

**STEELHEAD OUTDOORS LLC**  
**TERMS AND CONDITIONS OF SALE**

- 1. Scope of Agreement** – These Terms and Conditions of Sale (“Terms”) shall govern the sale of goods from Steelhead Outdoors LLC (“Seller”) to any customer (“Buyer”) with notice of these Terms, however gained, including the use of Seller’s website. Any contrary, different or additional terms or conditions in a purchase order or any other communication, whether written or oral, are expressly rejected unless in writing and signed by both parties. Buyer agrees that these Terms, together with those contained in any sales contract of Seller (the “Sales Order”), govern sales by Seller and constitute the entire agreement (the “Agreement”) between the parties.
- 2. Prices** – Unless otherwise agreed in writing, (a) prices set forth in an accepted Sales Order will apply; and (b) prices do not include sales, use, excise or similar taxes or any shipping, delivery or insurance costs. Customized shipping quotes may be provided upon request.
- 3. Payment** – All payments for standard goods are due and payable at the time of order placement. Payment terms for custom goods are as provided in the Sales Order. Payments owing beyond the due date are subject to interest charges of the lesser of 1.5% per month or the maximum rate permitted by applicable law. Buyer agrees to reimburse Seller for all costs and expenses, including reasonable attorney’s fees, incurred in collecting any unpaid amounts and to enforce any other or threatened breach of this Agreement. Seller may suspend production or cancel an order if Buyer fails to make payment when due. Invoices issued shall be paid regardless of disputes relating to other invoices, and Buyer waives the right to assert offsets or counterclaims with respect to such invoices.
- 4. Changes; Returns** – Changes in specifications or designs relating to any custom goods, changes in delivery schedules or reschedules or cancellations of Sales Orders are not permitted unless Seller has accepted same in writing, has determined the additional charge to be made, if any, and the same has been paid by the Buyer. Standard goods are eligible for return and refund within thirty (30) days from the date of delivery. Buyer must contact Seller at <https://www.steelheadoutdoors.com/contact> or by telephone at 612-326-4244 to obtain a return material authorization (“RMA”) number. Returned goods must be in Seller’s original shipping cartons or equivalent and Buyer must return all goods, freight prepaid, as specified in the RMA. Seller may deduct from the refund amount the costs to repair returned goods that are damaged. CUSTOM GOODS ARE NOT ELIGIBLE FOR RETURN AND PAYMENTS MADE FOR CUSTOM GOODS ARE NON-REFUNDABLE.
- 5. Delivery** – Delivery dates are approximations unless otherwise stated. Seller will use commercially reasonable efforts to deliver the goods in accordance with any agreed upon delivery schedules, but Seller will not be liable for delays in delivery. Delivery is FOB Seller’s docks (under U.C.C. shipping terms) unless otherwise agreed in writing. Freight is prepaid and added to the Sales Order, and shipments are made at the sole cost and risk of the Buyer. Buyer shall, at its sole cost and expense, be responsible for obtaining all licenses and permits and for satisfying all formalities as may be required to export the goods outside of the United States and to import them into any other country in accordance with then prevailing laws, rules and regulations. If Buyer has not specified a carrier, Seller may select the carrier but will not be deemed thereby to assume any liability in connection with the shipment nor will the carrier be construed to be an agent of Seller.
- 6. Title Transfer and Risk of Loss** – Title and risk of loss shall transfer to Buyer upon the earlier of pick-up of the goods by Buyer or its agent or on the scheduled delivery date.
- 7. Inspection** – Buyer shall inspect the goods upon arrival, and Buyer shall notify Seller in writing within twenty-four (24) hours of delivery of any claims that the goods do not conform to specifications or of damage. Failure to give such written notice during such period will constitute satisfactory shipment by Seller and irrevocable acceptance by Buyer of all goods. Notwithstanding the foregoing, claims for loss or damage of goods which Seller determines occurred in transit must be made to the carrier and not to Seller.
- 8. Force Majeure** – Seller shall not be liable for any delay or failure of delivery of any goods or other nonperformance caused in whole or part by any contingency or event beyond Seller’s reasonable control, including, without limitation, acts of any government or any agency or subdivision thereof, war, terrorist action, riots, acts of God, machinery breakage, pandemic or epidemic, or any shortage of or inability to secure labor, transportation facilities, fuel, energy, raw materials, supplies, or machinery at reasonable prices or from regular sources. In the event of the occurrence of any of the foregoing, Seller may distribute its available goods and material among its purchasers on such a basis as Seller deems fair and equitable, without liability to Buyer.
- 9. Limited Warranty** – THIS LIMITED WARRANTY (THE “LIMITED WARRANTY”) GIVES BUYER SPECIFIC LEGAL RIGHTS AND BUYER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. Seller warrants to the original Buyer as follows with respect to each type of good:

