

TERMS & CONDITIONS FOR DEALER ORDERS

This document outlines the terms and conditions applicable to all orders placed by Dealers ("Dealer") with Crawford Outdoor, a corporation organized and existing under the laws of Kansas, with its principal place of business located at 1023 Old Hwy 40 Bypass, Hays, KS 67601 ("Crawford Outdoor" or "Company"). By placing an order, the Dealer agrees to be bound by these terms and conditions:

DEFINITIONS

This section defines key terms used within these Terms & Conditions to ensure clarity and mutual understanding:

Dealer	<i>An individual or entity placing orders with Crawford Outdoor for resale purposes.</i>
Crawford Outdoor (also referred to as 'Company')	<i>A Kansas-based corporation with its principal business located at 1023 Old Hwy 40 Bypass, Hays, KS 67601.</i>
Order	<i>A Dealer's request to purchase goods or services from Crawford Outdoor, following authorized methods.</i>
Authorized Order Placement Methods	<i>Accepted methods for placing orders, including the Crawford Outdoor online platform and bulk order forms, submitted via specified uploaders or to Orders@CrawfordOutdoor.com.</i>
Manufacturer (also referred to as 'Brand')	<i>The producer of goods sold by Crawford Outdoor, often with unique policies. Specific policies are detailed in separate documents.</i>
Payment Terms	<i>The agreed conditions under which a Dealer pays Crawford Outdoor, including schedules and late payment penalties.</i>
Credit Eligibility	<i>Criteria a Dealer must meet to receive credit terms from Crawford Outdoor.</i>
Accessorial Fees	<i>Extra charges for specific shipping services or conditions.</i>
Drop Shipping	<i>A method where Crawford Outdoor ships products directly to the end consumer on behalf of e-commerce retailers. This method is detailed in specific brand or product Order Policy documents.</i>
Special Order	<i>Non-stocked items requested by Dealers, fulfilled directly to the distributor, Dealer, or consumer. Drop shipping terms may apply for direct shipments.</i>
Bill of Lading (BOL)	<i>A legal document between a shipper and carrier detailing the type, quantity, and destination of the goods being carried. The BOL serves as a shipment receipt when the carrier delivers the goods at the predetermined destination.</i>

Order Placement and Acceptance

- 1.1. **Acceptance of Orders:** All orders submitted by Dealers to Crawford Outdoor are subject to our acceptance. Acceptance is at the Company's discretion and will be confirmed to the Dealer in the form of an invoice, which includes tracking information for the order.
- 1.2. **Methods for Order Placement:** Dealers can place orders through the following authorized channels:
 - **Online Platform:** Use the shopping cart feature on Crawford Outdoor's designated website.
 - **Bulk Order Form:** Fill out the current bulk order form and submit it using our online uploader. If technical issues prevent use of these methods, orders can be placed by emailing a completed, up-to-date bulk order form to Orders@CrawfordOutdoor.com.
 - **Information Properly Constructed POs:** Submit purchase orders (POs) that are properly constructed with accurate SKU or UPC product identifiers. POs can be sent directly to the designated Crawford Outdoor email address provided in your Dealer information packet.
 - **EDI Systems:** For Dealers utilizing Electronic Data Interchange (EDI) systems for order processing, Crawford Outdoor supports standard EDI transactions. Please contact your account representative to set up EDI order submission capabilities.

Note: It is essential for Dealers to ensure that all order details, especially product identifiers and shipping information, are accurate and complete to avoid delays in order processing and fulfillment.

- 1.3. **Accuracy:** Dealers must provide accurate and complete details for all orders, such as product specifications, quantities, and delivery instructions, to facilitate efficient processing.
- 1.4. **Order Rejection:** Crawford Outdoor reserves the right to decline orders at its discretion, including but not limited to reasons like product unavailability or inaccuracies in order details.
- 1.5. **Brand-Specific Policies:** Certain brands or manufacturers, like Kanyon Living, follow specific order and freight policies. Dealers should consult the relevant Order Policy documents for these brands, accessible upon request or via our Dealer portal, to comply with all terms and conditions.

