

PURCHASE ORDER TERMS AND CONDITIONS

These terms apply to the provision of goods and/or services from the party identified on the face of the Purchase Order ("PO") as the provider ("Vendor") to Smith & Wesson Brands, Inc., either directly or through a subsidiary as identified on the face of the PO ("Buyer"). Vendor and Buyer are each a "Party" and together, the "Parties" to this PO.

1. **Acceptance:** This PO is Buyer's offer to purchase the goods and/or services specified on the line-item(s) as appearing on the face of this PO, at the price stated and by the date required (each respectively "Goods" or "Services", and collectively "Products"). Buyer may, at any time prior to acceptance of the PO by Vendor, withdraw its offer for any reason or no reason. Vendor shall be deemed to have accepted this PO if: (i) Vendor does not notify Buyer that Vendor rejects Buyer's offer within five (5) business days of Vendor's receipt of this PO; or (ii) Vendor ships the Goods or begins performing the Services.
2. **Inspection:** All Product received is subject to inspection and approval by Buyer. Buyer shall have reasonable time after delivery to test or otherwise inspect the Product to determine whether the Product conforms to Buyer's specifications. Buyer's specifications include and but are not limited to quality, quantity, date and time of delivery, proper labeling, and proper documentation. Buyer's acceptance of the Product, inspection of the Product, or payment for the Product, shall not relieve Vendor of any obligations under this PO, and does not release Vendor from liability for latent defects. Buyer does not waive any of its rights of inspection or rejection by unloading or using non-conforming Product. Payment for Product does not constitute acceptance. No charge shall be made by Vendor for packaging except with the advance written consent of Buyer. Buyer's production schedules are based upon the condition that all Product will be delivered to Buyer by the date specified on the face of this PO, or if on a blanket order, the future dates agreed upon by the Parties. Time is of the essence regarding this PO.
3. **Cancellation:** If the Product covered by this PO is a standard stock items, Buyer at its option may cancel at any time, without cause, any unshipped portion of this PO without obligation hereunder, except to make payment subject to other applicable terms hereof for the Goods actually shipped prior to such cancellation. If Product covered by this PO is not a stock item, Buyer at its option may cancel at any time, without cause, any unshipped portion of this PO without further obligation hereunder except to make payment, subject to the other applicable provisions hereof, for the Product actually shipped prior to such cancellation plus direct costs incurred by Vendor prior to receipt of notice of cancellation with respect to this PO.
4. **Title and Risk of Loss:** Title and risk of loss to the Product shall pass to Buyer upon delivery of the Product to the Buyer "ship to" location specified in this PO.
5. **Changes:** Buyer shall have the right to make changes in specifications relating to this PO. If any such change causes a variation in the cost of furnishing the Product covered hereby, the price of such Product shall be adjusted by written agreement between the Buyer and Vendor.
6. **No Substitution:** When Buyer is furnishing any material, in whole or in part, for the manufacture of parts or assemblies, Vendor shall not substitute material from any other source, nor shall Vendor alter physical or chemical properties of such material except with Buyer's written approval.
7. **Recalls:** In the event that Buyer or Vendor determines that a recall of the Product is necessitated by a defect or a failure to conform to specifications, applicable laws, or any other reason within the Vendor's control, Vendor shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, cost of returning the Product, and lost profit and other expenses incurred to meet obligations to third parties.
8. **Best Competitive Price:** Vendor will give Buyer the benefit of any price decreases to the specified or actual shipping date, whichever is later. To the extent legally permissible, Buyer may request Vendor to meet competitive offers by providing Vendor written evidence that Buyer has received an offer from a non-affiliated producer to sell like grade and the same or lesser quantity of Product at a lower delivered price for all or any portion of the Product to be sold under this PO. Within fifteen (15) days after receipt of such evidence, Vendor will notify Buyer whether Vendor will meet the offer on future orders. If Vendor does not agree to meet the offer on future orders, Buyer may purchase Product offered under the competitive offer without such reduction constituting a breach of this PO, and any purchase quantities specified in this PO will be reduced by the quantity of Product purchased by Buyer under the competitive offer.
