

Sewell Ventures Inc. (dba)



1625 Williams Drive, Suite 212

Marietta, GA 30066

(404)822-0055

RESELLER AGREEMENT

_____, the undersigned Reseller, (hereinafter referred to in this Reseller Agreement as "Reseller") hereby states that they have read this Reseller Agreement, and agree to follow all rules and regulations stated herein.

WAIVER OF LIABILITY

Reseller agrees to ensure purchasers are at least 18 years of age and are familiar with the laws and regulations in their jurisdiction, if any, governing the purchase and use of airsoft guns and products.

Reseller understands it is their responsibility to inform purchaser that:

- The removal of the required orange barrel, any warning sticker, and any protective markings is a violation of Federal law and voids any and all product warranties;
- Federal law states that the use of any look-alike toy gun used in a crime carries the full ramifications of crimes committed with real firearms;
- Purchaser must read and understand all warnings, liabilities, and warranties of the products they purchase;
- Safety dictates the required use of eye protection when utilizing airsoft products.

Reseller agrees that Sewell Ventures Inc. (dba On Target Airsoft) shall be held harmless and free of any and all legal action arising from the sale or use of its products, and/or any violation of the law on the part of Reseller or Reseller's purchasers. Reseller shall be solely responsible for any damages, costs, loss, or penalties resulting from a breach by Reseller of this Reseller Agreement.

MINIMUM ADVERTISED PRICE (MAP) POLICY

In order to prevent market devaluation and price wars among Sewell Ventures Inc.'s resellers, Reseller is required to follow a Minimum Advertised Price (MAP) guideline program. Reseller must sell products purchased from Sewell Ventures Inc. at or above MAP prices listed on the current pricing sheet. This only applies to products listed on the MAP Pricing Sheet. Reseller is free to price products not listed on the MAP pricing sheet any way they choose.

MAP pricing guidelines apply to Reseller's retail store offerings, advertising placements, print ads, radio broadcast ads, television broadcast ads, internet sites, internet placement with third parties (i.e. banner ads, broadcast emails, destination sites, & third-party sites), flyers, posters, coupons, and Reseller's website.

Reseller is responsible for ensuring they are in possession of the current MAP Pricing Sheet and that Reseller's pricing is at or above the MAP pricing indicated on the MAP Pricing Sheet. MAP Pricing Sheets will be generated and distributed on a quarterly basis.

Pricing listed on Reseller's internet site must adhere to the Sewell Ventures Inc. MAP pricing policy until the product is placed into the On-Line Shopping Cart. Once the product enters the shopping cart, it is considered part of the check-out procedure and is not subject to MAP pricing policy.

Special offers, such as, but not limited to, Free Shipping, 0% sales tax, group discounts, free financing, or free items does not violate the MAP pricing guidelines in this Reseller Agreement.

Failure to comply with the Sewell Ventures, Inc. MAP policy can result in the loss of authorization status and the ability to purchase products from Sewell Ventures, Inc.

PRODUCT WARRANTIES

All products shipped to the Reseller have a 10-day warranty through Sewell Ventures, Inc. from date of delivery. It is the responsibility of the Reseller to notify Sewell Ventures Inc. of any defective products within 10-days of receipt.

In cases of defective products, Sewell Ventures Inc., at its discretion, may provide repair parts or accessories to the Reseller or exchange the product(s) on a case by case basis at the sole discretion of Sewell Ventures, Inc.

In the event of an authorized exchange, return shipping costs to Sewell Ventures, Inc. are the responsibility of Reseller. Sewell Ventures Inc. is responsible for cost associated with shipping the replacement product or parts to Reseller.

Reseller is responsible for providing any and all warranties to purchasers of their products. Sewell Ventures Inc. does not provide warranty service for Reseller's purchasers.

USE OF TRADEMARKED NAMES OR LOGOS

Reseller agrees to only promote product by the part number and manufacturer name listed on the product packaging.

The use of unlicensed or unauthorized product names in Reseller promotion of products purchased from Sewell Ventures Inc. is strictly prohibited. Sewell Ventures Inc. will not be held liable for any legal action against the Reseller if Reseller violates any name or logo trademarks.

Reseller will not represent themselves as an agent of On Target Airsoft or Sewell Ventures Inc.

By Signing below, Reseller acknowledges they have read and understood this Reseller Agreement. Any violation to Reseller Agreement by Reseller may result in the disqualification of Reseller's authorization to purchase products from Sewell Ventures Inc. (dba On Target Airsoft).

Business Name

Federal Tax ID or State Reseller Number

Company Address, City, State, Zip

Company Website(s)

Phone

Email

Authorized Signature

Title

Printed Name

Date

(OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE)

APPROVED _____

TERMS:

- Cash _____
- Credit Card _____
- Other: _____