



MINIMUM ADVERTISING PRICE POLICY

Barnett Outdoors, LLC.

Barnett Outdoors, LLC. (“Barnett”) has determined that in order to consistently communicate the value of Barnett’s products in the marketplace and to support resellers that provide customers with excellent pre- and post- sales and support services for Barnett’s products, Barnett must exercise a greater degree of control over the advertising of Barnett products. Therefore, the following schedule identifies Barnett equipment which will be subject to this Minimum Advertising Price Policy (“Policy”).

This Policy has been unilaterally adopted, will be enforced strictly and uniformly, and may be modified at any time by Barnett.

Resellers remain free to establish their own advertising prices for all Barnett products. However, if Barnett determines to its satisfaction that any Barnett product has been offered or listed at a price below the minimum advertised price (“MAP”) established by Barnett, Barnett will consider such advertisement a violation of this Policy. The MAP of each Barnett product is stated on Barnett’s website at www.Barnettcrossbows.com and also shown in the attached Schedule A.

This Policy applies to all advertisements of Barnett products via any medium, including, but not limited to, print, internet, radio, television, newspapers, mail order catalogs, or email solicitations. This Policy does not apply to discontinued products. Barnett reserves the right (at its sole discretion) to periodically permit resellers to advertise Barnett products at prices lower than the MAP. See Schedule B attached.



Barnett reserves the right to investigate and make its own independent determination as to whether this Policy has been violated. **Upon determination to its satisfaction that Barnett’s Policy has been violated, Barnett reserves the right, in its unilateral discretion, to take any action with respect to any reseller that violates this Policy, including the right to cancel new orders and to refuse to accept any additional orders.**

Each reseller of Barnett products is free to independently decide whether or not to follow this Policy. Barnett will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any reseller. In addition, Barnett does not ask for, nor will it accept, any assurance of compliance with this Policy.

Nothing in this Policy shall constitute an agreement between Barnett and any reseller that the reseller will comply with this Policy.

Barnett sales personnel have no authority to modify or grant exceptions to this Policy. All questions regarding the interpretation of this Policy must be directed to Barnett’s Management Team at (800) 237-4507.

MAP (“Promotional”) Period. The attached Schedule B defines both an authorized promotional (“MAP”) as well as a defined period in which the reseller may at their discretion navigate the MAP price to the rates established in Schedule B. The MAP promotional pricing defined in Schedule B may **only** be used during those defined periods. If Barnett determines to its satisfaction that any Barnett product has been listed outside the parameters set forth in Schedule B regarding (“MAP”), or defined period established by Barnett, Barnett will consider such advertisement a violation of this Policy



Schedule A 2017

ITEM#	DESCRIPTION	FPS	UPC CODE	MSRP	MAP
78500	Razr Ice CRT2 - MO Treestand - Side Arm Quiver, 3 - 22" Arrows, RCD & 1.5x5x32 Premium Illuminated Scope - 390fps	390	042609 785001	\$ 1,299.99	\$ 1,199.99
78501	Ghost 420 CRT2 - MO Monochrome Triggertech Trigger, Sling, Side Mnt Quiver, 3 - 22" Arrows, RCD & 1.5x5x32 Premium Illuminated -	420	042609 785018	\$ 1,199.99	\$ 999.99
78121	BC ReVengeance - Side Mnt Quiver, 2 - 20" Arrows, RCD & 4x32 Illuminated Scope - Fully Assembly - RT APG - NEW	400	0 42609 78121 8	\$ 999.99	\$ 899.99
78122	Vicious - Reverse Draw - Side Mnt Quiver, 2 - 20" Arrows, RCD & 4x32 Scope - New Fully Assembled - Kryptek Highlander - NEW	340	0 42609 78122 5	\$ 799.99	\$ 699.99
78100	Ghost 375 - Triggertech Trigger, Side Mnt Quiver, 2-20" arrows, RCD & 4x32 Push Button Illuminated Scope - RT Max-1 - NEW	385	0 42609 78100 3	\$ 699.99	\$ 599.99

Schedule B
“Promotional” Only
 valid during the following
 period **August 1 – 30**
2017
November 15 – December 15
2017



ITEM#	DESCRIPTION	FPS	UPC CODE	MSRP	Promo MAP
78500	Razr Ice CRT2 - MO Treestand - Side Arm Quiver, 3 - 22" Arrows, RCD & 1.5x5x32 Premium Illuminated Scope - 390fps	390	042609 785001	\$ 1,299.99	\$ 999.99
78501	Ghost 420 CRT2 - MO Monochrome Triggertech Trigger, Sling, Side Mnt Quiver, 3 - 22" Arrows, RCD & 1.5x5x32 Premium Illuminated -	420	042609 785018	\$ 1,199.99	\$ 899.99
78121	BC ReVengeance - Side Mnt Quiver, 2 - 20" Arrows, RCD & 4x32 Illuminated Scope - Fully Assembly - RT APG - NEW	400	0 42609 78121 8	\$ 999.99	\$ 799.99
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78100	Ghost 375 - Triggertech Trigger, Side Mnt Quiver, 2-20" arrows, RCD & 4x32 Push Button Illuminated Scope - RT Max-1 - NEW	385	0 42609 78100 3	\$ 699.99	\$ 499.99



Retail Agreement between Barnett Outdoors LLC and Qualified Retailer

Barnett has a compelling interest in promoting the premium image of its products. Barnett believes that consumer satisfaction and loyalty is best developed through sales by retailers who provide consumers with superior customer service and who promote Barnett's superior product and image.