9. **Warranty:** Vendor hereby expressly warrants that it has good and marketable title to all Product delivered to Buyer hereunder, free and clear of all liens and encumbrances. Vendor further warrants, with respect to Goods purchased hereunder, that all parts thereof and the operation thereof: (i) shall conform to Buyer's standard specifications or such other specifications as are made a part of this PO and be fit for the purpose identified therein or for the common use with such specifications; (ii) shall be free from defects in material and workmanship; and (iii) shall not infringe any patent, trademark or copyright or other intellectual property right(s) of any third party. With respect to any Services provided hereunder, Vendor warrants that such Services shall be performed in accordance with the highest standards, practices and codes of the industry applicable to such Services. This warranty is in addition to any and all other warranties, express or implied, and no disclaimer of warranty or limitation of liability by Vendor is acceptable. The provisions of this paragraph are explicitly made a material condition to this PO, and may not be modified without an amendment signed by the Vendor and the Buyer.
10. **Force Majeure:** Neither Party will be considered in default of this PO (except for the obligation to make any payment when due), to the extent that any such breach results from, or is made impracticable by any cause beyond its reasonable control, such as acts of God, war, fires, explosions, natural disasters, pandemics, strikes or lockouts, sabotage, critical equipment failure, and governmental laws and regulations (a "Force Majeure Event"). The Party whose performance is affected by a Force Majeure Event shall: (i) give prompt notice to the other Party stating the details and the full particulars in connection therewith and the expected duration of the event; and (ii) take commercially reasonable steps to resume performance promptly. If the Force Majeure Event continues for more than ninety (90) days, the Party not affected shall have the option to terminate this PO upon notice to the other Party. The Party whose performance is affected by the Force Majeure Event shall have the right to omit during the duration of the Force Majeure Event all or any portion of the quantity of Product deliverable during such period for the affected facility whereupon the total quantity of Product deliverable hereunder shall be reduced by the quantity so omitted. If, due to any such Force Majeure Event, Vendor is unable to supply the total demands of Product specified hereunder, Vendor shall allocate its available supply among its internal and external customers in a fair and equitable manner.
11. **Confidentiality:** Vendor shall not advertise, publish or disclose the fact the Vendor has furnished Product ordered hereby without first obtaining the written consent of Buyer. In instances where a Non-Disclosure Agreement may not have been executed in advance of Product being delivered under this PO, Vendor agrees to keep confidential and not disclose to any third party without the written consent of Buyer, any technical or business information or research plans or activities relating to Buyer, made available to Vendor by Buyer, or otherwise learned or developed by Vendor, relating to the Product or Buyer's business ("Confidential Information"). Vendor further agrees not to use such Confidential Information except for the purpose of performing this PO.
12. **Return of Confidential Information:** Buyer shall at all times retain title to all drawings and specifications furnished by Buyer and intended for use in connection with this PO. Vendor shall, upon Buyer's request, promptly return all drawings and specifications to Buyer. If a return of Confidential Information is impracticable, the Vendor shall either certify as to destruction of the same, or if in the form of data, continue to protect beyond the term of this PO such Confidential information.