Order Policy: Payment and Credit Terms

- 2.1. **Payment Terms Overview:** Our payment terms are designed to reward larger orders with more favorable conditions. These terms apply to orders placed via the Crawford Outdoor online platform (<https://crawfordoutdoor.com>):
 - Up to \$2,500: NET30.
 - \$2,500 - \$7,499: NET30, plus 4% freight discount.
 - \$7,500 - \$14,999: NET30 with Free Freight.
 - \$15,000 - \$29,999: NET30 with Free Freight and an additional 2% discount.
 - \$30,000 - \$49,999: NET60 with Free Freight and an additional 3% discount.
 - \$50,000 and above: NET90 with Free Freight and an additional 4% discount.
- 2.2. **Right to Refuse Terms:** Crawford Outdoor reserves the right to refuse or adjust payment terms if a Dealer is not current on payments or if the Dealer's credit status changes in a way that they are no longer approved under Crawford Outdoor's credit guidelines. Any changes in a Dealer's eligibility for specified payment terms will be communicated directly to the affected Dealer.
- 2.3. **Credit Eligibility:** Dealers must possess an approved credit line with Crawford Outdoor to qualify for the aforementioned payment terms.
- 2.4. **Continued Eligibility:** Continued eligibility for credit terms is contingent upon maintaining a satisfactory payment history and credit status with Crawford Outdoor. The Company reserves the right to review and adjust a Dealer's credit terms as necessary based on ongoing credit evaluations.
- 2.5. **Invoice Payment:** Dealers are obligated to settle all invoices within the established payment terms, starting from the invoice date.
- 2.6. **Late Payment Interest:** Overdue payments are subject to a monthly interest charge of 2% or the maximum rate permitted by law, whichever is less.
- 2.7. **Accessorial Fees:** Additional charges for freight-related services, including but not limited to unforeseen fees, scheduling fees, and lift gate services, will be billed to the Dealer.

A standard fee of \$75 is applicable for lift gate services, subject to adjustments communicated in advance to the Dealer.

Drop Shipping Terms

- 3.1. **Overview:** Crawford Outdoor's drop shipping service facilitates direct shipments to end consumers on behalf of e-commerce retailers, bypassing the need for Dealers to hold physical inventory. This service is designed to support two distinct drop shipping rhythms, catering to the varied operational needs of our Dealers.
- 3.2. **Dealer Managed Drop Shipping:**
 - Dealers provide a Bill of Lading (BOL) with their purchase order (PO), indicating that they will manage and direct the shipping process.
 - Under this rhythm, the Dealer assumes responsibility for coordinating with the shipping carrier and handling all related shipping logistics.
 - Crawford Outdoor facilitates the order fulfillment based on the Dealer's provided BOL, with no additional freight charges billed by Crawford Outdoor.
- 3.3. **Crawford Outdoor Managed Drop Shipping:**
 - Dealers submit orders without providing a BOL, entrusting Crawford Outdoor with the arrangement of shipping and handling logistics.
 - In this case, the Dealer incurs all freight-related charges and fees, which are determined based on the size, weight, and destination of the shipment.
 - Specific fees and charges, including handling fees and any potential surcharges, will not be communicated to the Dealer prior to order confirmation in.
- 3.4. **Eligibility and Activation:** Drop shipping is available to authorized Dealers and e-commerce retailers who have completed the drop shipping agreement with Crawford Outdoor. Dealers interested in drop shipping should contact their account representative to activate this service.
- 3.5. **Order Placement and Processing:** Orders must be placed in one of the manners laid out in section 1.2 of this document, Methods for Order Placement. Dealers are responsible for all customer service related to their orders, including but not limited to, post-sale inquiries and returns.
- 3.6. **Shipping and Handling:** Drop shipped orders are subject to specific shipping rates and handling fees, which are outlined in the Dealer's drop shipping agreement. Dealers will be notified of any changes to shipping rates or handling fees in advance.
- 3.7. **Product Availability:** Drop shipping availability may vary by product and brand. Dealers can access a list of eligible products for drop shipping on the Crawford Outdoor platform. Inventory levels are updated daily via email to allow Dealers to update their respective ecommerce platforms. This service is activated upon acceptance of Dealers submitted drop-shipping agreement.
- 3.8. **Returns and Exchanges:** The return policy for items shipped via drop shipping may differ from standard inventory items. Dealers are responsible for communicating the applicable return policy to their customers. Any returns or exchanges of drop shipped items should be processed in accordance with Crawford Outdoor's guidelines to ensure a smooth customer experience.

Note: Detailed information on initiating drop ship orders, including complete terms and conditions for both drop shipping rhythms, is available in your drop shipping agreement or by contacting your Crawford Outdoor account representative.

Special Order

- 4.1. **Overview:** Special Orders facilitate the procurement of non-stocked items, enabling Dealers to meet distinct customer demands. This category encompasses products listed in price sheets, catalogs, websites, or any other Crawford Outdoor product listings that are not marked as regularly stocked. It also includes made-to-order items, which are customized according to specific customer specifications.
- 4.2. **Sourcing and Shipping:** Items for Special Orders may be sourced directly from the relevant manufacturers or brands. Depending on the arrangement, these items can be shipped to Crawford Outdoor (the distributor), directly to the Dealer, or drop shipped to the end consumer.
- 4.3. **Order Process:** Dealers should submit Special Order requests via the authorized order placement methods as detailed in Section 1.2. Requests must include accurate product identifiers (such as SKU or UPC) and detailed item descriptions to ensure correct sourcing.
- 4.4. **Payment and Pricing:** Special Orders typically require prepayment or an adjusted payment arrangement based on an approved line of credit. Pricing for Special Orders may differ from standard inventory due to additional sourcing, handling fees, and freight charges.
- 4.5. **Lead Times and Availability:** Special Orders typically require prepayment or an adjusted payment arrangement based on an approved line of credit. Pricing for Special Orders may differ from standard inventory due to additional sourcing, handling fees, and freight charges.
- 4.6. **Returns, Exchanges, and Cancellations:** Special Orders typically require prepayment or an adjusted payment arrangement based on an approved line of credit. Pricing for Special Orders may differ from standard inventory due to additional sourcing, handling fees, and freight charges.

