing your name, you are signing this Agreement electronically. You agree your Electronic Signature is the legal equivalent of your manual signature on this Agreement. By typing your name, you consent to be legally bound by this Agreement's terms and conditions and it constitutes your signature, acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your Electronic Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your Electronic Signature or any resulting contract between DISTRIBUTOR, DEALER and GLOCK. You also represent that you are authorized to enter into this Agreement and that DISTRIBUTOR and DEALER will be bound by the terms of this Agreement.



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GLOCK Stocking Dealer Program

Contract Signatures

IN WITNESS WHEREOF, the undersigned persons have executed this instrument with the understanding that it takes effect as of the date it is formally executed by GLOCK, DISTRIBUTOR and DEALER ("Effective Date"). The parties specifically agree that DEALER shall execute this Agreement first, followed by DISTRIBUTOR, and then GLOCK.

It is recommended that you keep a copy of this Agreement for future reference.

DEALER

Store Name _____

Contact Person (please print) _____

Job Title _____

X _____

Authorized Signature

Date

DISTRIBUTOR

Distributor Name _____

Contact Person (please print) _____

Job Title _____

Distributor Street Address / City / State / Zip Code _____

X _____

Authorized Signature

Date

GLOCK, Inc.
6000 Highlands Parkway
Smyrna, GA 30082

X _____

Authorized Signature

Date

Job Title _____

GLOCK reaffirms its commitment to cooperate fully with law enforcement and regulators to eliminate illegal firearms sales and possession.