13. **Remedies:** Upon Vendor's breach or default of this PO and in addition to all other remedies available to Buyer at law or in equity, Buyer may, without further liability to Vendor, terminate or cancel this PO or any portion thereof or any of its obligations hereunder. Buyer may declare Vendor in default if: (i) the Product or any part thereof does not conform to specifications or to Vendor's representations and warranties, express or implied, (ii) the Product or any part thereof is not delivered or performed in accordance with this PO; (iii) Vendor is otherwise in breach of this PO; (iv) Vendor makes a general assignment for the benefit of creditors; (v) a receiver is appointed over Vendor's property; or (vi) a petition is filed against, or by, Vendor in any bankruptcy or insolvency proceeding. In addition to any other remedies available to Buyer, Vendor shall be liable to Buyer for any and all claims arising out of Vendor's performance hereunder including without limitation: (i) replacement of any non-conforming Product, or at Buyer's option, the refund of the purchase price; (ii) reimbursement of out of pocket costs reasonably incurred by Buyer for removal, storage, transportation and disposal of non-conforming Product unless non-conforming Product is returned to Vendor at Vendor's request and expense; (iii) return, shipping charges collect, all Products received by Buyer more than ten (10) days beyond or in advance of the delivery date specified; and (iv) all out of pocket costs incurred by Buyer to recall or rework any of the non-conforming Product. In no event will either Party be liable to the other Party for incidental, consequential, indirect, special or punitive damages, except as otherwise expressly set forth herein. All rights and remedies herein reserved to Buyer shall be cumulative and in addition to any other or further rights and remedies provided it in law or equity.
14. **Indemnification:** Vendor agrees to indemnify and hold harmless Buyer and Buyer's parent company, subsidiaries, affiliates, successors and assigns and their respective directors, officers, shareholders and employees, and Buyer's customers (collectively, "indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses"), arising out of, or occurring in, connection with the Products purchased from Vendor, or from the negligence, willful misconduct or breach of the terms of this PO by Vendor, its representatives, employees, agents or subcontractors. Vendor shall maintain such public liability, property damage, and workmen's compensation insurance as shall protect Buyer from any of such risks and from any claims under workmen's compensation acts. Further, Vendor shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods, or receipt of the Services, infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Vendor enter into any settlement of any indemnity contained in this PO without Buyer's or Indemnitee's prior written consent.
15. **Ownership:** All materials, including without limitation, tools, furnished by or charged to Buyer shall be and remain the property of Buyer and subject to the following conditions: (i) such materials may be removed at any time without cost upon demand by Buyer; (ii) such materials shall be used only if filling orders from Buyer; (iii) such materials shall be kept separate from materials of Vendor and clearly identified as the property of Buyer; (iv) Vendor, while in possession of such materials, assumes all liability for loss or damage, normal wear and tear excepted, and agrees to supply detailed statements of such materials held when reasonably requested by Buyer.
16. **Intellectual Property Rights:**
 - 16.1 All right, title and interest in and to Intellectual Property Rights of whatever nature arising out of or related to any Product shall vest in, and be the sole and exclusive property of, Buyer, whether or not specifically recognized or perfected under applicable law. For purposes of all copyright and similar laws, it is expressly agreed upon between Buyer and Vendor that Product shall be deemed "works for hire" to be owned by Buyer. Buyer will own all Intellectual Property Rights in any copies, translations, modifications, adaptations or derivatives of any services or deliverables, including any improvements or developments thereof. For the avoidance of doubt, the Parties hereby affirm that Buyer shall have the sole right to copy, distribute, amend, modify, develop, sublicense, sell, transfer and assign the services and deliverables, associated documentation, or any enhancements thereof.
 - 16.2 "Intellectual Property Rights" means the collective worldwide intellectual property rights now held or hereafter filed, issued, created or acquired, by a party to this PO, arising under statutory or common law or by contract, for (i) all classes or types of patents and patent applications, (ii) all works of authorship, including all copyrights and moral rights in both published and unpublished works and all registrations and applications; (iii) all mask works and all registrations and applications; and (iv) all inventions, know-how, trade secrets, and confidential and proprietary technical and non-technical information. Intellectual Property Rights shall include, but is not limited to, proprietary rights in any invention, discovery, development, improvement, design, idea, suggestion, writing, computer software, sound recording, pictorial reproduction, schematic, drawing, or other graphic representation, and works of any similar nature, whether or not protectable by statute or common law.
