HELANBAK



HELANBAKARMS.COM | 601-736-6112 | INFO@HELANBAK.COM | 1481 HWY 13 NORTH, COLUMBIA, MS

DEALER PROGRAM

HELANBAK

TOGETHER WE WIN

HELANBAK

DEALER CREDIT APPLICATION

HELANBAK, LLC
1481 Hwy 13 N.
Columbia, MS 39429
info@helanbak.com
601-736-6112

Name: _____
Address: _____
City, State, Zip: _____
E-mail: _____
Phone: _____

Business Type:

☐ Sole Proprietor ☐ Partnership ☐ LLC/Corporation: State

Names/addresses of individuals or partners -or- Name/title/phone number of Corporate Officers

_____

_____

_____

Name of person to contact regarding purchase orders and invoice plus title, email, phone number

Accounts Payable: _____

Purchasing: _____

Bank reference: Contact person, title, and phone number

_____

_____

_____

Three trade references: Company name, address, contact and title, and phone number

1. _____
2. _____
3. _____

The above information is submitted for the sole purpose of opening an account with Helanbak, LLC and I hereby certify the information to be true and correct.

Signed: _____ Title: _____

Printed Name: _____ Date: _____

WHO WE ARE

At Helanbak, we are a precision machining and firearms manufacturing company founded in 2014 in Columbia, Mississippi. With years of experience and a dedication to craftsmanship, we specialize in providing top-quality products using state-of-the-art CNC machines.

We are committed to taking on any challenge to deliver exceptional results for our customers. Our passion for precision and excellence drives us to continually push the boundaries of innovation in the industry.

KEY CONTACTS

Jennings Freeman

MACHINE SHOP MANAGER

jenningsfreeman@helanbak.com

Kerrie Pace

ACCOUNTING MANAGER

kerriepace@helanbak.com

Brianna Fortenberry

MARKETING DIRECTOR

info@helanbak.com

RETAIL DEALER AGREEMENT

This Retail Dealer agreement ("Agreement") is entered into as of this _____day of _____20____ (the "Effective Date"), by and among _____ ("DEALER"), and Helanbak, LLC ("Helanbak"), collectively referred to as the "Parties."

WHEREAS, Helanbak is engaged in the business of manufacturing, marketing, and selling custom rifle shooting systems specifically designed for long-range hunting situations.

WHEREAS, Dealer is a legitimate member of the firearms industry as a dealer in firearms.

WHEREAS, Helanbak wants to provide discounts to Dealer for promoting and selling Helanbak products.

WHEREAS, Dealer has represented its intent and commitment to promote retail sales of Helanbak products.

NOW THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the Parties hereby agree to the terms and conditions set forth below:

1. RIGHTS GRANTED.

Helanbak hereby grants to DEALER a non-exclusive and non-assignable right to purchase, promote and resell Helanbak products according to the terms and conditions set forth in this Agreement.

2. TERM.

This Agreement is valid for twelve (12) months, beginning on the Effective Date, with automatic renewals each year.

3. PRODUCTS.

As used herein, the term "products" shall mean new or used refurbished products offered for resale by Helanbak, as listed on Dealer Order Form or made available through Helanbak's current inventory. Helanbak may, at any time and for any reason, withdraw any Helanbak product from this Agreement, without suspending the provisions of this Agreement relating to the remaining Helanbak products. Helanbak shall have no liability to Dealer for the removal of any products in accordance with this Agreement.

4. DEALER RESPONSIBILITIES.

a. Dealer shall make a minimum of ten (10) sales per year of Helanbak custom shooting systems.

b. DEALER represents that it possesses a current Federal Firearms License ("FFL"). DEALER and its employees agree to be fully knowledgeable of and comply with all federal, state, and local laws, regulations, and ordinances applicable to the sale and transfer of firearms, to comply fully with all requests from federal, state, and local law enforcement authorities for information regarding sales and transfers of firearms and to keep all required records. Dealer must also immediately report to law enforcement authorities any suspected, attempted, or actual violation of federal, state, or local laws or regulations regarding the sale of firearms of which DEALER becomes aware. DEALER further agrees to notify Helanbak of any change in, suspension of, or delay in receipt of Dealer's FFL.

c. Dealer will ensure that all its sales representatives are familiar with the features of Helanbak products. Dealer will thoroughly explain to consumers the features of Helanbak products, including safety features, and the rules of safe firearms handling and storage before delivering any Helanbak product to any consumer. Dealer will ensure that all Helanbak products delivered to a consumer are accompanied by the factory-supplied operation and safety manual.

d. Dealer will promote the sale of Helanbak products and use its best efforts to maximize retail sales of Helanbak products during the Term of this Agreement.

e. Dealer possesses, and will provide to Helanbak, a state resale tax certificate (where applicable).

f. In the event DEALER's business has a change of ownership, it agrees to notify Helanbak immediately. At such time, all open invoices payable to Helanbak shall become due.

g. INTERNATIONAL DEALERS: Dealer acknowledges, understands, and agrees that the U.S. Department of Commerce, State Department, or other governmental agency (state or federal) may require export licenses, or require compliance with other various regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR) for distribution to foreign destinations or foreign persons. Dealer agrees to adhere to all applicable laws, treaties, regulations, and guidelines.

