

## Confidential Retailer / Business / Dealer Application

This Confidential Retailer, Business, Dealer Application is to be completed by all persons and companies who are interested in establishing a business relationship with Hyperion Munitions regardless of whether credit is or will be requested. No orders can be accepted prior to receipt of a fully completed and signed copy of this application. Hyperion Munitions reserves the right to verify any of the information provided herein.

Date: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

DBA: \_\_\_\_\_ If Subsidiary, Parent: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Shipping Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Web Address: \_\_\_\_\_

Date Business Established: \_\_\_\_\_ D&B# \_\_\_\_\_

Federal ID#/SS# \_\_\_\_\_ Tax Resale#/State: \_\_\_\_\_

Type of Business:    Corporation    Partnership    LLC    Sole Proprietor

Name of Owner/Officier(s): \_\_\_\_\_ Title: \_\_\_\_\_

Name of Owner/Officier(s): \_\_\_\_\_ Title: \_\_\_\_\_

Name of Owner/Officier(s): \_\_\_\_\_ Title: \_\_\_\_\_

Building is    Owned    Leased    Rented    Location is    Downtown    Rural    Residence

If Leased or Rented - name of landlord: \_\_\_\_\_

Building Size: \_\_\_\_\_ # of Employees: \_\_\_\_\_ Annual Sales Volume: \_\_\_\_\_

Business Hours: \_\_\_\_\_

Have you or a company you had ownership in, ever declared bankruptcy? \_\_\_\_ If yes, in what Year \_\_\_\_\_

Does the company or any company officers have any pending lawsuits or judgments? \_\_\_\_\_

Type of account requested:    Prepaid    Open Account with limit of \_\_\_\_\_

(Note: To establish an open account (2) two years of financial statements and execution of a Personal Guarantee may be required)

Anticipated Monthly Purchases: \_\_\_\_\_ Anticipated Yearly Purchases: \_\_\_\_\_

Accounts payable Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

    Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Buyer contact: \_\_\_\_\_ Phone: \_\_\_\_\_

    Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bank Contact: \_\_\_\_\_ Account No.: \_\_\_\_\_

Name in which applicant carries bank account: \_\_\_\_\_

### Acknowledgements and Representations

We/I \_\_\_\_\_ are/am a bona fide retailer/business as defined by State jurisdiction and that all information provided herein is true and accurate. I further certify that if Hyperion Munitions establishes a business relationship with me, that I and the company will at all times comply with all federal, state and local laws and regulations. I understand Hyperion Munitions shall have the right at any time to terminate this business relationship with me and the company and cease accepting product orders for any reason whatsoever.

Print/Type Name: \_\_\_\_\_ Print/Type Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Print/Type Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone & Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

#### Hyperion Munitions, Use only:

Ref. 1 Received _____	Ref. 2 Received _____	Ref. 3 Received _____	Ref. 4 Received _____
Date: Approved _____	Declined _____	Additional Requirements Received: _____	
By: _____		Resale Cert. Received: _____	
Terms: _____		Customer Notification by: _____	
Credit Limit: _____		Date Customer Notified: _____	
FFL# _____	Exp. Date: _____	FEL# _____	Exp. Date: _____
Matrix No. _____	Personal Guarantee: _____	Region _____	Salesperson: _____
Trade Category: _____	B2B Portal Sign-in _____		

#### **ADDITIONAL REQUIREMENTS** (Beyond the initial submission of Business License, Resale Certificate, State Sales Permit, Federal Firearms License and Federal Explosive License)

I/We certify that the information provided on this or any documents provided to Hyperion Munitions is true and correct. Furthermore, I/We understand and agree with/to the following:

#### **Terms:**

1. We agree to pay for all purchases in accordance with the terms of sale as set forth by Hyperion Munitions and further agree not to attempt to change these terms by use of a Purchase Order, Vendor Agreement(s) or other documents without prior written approval of Hyperion Munitions.
2. We will not deduct unearned discounts on invoices not paid according to terms. When any invoice is not paid according to terms all other unpaid invoices shall immediately become due and payable.
3. We will pay a late fee of 1.5% per month (18% annually) or the highest amount allowed under applicable state law for balances past due. We agree to pay Hyperion Munitions any attorney fees, collection expense or court costs required to collect past due balances.

**Returns:**

1. Prior authorization from Hyperion Munitions is required for all return shipments. Contact Hyperion Munitions customer service department to obtain a Return Materials Authorization (RMA) number.
2. Returns are not allowed after eight (8) days without prior approval from Hyperion Munitions.
3. Any merchandise returned through no fault of Hyperion Munitions will be subject to a 25% restocking charge.
4. Returns must be shipped prepaid to Hyperion Munitions.
5. All special orders, discontinued items and closeouts are non-returnable and non-refundable.

**Shortage Claims:**

1. Hyperion Munitions is not responsible for any shortage or damage incurred on shipments by common carrier or third party carrier. Contact carrier to report damaged parcels.
2. Shortage or incorrect order claims against Parks & Son, Inc. must be made within three (3) business days of delivery after which no claims will be accepted.
3. If an order is shipped to a PO Box, Hyperion Munitions cannot trace the order and Hyperion Munitions is not responsible for shortage, non-delivery or claims.

**Termination:**

1. Hyperion Munitions reserves the right to terminate a dealer or business for cause due to violation of any condition outlined in this agreement and the option to terminate dealer upon transfer of ownership, failure to meet credit requirements or delinquency of account.

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**Bank Fees / Counterfeit Currency / NSF:**

1. Hyperion Munitions reserves the right to charge back any bank fees incurred as a result of a refused check or submission of counterfeit currency. Hyperion Munitions reserves the right to pursue legal action for any returned check or submission of counterfeit currency. In addition to the charges incurred by Hyperion Munitions there will be a 2% or \$45.00 fee whichever is greater for each occurrence. Hyperion Munitions reserves the right to change the terms of any account to COD for any occurrence of the above.

**ACKNOWLEDGEMENTS:**

1. We acknowledge that we have read and agree to be bound by the "Additional Terms and Conditions" contained in this application. We also agree to Hyperion Munitions may at any time, and from time to time, amend and supplement the provisions of this agreement and we agree to be bound any and all such amendments and supplements.
2. This Confidential / Retailer / Business / Credit Application may not be assigned or transferred to any successor without the prior written approval of Hyperion Munitions
3. If any provision of these Terms and Conditions is found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected.

4. "Applicant hereby (i) represents and warrants to Hyperion Munitions that Applicant has read the Terms of Service governing Applicant's use of Hyperion Munitions's website or mobile application attached hereto as Exhibit A, (ii) agrees to be bound by the same and (iii) covenants that it will comply with the same with regard to its use of Hyperion Munitions's website or mobile application, either as they presently exist or as they are developed or revised in the future."
5. This Confidential / Retailer / Business / Credit Application and the Terms and Conditions will be governed and construed in accordance with the laws of the State of Florida without regard to any choice of conflict of laws principles to the contrary. Any legal action or judicial proceeding of any kind arising from any disputes or the interpretation or enforcement of the terms hereof related to this Confidential / Retailer / Credit Application and Terms and Conditions shall be litigated only in the State and Federal Courts located in Pasco County, Florida.

**AUTHORIZATION:**

The undersigned hereby authorizes those trade, banking and other references cited in this application to provide information required by Hyperion Munitions and agrees to indemnify and hold harmless those persons or entities for the information supplied.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Printed /Typed Name: \_\_\_\_\_

Date: \_\_\_\_\_