**Electronic components:** The electronic keypad and lock and other electronic accessories are warranted to be free from defects in material and workmanship for a period of two (2) years from the date of purchase.

**Long Gun Safes and other custom builds:** Custom safes and other custom-built goods are warranted to conform to the specifications expressly agreed upon in writing by the parties on the date of delivery. Except with respect to electronic components (which are warranted as provided above), all long gun safes and custom-built goods are warranted for a period of ten (10) years from the date of purchase to be free from defects in material and workmanship.

**Lock Boxes, Accessories and Other Items:** Lockboxes, lockers, gun cabinets, handgun safes and other fabricated accessories are warranted to conform to the specifications expressly agreed upon in writing by the parties on the date of delivery. All lock boxes, lockers, gun cabinets, handgun safes and fabricated accessories are warranted for a period of (2) years from the date of purchase to be free from defects in material and workmanship.

**Exclusions** – The Limited Warranty applies only to the goods sold by Seller to Buyer and does not extend to contents placed by Buyer or any third party in the safe. This Limited Warranty is not transferrable. No performance warranty is intended or implied. This Limited Warranty does not cover damage to the goods, deterioration or malfunction resulting from: (i) damage occurring in shipment (claims must be presented to the carrier); (ii) improper assembly; or (iii) accident, modification, negligence, misuse, or failure to perform normal maintenance or to follow instructions provided with the safe.

TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE ARE EXPRESSLY DISCLAIMED. In the event an implied warranty is determined to exist, Seller limits the duration and remedies of all implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose, to the duration of this express Limited Warranty. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO BUYER. No agent, employee or representative of Seller has any authority to bind Seller to any affirmation.

**Claim Procedures** – Any claim regarding breach of the Limited Warranty must be received by Seller at <https://www.steelheadoutdoors.com/contact> or by telephone at 612-326-4244 before the expiration of the warranty period. Seller reserves the right to inspect and investigate the alleged breach prior to any remedy being provided. Seller may require the return of the allegedly defective part of the good at Buyer's expense.

**Limited Remedies** – Seller's sole liability in the case of breach of the Limited Warranty, or under contract, tort or any other basis, is limited to either repair or replacement of the goods or a refund of the purchase price, at Seller's sole option, plus reimbursement of shipping costs for return of the defective part and payment of shipping costs for the replacement part. The foregoing are Buyer's sole and exclusive remedies hereunder.

- 10. Limitation of Liability** – In no event will Seller's liability to Buyer or any other person or entity exceed the price paid to Seller for the goods giving rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON INCONVENIENCE, LOSS OF USE, DAMAGE OR LOSS OF CONTENTS, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF RECOVERY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.
- 11. Indemnity** – Seller's indemnity obligation is limited by Section 10 above and to matters arising out of Seller's acts or omissions. Buyer agrees to indemnify and hold Seller harmless from all liability which was not caused by Seller.
- 12. General Provisions** – This Agreement may be amended only by a written instrument signed by each of the parties. Should any provision of this Agreement be determined to be unenforceable, the remaining provisions shall remain enforceable. This Agreement, and the respective rights of the parties under this Agreement, shall be governed and construed by the laws of the State of Minnesota, without application of any choice of law considerations. Any claim, cause of action, suit or demand allegedly arising out of or related to this Agreement, or the relationship of the parties, shall be brought exclusively in the state or federal courts sitting in Minneapolis, Minnesota, and the parties irrevocably consent to the jurisdiction and venue of such courts. Valid service of process may be effected by certified mail at the address of its last known principal office or by any other authorized means. Each of the parties irrevocably and unconditionally waive any right it may have to a trial by jury for any court proceeding arising out of or relating to this Agreement or the transactions contemplated hereby for which a party may bring such a court proceeding.