 - 16.3 Buyer acknowledges Vendor's ownership and/or rights in all Intellectual Property Rights in all material that can be shown by Vendor to have been created by the Vendor prior to the commencement

- of the work related to the Services and production of the Goods, or contemporaneously with such work and production (together "Vendor IP"), and, that do not include nor reference Confidential Information of Buyer. Ownership of Vendor IP shall remain vested in the Vendor. The Vendor shall grant to Buyer a worldwide, perpetual, fully paid up, irrevocable, non-exclusive and non-transferable license to use, copy and modify the Vendor IP related to the Product and that are delivered to Buyer.
17. Compliance with Laws and Regulations: Vendor represents warrants and covenants that in performing its obligations under this PO, it will comply with all applicable laws, rules, regulations and ordinances. All Goods must be clearly labeled and marked by Vendor to comply with applicable laws and regulations.
 18. FCPA Compliance: Vendor represents and warrants that it shall comply with all applicable laws and regulations prohibiting corrupt practices, including the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act. Vendor shall provide Buyer with such information and certifications as are, from time to time, requested by Buyer regarding Vendor's compliance with the FCPA and related laws. Any breach of this paragraph by Vendor shall be deemed a material breach and shall entitle Buyer to immediately terminate this PO without any continuing obligation.
 19. Code of Conduct: Vendor represents and warrants that it shall comply with the Smith & Wesson Brands, Inc. Supplier Code of Conduct as set forth on www.smith-wesson.com/supplier-code-conduct.
 20. ITAR & EAR Regulations: Vendor shall not export any of Buyer's drawings, samples, technical data, manuals, etc. as such items may be controlled by U.S. Department of State ("DOS") under the Arms Export Control Act (International Traffic in Arms Regulation or "ITAR") and/or the U.S. Department of Commerce ("DOC") under the Export Administration Act (Export Administration Regulations or "EAR"). Vendor hereby certifies that it understands its obligations to comply with ITAR and EAR, and the terms of any DOS or DOC export license or export or temporary import exemption/exception applicable to this PO. Accordingly, Vendor shall exercise strict control covering the disclosure and access to technical data, information and other items received under this PO, as required under U.S. export control laws and regulations, including but not limited to ITAR and EAR. Vendor agrees that no technical data, information or other items provided by Buyer in connection with this PO shall be provided to any Non-U.S. Persons (as defined in the ITAR), or to a foreign entity, including without limitation, a Non-U.S. Person employee or subsidiary of Vendor (including any located in the U.S.), without the express written authorization of Buyer, and not before the Vendor obtains appropriate authorization from the DOS or DOC, as applicable.
 21. Audit of Books and Records: During the term of performance under this PO and for a period of three (3) years after last performance under this PO, Buyer, its representatives and agents shall be entitled to conduct audits of Vendor's relevant books and records to confirm that Vendor has properly billed Buyer for fees and expenses incurred in connection with this PO. Such audits shall be scheduled and conducted during normal business hours and shall not unreasonably interfere with Vendor's business activities. Vendor agrees to provide access to the relevant records for purposes of the audit. Prompt adjustment shall be made to compensate for any overpayment by Buyer disclosed by such audit (including interest on such amounts). Any such audit shall be paid for by Buyer, unless discrepancies of greater than five (5%) are disclosed, in which case the Vendor shall pay the costs associated with the audit and any discrepancy.
 22. Right of Offset: For any amounts due to Buyer from Vendor, Buyer shall have the right to offset against any amounts owed to Vendor from Buyer, including but not limited to those amounts arising out of promotional activities.
 23. Publicity; Use of Trademarks: Vendor shall not make any public statements or announcements relating to this PO without the prior written consent of Buyer. Vendor shall not display nor use, in advertising or otherwise, any of Buyer's trade names, logos, trademarks, service marks or other indicia of origin without Buyer's prior written consent (which consent may be revoked at any time).
 24. Country of Origin/Manufacture: Vendor shall maintain records and data sufficient to provide a statement of origin as to all Goods covered by this PO, including whether all or part of such Goods are products of a U.S. manufacturer.