Appointment: This appointment, when signed by an officer or principal of the Qualified Retailer and by an authorized representative of Barnett, constitutes the establishment of the Qualified Retailer as an Authorized Qualified Retailer for Barnett branded products provided it meets minimum sales expectations of each brand. This appointment further confers upon the Qualified Retailer the right to purchase such products for sale within the United States.

Compliance with Minimum Advertised Pricing: In consideration of being designated a Barnett branded Qualified Retailer, the Qualified Retailer agrees to fully comply with Barnett's policy of Minimum Advertised Pricing. Qualified Retailer acknowledges that it has received a copy of Barnett's Minimum Advertised Pricing and that Qualified Retailer is familiar with the terms of the Minimum Advertised Pricing. Failure to adhere to such policy may result in voiding this agreement. In such events, Barnett may stop any product from being shipped to Qualified Retailer.

Retail Competence: In consideration of being designated a Barnett branded retailer, the Qualified Retailer agrees to maintain qualified, knowledgeable sales personnel who have direct personal contact with the retail customers so that Barnett branded bows may be sold with the degree of expertise necessary to insure proper matching of equipment, use and maintenance of the equipment.

Territory: This agreement does not confer any special or implied exclusive territorial rights to the Qualified Retailer. Barnett reserves the right to appoint additional Barnett branded retailers from time to time in locations of its choice where, in the sole judgment of Barnett, a valid reason for such appointment exists.

Branches/Multi-Store Locations: A separate agreement with the consent of Barnett is required for each principal place of business, and for each branch shop where Barnett branded products are to be sold and serviced by the Qualified Retailer.

Limitation of Remedies: Qualified Retailer's sole and exclusive remedies against Barnett, whether for breach of contract, warranty, tort, or otherwise, in connection with the sales of Barnett branded products shall be the repair or replacement at Barnett's election of defective or nonconforming product.



No other remedies, whether for breach of contract, warranty, tort or otherwise (including without limitation, incidental, consequential, exemplary or punitive damages, lost profits, lost sales, or other of retailer's costs or losses) shall be available to the Qualified Retailer.

Limitation of Warranties: Except as expressly set forth in the Barnett brands, important Qualified Retailer Information materials (located in the Barnett branded price lists) there are no other warranties with respect to any Barnett branded products, either expressed or implied.

No Other Terms: No terms different from or additional to the terms of this Retailer Agreement or those contained in the Barnett brands important Qualified Retailer Information materials (located in the Barnett Price Lists) shall apply to any transaction involving Barnett branded products.

Validity: This agreement between Barnett and the Qualified Retailer becomes invalid with any change of location, ownership or management of the retailership and may not be assigned or passed on to any other retailer or management without the **written** consent of Barnett, which may be withheld in Barnett's sole discretion.

Indemnification: In any legal proceeding naming Barnett as defendant(s), Qualified Retailer will indemnify and hold harmless Barnett when the proceeding involves allegations of any of the following: Qualified Retailers alleged failure to comply with any obligation assumed by this Agreement; and/or

Qualified Retailers alleged negligent or improper repairing or servicing of new or used Barnett branded products; and/or Qualified Retailers alleged breach of any contract or warranty other than that provided by Barnett pursuant to this Agreement; and/or Qualified Retailer's alleged misleading statements, misrepresentations, or deceptive or unfair trade practices; and/or any modification or alteration made by or on behalf of Qualified Retailer to a Barnett branded product, except those made pursuant to the express instruction of Barnett; provided that the complaint does not involve allegations of liability premised upon separate Barnett conduct or omissions.

Renewal of Agreement: Barnett branded Qualified Retailer agreements may be renewed from year to year only by mutual agreement and by the execution of a new agreement form between Barnett and the Qualified Retailer.

Termination: This agreement may be terminated without cause at any time upon 15 days written notice either by Barnett's brands or by the Qualified Retailer.

Duration: This agreement shall be in effect from the date of acceptance by



Barnett until otherwise terminated as herein provided.

****VIOLATION OF ANY OF THE TERMS AGREED TO ABOVE MAY RESULT IN TERMINATION OF RETAILERSHIP****



*****MUST BE COMPLETED IN FULL PRIOR TO EXECUTION OF AGREEMENT*****

Retailer Name: _____

State Resale Tax #: _____ **(Attach Copy)**

Address: _____

City State Zip: _____

Retailer Signature

Date

Print First Name Last Name

Title

Barnett Representative Signature

Date

Print First Name Last Name

Title

Distributor (If Applicable)

Date

****Please fill out 2nd page separately for each Distributor Retailer purchases from****

SUBMIT SIGNED CONTRACTS TO:

Email: agreements@barnettcrossbows.com Fax:
1-727-942-6100