



ACCEPTANCE OF TERMS  
(US RETAIL ACCOUNT)

We at Southern Grind would like to thank you for your interest in becoming a retailer of Southern Grind products.

In order to establish your account here at Southern Grind Inc., we require simply that you (1) complete and return the attached Dealer Account Application (which includes an authorization for us to conduct a credit check), (2) read the Southern Grind Inc. Terms and Conditions for Retail Accounts located at <http://southerngrind.com/dealers> (the "Terms and Conditions"), and (3) sign and return this document, which confirms your understanding of the terms and conditions on which you may submit orders to us for Southern Grind products. Once we have accepted your application, you will receive an email notification from us with your account number, at which time you may submit your first order.

By applying to establish an account with Southern Grind, Inc., you understand and agree:

- Once approved by us, the establishment of an account makes you eligible to submit orders to us for Southern Grind products.
- All orders submitted by you are subject to the Terms and Conditions in effect on the date your order is accepted by us. You can find our current Terms and Conditions at <http://southerngrind.com/dealers>. As our Terms and Conditions may change from time to time, you should review those terms before submitting each order. No individual at Southern Grind, Inc. has the authority to vary the Terms and Conditions, or to waive your compliance with any of those terms, unless it is done in writing and signed by the CEO of Southern Grind, Inc.
- The Terms and Conditions supersede any terms contained in any purchase order or other order documents or correspondence submitted by you.
- We have no obligation to fulfill any order submitted by you. If (1) we provide you with an electronic or a written acceptance of your order, and (2) your account with us is in good standing or full payment is received by us in advance by credit card, wire transfer or certified check, your order is accepted. However, we may cancel an accepted order if we learn that you are in violation of the Terms and Conditions.
- YOU SHOULD CAREFULLY REVIEW THE TERMS AND CONDITIONS AS THEY CONTAIN SIGNIFICANT RESTRICTIONS ON HOW YOU ARE PERMITTED TO RESELL OUR PRODUCTS, INCLUDING MINIMUM ADVERTISED PRICES, AND LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTIES BY US, AND SIGNIFICANTLY LIMIT YOUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE WITH US.
- We may refuse to accept any order or terminate your account with us at any time, with or without cause. We may modify our retail account program, or discontinue the retail account program altogether, at any time without notice to you.
- An electronic copy of this document (such as a PDF version), when signed and returned by you, will be considered an "original" document for all purposes.



Please confirm your understanding of, and agreement to, the above and to the Terms and Conditions by signing below where indicated.

\_\_\_\_\_  
COMPANY NAME

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

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

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



SOUTHERN GRIND, INC.  
TERMS AND CONDITIONS FOR RETAIL ACCOUNTS  
(rev. 09.30.13)

1. TERMS AND CONDITIONS

The following are the terms and conditions (“Terms and Conditions”) on which Southern Grind Inc. (“Southern Grind”) agrees to make available Southern Grind knives and related products (“Products”) to retailers (“Retailer”). Only retailers who have submitted an application for a retail account and whose application have been approved by Southern Grind are eligible to order Products. By submitting an order to Southern Grind, Retailer agrees to and accepts these Terms and Conditions with respect to all transactions with Southern Grind and further agrees that any conflicting or additional terms contained in any purchase order or other documentation sent to Southern Grind are rejected by Southern Grind unless approved in writing by an officer of Southern Grind.

2. RESALE OF PRODUCTS; MINIMUM ADVERTISED PRICE

2.1 Retail Sale Only. Products are sold to Retailer strictly for resale to consumers purchasing for their own personal use and not for resale or distribution to other retailers or wholesalers.

2.2 Territorial Restriction. Retailer may resell and distribute the Products solely from the retail location or locations listed in Retailer’s application and solely to consumers taking delivery of the Products within the United States and its possessions and Canada. Without limiting the foregoing, Retailer may not: (a) distribute any Products to any person or entity if Retailer knows or has reason to believe that such person or entity intends to resell or re-distribute such Products, or (b) market or distribute Products from any location outside of the United States and its possessions.