5. HELANBAK RESPONSIBILITIES.

a. Helanbak agrees to pursue compliance with all applicable federal, state, and local laws to conform to any requirements of a specific jurisdiction to ensure the legal salability of Helanbak products.

b. Helanbak will provide written safety information for distribution with every new and refurbished Helanbak firearm.

c. Helanbak will offer Dealer Discounted Pricing of 18% off MSRP for purchases made and paid in full during the Term of this Agreement. If Dealer Pricing changes, Helanbak will provide DEALER with reasonable advanced notice.

6. PAYMENT.

Prices are net, i.e., exclusive of taxes, nonstandard packaging, the costs of packaging, loading, transport, unloading, insurance, installation, assembly, and/or other services. Dealer shall have an approved credit application on file with Helanbak and must be approved for payment terms of 30 days from invoice date. Dealer must have good and current credit status throughout the entire Term of this Agreement. Payments made by check must be made pay able to "Helanbak, LLC". Contact sales account representative for additional acceptable payment methods. Past due invoices will be subject to a 2% late fee and will be grounds for termination of this Agreement. A $25 NSF Fee will be charged to Dealer for all returned checks and will be grounds for termination of this Agreement.

7. MINIMUM ADVERTISED PRICE.

Dealer shall not advertise Helanbak products at a price below Helanbak's current minimum advertised price (MAP). Dealer has read and understands Helanbak minimum advertised price policy (MAPP). Failure to adhere to the MAPP is grounds for termination of this Agreement.

8. SHIPPING.

Dealer is responsible for all shipping costs, taxes, duties, and fees, and must always adhere to Dealer's local customs law and restrictions and all state, federal and international laws, rules and regulations.

9. MISSING PRODUCTS.

Dealer shall have fourteen (14) days from receipt of the Helanbak shipment to notify Helanbak of any "missing items" (items that may not be included in your shipment). If Helanbak is not notified of the missing product(s) within the fourteen (14) day period, it is presumed that Dealer has received all items in its shipment and any subsequent claims are barred.

10. RETURNS/RESTOCKING FEE.

If Dealer still has Helanbak products that are in original condition, and have not been altered, tagged/labeled, or opened/displayed, twelve (12) months after receiving the products, Dealer may submit a request to return products to Helanbak. Dealer must notify Helanbak, in writing, of any intent to return products and the basis of such return. Helanbak may accept returns, on a case-by-case basis, at Helanbak's discretion. However, there will also be a twenty percent (20%) restocking fee that may be charged to Dealer's next order.

11. TERMINATION.

Either party may terminate this Agreement, with or without cause, at any time by providing a 30-day written notice of cancellation by certified mail. Helanbak may terminate this Agreement at any time due to DEALER's breach of any of its obligations. Termination will be effective immediately upon delivery of written notice to such effect by certified mail with evidence of receipt/delivery. Upon termination of this Agreement, DEALER shall, within thirty (30) days of termination, pay all amounts owed Helanbak including any such amounts which might have previously been scheduled to become due at some future date because of deferred payment or credit agreements. Upon termination of this Agreement, all unshipped orders shall be cancelled without liability of any party to the other parties.

12. STATUS OF THE PARTIES.

Dealer is not considered an employee, representative, or agent of Helanbak. Neither party shall have the authority to bind the other party by way of making any statements, representations, or agreements of any kind or taking any action or engaging in any business transaction of any kind on behalf of the other party.