Note: The Special Order process is designed to extend Crawford Outdoor's product offerings beyond regularly stocked items, providing Dealers and their customers with access to a broader range of products and customization options. For detailed terms, including specific return and cancellation policies, Dealers should contact their Crawford Outdoor account representative.

Promotional Terms and Benefits

- 5.1. **Overview:** Crawford Outdoor is committed to providing Dealers with various promotional incentives, including special terms, discounts, and promotions. These incentives are designed to enhance the purchasing experience, reward volume purchases, and support our Dealers' sales efforts.
- 5.2. **Eligibility and Application:** Special terms, promotions, or discounts may be offered on a case-by-case basis, including customized payment schedules, freight discounts, and product-specific discounts. Dealers are eligible for these promotional benefits based on criteria set forth in this section, with details provided at the time of offer.
- 5.3. **Compliance with Promotional Terms:** Acceptance of any promotional offer requires adherence to the specific conditions applied to that promotion. This may affect standard payment terms or other order policies. Failure to comply with the terms of a promotional offer may result in its revocation, requiring the Dealer to fulfill the full invoice amount without the applied discounts or special terms.
- 5.4. **Adjustments and Discontinuations:** Crawford Outdoor reserves the right to modify, extend, or discontinue any promotional offers at its discretion, ensuring that such changes align with our strategic objectives and market conditions. Notice of any changes to promotional offers will be provided to Dealers in a timely manner.
- 5.5. **Brand-Specific Incentives:** Certain brands or manufacturers may offer unique discounts or promotions, which are governed by separate terms and conditions. Dealers are encouraged to consult the specific Order Policy documents for these brands to understand and utilize these opportunities.

Note: Dealers should regard promotional incentives as opportunities to further engage with and meet the needs of their customers. These benefits are subject to change, and Dealers are advised to stay informed about current promotions by maintaining regular communication with their Crawford Outdoor account representative.

Order Fulfillment and Shipping

- 6.1. **Fulfillment Commitment:** Crawford Outdoor commits to processing and fulfilling Dealer orders with promptness and accuracy, utilizing our inventory and resources efficiently to meet Dealer needs.
- 6.2. **Shipping Terms and Charges:** For online orders, shipping terms and any related freight charges are outlined under the "Order Policy: Payment and Credit Terms" section. Dealers should refer to this section for detailed shipping cost information.
- 6.3. **Partial Fulfillment Policy:** In instances where an order cannot be fully fulfilled due to inventory constraints, Crawford Outdoor reserves the right to ship available items. Dealers may opt to wait for complete order fulfillment by specifically requesting this at the time of order or through subsequent communication before any part of the order is dispatched.
- 6.4. **Backorder and Fulfillment Terms:** Should any items be backordered, the initially agreed upon terms apply only to the shipped portion of the order. Conditions for backordered items may be revised, subject to Crawford Outdoor's discretion and current inventory status.
- 6.5. **Brand-Specific Terms:** Certain brands, including Kanyon Living, may have unique shipping policies that deviate from Crawford Outdoor's general terms. Dealers are advised to review the specific Order Policy documents for these brands, accessible via the Dealer portal or upon request, to ensure compliance with all shipping requirements.

Note: Crawford Outdoor strives to maintain transparent communication regarding order status, including backorders and shipping updates. Dealers are encouraged to liaise with their account representatives for the most current information and assistance with order management.

Termination, Amendments, and Modifications

7.1. Termination:

- Either party can terminate the business relationship at any time for any reason.
- Termination does not exempt the Dealer from fulfilling any outstanding payment obligations to Crawford Outdoor.
- All outstanding payments must be settled within 30 days of receiving the termination notice.
- Crawford Outdoor may withhold the final shipment of products until all financial obligations have been met.

7.2. Amendments and Modifications:

- Crawford Outdoor reserves the right to amend or modify these terms and conditions as necessary.
- Dealers will be notified of any changes, which will apply to all orders placed after such changes take effect.

Governing Law, Dispute Resolution, and Title Transfer

- 8.1. **Governing Law:** These terms and conditions are governed by and construed in accordance with the laws of Kansas.
- 8.2. **Dispute Resolution:** Any disputes will be resolved through arbitration in Hays, KS, following the rules of the American Arbitration Association.
- 8.3. **Title Transfer:** Title to products remains with Crawford Outdoor until full payment is received. Risk of loss or damage transfers to the Dealer upon delivery to the carrier.
- 8.4. **Brand-Specific Disputes:** In cases where brand-specific terms conflict with these general terms, the brand-specific terms will take precedence. Dealers are responsible for reviewing and adhering to the Order Policy documents for specific brands or manufacturers.