 25. Equal Opportunity: Buyer is an equal opportunity employer and is committed to providing opportunities to minority-owned and disadvantaged enterprises. Consequently, Buyer encourages each of its vendors to utilize businesses that qualify under applicable minority business enterprise programs, small or disadvantaged business programs, or other federal, state or local statutes or ordinances that encourage using these businesses.
 26. Compliance with Buyer Policies: If deliveries or on-site Services are provided by the Vendor, the Vendor agrees to comply with Buyer's facilities access rules and all applicable site safety, health, and environmental rules and requirements as specified by the Buyer. Non-compliance with such rules and requirements will be considered non-performance of the provisions of this PO by Vendor.
 27. Applicable Law; Jurisdiction:
 - 27.1 This PO shall be governed by the laws of the State of Massachusetts without regard to its conflicts of laws principles. Subject to Subsection 27.2, each Party hereby consents to the venue and jurisdiction of the state and federal courts in the State of Massachusetts.
 - 27.2 Except for the right of either Party to apply to a court of competent jurisdiction for any equitable relief to preserve the status quo or prevent irreparable harm, any dispute arising under this PO shall be settled by arbitration in the State of Massachusetts, before a single arbitrator in accordance with the rules then obtaining of the American Arbitration Association.
 28. Relationship of the Parties: The relationship between the Parties is that of independent contractors. Nothing contained in this PO shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this PO.
 29. No Third-Party Beneficiaries: This PO is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
 30. Non-Waiver: The failure of Buyer in any instance either to insist upon the strict performance of any of the terms of this PO or to exercise any right or privilege given to Buyer hereunder, or any waiver by Buyer of any breach of any terms or conditions of this PO shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and such terms, conditions, rights or privileges, shall continue and shall remain in force and effect as if no waiver had occurred.
 31. Severability: If any term or provision of this PO is judicially determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this PO or invalidate or render unenforceable such term or provision in any other jurisdiction.
 32. Assignment: Vendor may not assign this PO without the prior written consent of Buyer.
 33. Conflicting Terms: It is the Parties' intent to be exclusively bound by the terms of this PO for this transaction, and specifically exclude any preprinted terms in the Vendor's documentation provided prior to the transmittal of this PO, or provided upon Vendor's acceptance of this PO. Any such proposed terms shall be void, and the terms of this PO shall constitute the complete and exclusive conditions of the contract between the Parties, and may only be superseded by a written instrument signed by authorized representatives of both Parties. If this PO has been issued by Buyer in response to an offer, and if any of the terms of this PO are in addition to, or different from, the terms of such offer, then the issuance of this PO by the Buyer and performance by the Vendor, shall constitute an acceptance of such offer, subject to the express condition that Vendor consents to this PO constituting the entire agreement between Buyer and Vendor with respect to the subject matter hereof. Vendor will be deemed to have accepted this PO, and the terms contained herein, unless Vendor notifies the Buyer to the contrary in writing, within three (3) days of receipt of this PO.
 34. Notice: All notices to Buyer must be made in writing, and shall be deemed given if delivered by registered or certified mail, return receipt requested, to: Smith & Wesson Brands, Inc. 2100 Roosevelt Avenue, Springfield, MA 01104 Attn: Legal Department.

SPECIAL VENDOR INSTRUCTIONS

- Receiving Hours: 7:00 A.M. to 5:00 P.M. Monday through Friday
- All Vendor personnel coming on-site must obey all safety rules, and comply with any facility access rules, and may be required to present a government-issued photo ID and certify that they are:
 - (i) a US Person (see Section 20 hereof); and (ii) not legally prohibited from possessing a firearm.
- All shipments must conform to Department of Transportation hazardous materials regulations in effect at time of shipment.
- A packing list with PO number is required for each shipment and a bill of lading is required for each freight shipment.
- All deliveries must comply with the Buyer's shipping guidelines then in effect
- An invoice for each delivery, with PO number, is required to be emailed to accountspayable@smith-wesson.com.