13. HELANBAK INTELLECTUAL PROPERTY / ADVERTISING.

a. Dealer understands that Helanbak products and all applicable Helanbak literature and intellectual property is subject to copyright, trademark, and patent restrictions which Dealer shall not infringe upon in any way.

b. Dealer may use the official Helanbak logo in its promotion of Helanbak products, which he/she must obtain from Helanbak directly. Dealer may only use such logo during the Term of this Agreement. The Helanbak name, logo, and trade dress are registered trademarks of Helanbak. Helanbak reserves the right to approve each use of the Helanbak name, logo and trade dress. Any alteration, modification, or substitution of the official name, logo, or trade dress is prohibited.

c. Helanbak shall have the right and prior approval of all advertising and promotions to be used by Dealer that relate to Helanbak products. Such approval shall be approved or denied within a reasonable time. Dealer shall submit to Helanbak, prior to use, for its approval copies of all proposed advertising or promotions relating to or containing references to Helanbak or Helanbak products.

d. DEALER shall strictly conform with any and all Intellectual Property rules, instructions, guidance, or requests communicated by Helanbak, including, but not limited to, immediate discontinuance of Helanbak's intellectual property.

e. DEALER agrees to use reasonable efforts to protect Helanbak's proprietary and intellectual property rights and to cooperate in Helanbak's efforts to protect its proprietary and intellectual property rights.

f. Helanbak products may be advertised on DEALER'S website. Dealer shall comply with all federal, local, and state regulations regarding website sales.

14. CONFIDENTIAL INFORMATION AND NON-COMPETE.

DEALER shall keep confidential and not disclose to any third party the terms of this agreement or any other confidential information of Helanbak, which includes but is not limited to marketing techniques, inventions, innovations, samples, business plans, designs, routines, programs, manuals, ideas, graphics, art, concepts, business methods, drawings, models, know-how, processes, or other information that Helanbak deems "confidential". Dealer will not copy, reverse-engineer, re-design, use as a template or model any Helanbak products with the intent to reproduce, manufacture, distribute, or sell any similar products.

15. RELEASE.

Dealer understands and acknowledges the inherent risks, hazards, and dangers that arise from or relate to the handling, use, possession, storage, and/or sales of firearms. Dealer knowingly and voluntarily assumes such risks, hazards, and dangers that include but are not limited to property damage, bodily injury, and death. Dealer does for himself/herself, and on behalf of his/her heirs, executors, administrators, officers, directors, owners, brokers, partners, agents, insurers and assigns, hereby releases, acquits, and forever discharges Helanbak, and all of Helanbak's executors, administrators, officers, directors, owners, brokers, partners, agents, insurers, assigns, and all other related persons, entities, affiliates, predecessors, and successors from any and all liability arising from or in connection with the Agreement, and/or any matter which was or could have been asserted regarding such, including any claims, actions in law or equity, causes of actions, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever. Notwithstanding the foregoing, Helanbak shall retain responsibility for any product liability or related claims sounding in design defect, manufacturing defect, or failure to warn.

16. ASSIGNMENT.

DEALER may not assign the rights and/or duties that arise from this Agreement to any third person or entity, without written consent of Helanbak.

17. GOVERNING LAW.

This Agreement and any claim or dispute arising from or related to the use of any Helanbak products, shall be governed by and interpreted under the laws of the State of Mississippi.

18. LEGAL COMPLIANCE.

DEALER agrees, represents, warrants and promises that at all times during the term of this Agreement, DEALER shall comply with all laws, rules, regulations, codes, and treaties applicable to the subject matter of this agreement and in the performance of the terms of this agreement. This Agreement and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the internal, substantive laws of the State of Mississippi, USA, including its provisions of the Uniform Commercial Code, but without giving effect to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the rights and obligations of the parties hereunder. Any additional or different terms and conditions contained in DEALER's purchase order or other documents shall not become part of this Agreement unless specifically accepted in writing by Helanbak and DEALER. DEALER agrees to pay all expenses incurred by Helanbak in attempting to enforce this Agreement or to collect amounts owed pursuant to this Agreement including all attorneys' fees and costs.

19. ATTORNEYS' FEES.

Should a claim or dispute arise from or in connection with this Agreement, the prevailing party shall pay any and all court costs, expenses, and attorney fees in connection with the action whether pre-litigation, litigation, appeal, or otherwise.

20. COUNTERPARTS.

This Agreement may be executed in counterparts and each copy shall be considered an original.

IN WITNESS WHEREOF, the undersigned persons have executed this instrument with the understanding that it takes effect as of the date it is formally executed by Helanbak and DEALER ("Effective Date"). The parties specifically agree that DEALER shall execute this Agreement first, then Helanbak.

It is recommended that you keep a copy of this Agreement for future reference.

DEALER:

Business Name FFL Number

Contact Person (please print) Title

Authorized Signature Date

HELANBAK, LLC
1481 Hwy 13 N.
Columbia, MS 39429

Authorized Person (please print) Title

Authorized Signature Date

Please fill out this form and return to Helanbak one of these ways

- Electronically fill in, download, and email to info@helanbak.com
- Print and Mail to: 1481 Hwy 13 N, Columbia, MS 39429
- Please include a copy of your FFL and Sales Tax Certificate