2.3 Online Sales. Retailer may not sell, or offer to sell, Products through any online site other than Retailer’s own retail site; provided further that Retailer shall be permitted to advertise and sell Products through online “auction” sites and/or online “classified” sites so long as such sales are strictly in compliance with paragraph 2.4 below (i.e., no “best offer” or “auction” type sales that result in the advertising of Products at less than the “minimum advertised price”).

2.4 Minimum Advertised Price. Retailer may not advertise (whether in print, electronic, television, radio or other media) any Product for sale at a price below Southern Grind’s “minimum advertised price” as currently published by Southern Grind. Retailer will take reasonable precautions to prevent any price below the then-current Minimum Advertised Price from being detected and published by any Internet search engines or price scraper program.

3. MARKETING

3.1 Trademarks. Retailer may use the trademarks and logos of Southern Grind solely to identify itself as authorized to resell the Products and to advertise the Products as permitted herein; provided, however, that Retailer complies with Southern Grind’s then-current published trademark guidelines in all such usages, as such guidelines may be revised from time to time.

3.2 Marketing Materials. All Southern Grind product displays and other “point of purchase” materials provided by Southern Grind remain the property of Southern Grind and Retailer agrees to return such materials promptly on Southern Grind’s request.



#### 4. PRICE; SHIPPING; RETURNS

4.1 Price. Products are sold at Southern Grind's then-current "dealer" price, as stated in the Price List (the "Price List"), in effect on the date Retailer's order is accepted by Southern Grind. Southern Grind may, in its sole discretion, revise the Price List from time to time. Shipment of all Products shall be F.O.B. origin and risk of loss or damage to all Products shall pass to Retailer upon delivery by Southern Grind to the carrier selected for shipment. Orders for Products shall also be subject to such handling and/or processing charges as are stated in the Price List. All past due balances shall bear interest at a rate of one and one-half percent (1.5%) per month until paid in full.

4.2 Orders. Orders for Products must be initiated by written purchase order, facsimile or telephone and must be prepaid by Retailer by bank or cashier's check, Visa or Mastercard or, for Retailers with Southern Grind credit in good standing, will be shipped on net 30 day terms, and are subject to acceptance by Southern Grind. Southern Grind has no obligation to accept any order from Retailer. In addition, Southern Grind may withhold shipment of or cancel accepted orders if Southern Grind has reason to believe that Retailer is not strictly in compliance with these Terms and Conditions.

4.3 Taxes. All prices are exclusive of all taxes, duties, surcharges or other charges levied or imposed by any governmental authority and required to be collected from Retailer.

4.4 Returns. No return will be accepted unless a return merchandise authorization ("RMA") number has been issued by Southern Grind. Returns (other than those described in paragraph 5.1 below, i.e., due to a defect in workmanship) are subject to a ten percent (10%) restocking fee.

#### 5. ACCEPTANCE; PRODUCT WARRANTY

5.1 Acceptance. Retailers have a period of ten (10) days after delivery of any Product within which to report any defects in workmanship. If Retailer notifies Southern Grind within such ten-day period of a defect in workmanship which was not caused by the shipper, Southern Grind will promptly, at its option and as Retailer's exclusive remedy, either replace the defective Product (in which case Retailer will have an additional ten-day period within which to report any defects in the replacement Product) or refund the purchase price paid by Retailer. All Products are deemed "accepted" by Retailer if notice of a defect in workmanship is not received by Southern Grind within such ten-day period. Damage incurred in shipping must be reported promptly to the shipper and to Southern Grind.

5.2 Product Warranty. All Products sold to consumers by an approved Retailer are subject to Southern Grind's Limited Lifetime Warranty as published by Southern Grind. Retailer may not misrepresent the terms of Southern Grind's Limited Lifetime Warranty to any consumer, nor modify, or purport to modify, any warranty terms on behalf of Southern Grind. Retailer may not accept Products for warranty replacement or repair on Southern Grind's behalf. All requests for warranty repair or replacement from a consumer shall be directed to Southern Grind.

5.3 Disclaimer of Warranties. Retailer's sole remedy for any defects in any Product is as stated in paragraph 5.1 above. THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY NATURE, EXPRESS OR IMPLIED, RESPECTING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS RESPECTING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.



## 6. LIMITATION OF LIABILITY

6.1 Disclaimer of Consequential Damages. SOUTHERN GRIND SHALL NOT BE LIABLE TO RETAILER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOST GOODWILL OR LOSS OF BUSINESS, EVEN IF RETAILER HAS ADVISED SOUTHERN GRIND OF THE POSSIBILITY OF SUCH DAMAGES. SOUTHERN GRIND SHALL NOT BE BOUND BY OR LIABLE FOR ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, RESPECTING PRODUCTS MADE BY RETAILER OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

6.2 Limitation of Liability. IN NO EVENT SHALL SOUTHERN GRIND'S AGGREGATE LIABILITY TO RETAILER IN CONNECTION WITH ANY PRODUCT PURCHASED EXCEED THE AMOUNTS PAID BY RETAILER FOR SUCH PRODUCT. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

## 7. INDEMNITY

Retailer shall, to the fullest extent permitted by law, indemnify and hold Southern Grind harmless from and against all claims, demands, damages, costs, charges, expenses, actions, losses and liabilities of any kind, including, but not limited to, reasonable attorneys' fees and court costs, arising out of or relating to: (a) any breach by Retailer of any of these Terms and Conditions, (b) any warranties or representations made by Retailer respecting any of the Products, and (c) any other acts or omissions of Retailer, its employees, agents, and representatives. The preceding sentence shall not apply to claims, demands, damages, costs, charges, expenses, actions, losses or liabilities to the extent caused by the sole negligence, recklessness or intentional misconduct of Southern Grind.

## 8. GENERAL

These Terms and Conditions, and all disputes arising between Southern Grind and Retailer, shall be governed by and construed in accordance with the laws of the State of Georgia. Retailer and Southern Grind each agree that any dispute between them shall lie within the exclusive jurisdiction of the state and federal courts located in Fulton County, Georgia and the Northern District of Georgia, respectively, and Retailer consents to the exercise of jurisdiction by any such court. Terms and Conditions constitute the entire agreement between Retailer and Southern Grind respecting the subject matter hereof and supersede all prior proposals, agreements, negotiations, representations, writings and all other communications, whether written or oral, between Retailer and Southern Grind. If either party shall commence a legal action to collect any amounts due or to enforce any other of these Terms and Conditions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses in connection with such action.



## Dealer Account Application

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

DBA: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Province: \_\_\_\_\_

Country: \_\_\_\_\_

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

Year Incorporated Date: \_\_\_\_\_

### Information:

City: \_\_\_\_\_ State: \_\_\_\_\_

State Sales and Use Tax #: \_\_\_\_\_

FEIN#: \_\_\_\_\_

Dun & Bradstreet Account # (If available): \_\_\_\_\_

Company Web Address: \_\_\_\_\_

### Contact Information

Buyer's Name: \_\_\_\_\_

A/P Contact: \_\_\_\_\_

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

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

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

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

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

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

### Billing Address:

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Province: \_\_\_\_\_

Country: \_\_\_\_\_

### Shipping Address: Same as billing

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Province: \_\_\_\_\_

Country: \_\_\_\_\_

### (Please provide carrier and account number if freight collect is your preferred shipping method)

Carrier: \_\_\_\_\_

Account #: \_\_\_\_\_

### Tell Us about Your Business:

Who are your customers?  Military/Government  Cutlery  Law Enforcement  Sporting Goods

Other \_\_\_\_\_

What is your main point of sale?  Store Front  Internet  Shows and Expositions

### Preferred Payment Method:

VISA  MC  Bank or Cashier's check  NET 30 (approved accounts only)

Credit Card # \_\_\_\_\_

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

Name on Card: \_\_\_\_\_

NET30 Applicant (Must have minimum of two previous purchases before eligible)

### Bank Information

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

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

Contact Name: \_\_\_\_\_

Acct#: \_\_\_\_\_

### Credit References (Minimum of 2):

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_

### Dealer Requirements (Only completed applications will be

processed): Check when attached:

Complete and signed agreement

Copy of resale license

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Contact Name: \_\_\_\_\_

**I authorize Southern Grind to perform a credit check and agree to comply with the Southern Grind Terms and Conditions for Retailers:**

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

Company Name: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

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

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

Contact Name: \_\_\_\_\_