

## Terms and Conditions



9750 Aberdeen Rd.  
Aberdeen, NC 28315  
910.944.8700

**Resale:** Customer is purchasing for re-sale purposes only. Customer/applicant agrees to maintain a state resale number and certificate in the state conducting business.

**Compliance with Laws:** Customer acknowledges compliance to all Federal, State and Local laws and Ordinances on the purchasing, record keeping, storage and sale of all products purchased from TGD, including all necessary federal, state and municipal business licenses. Customer further acknowledges that they secure permits to fully comply with all ITAR regulations and comply with the Foreign Corrupt Practices Act.

**Manufacturer Program Compliance:** Customer agrees to follow all legal manufacturer programs that specify restrictions on advertising or selling at specified retail prices.

**Pricing:** Prices are subject to change without notice.

**Order Policy:** Orders are subject to acceptance. Orders cannot be modified or cancelled after shipment. Backorders below \$25 are subject to cancellation at the sole discretion of TGD.

**Special Order Policy:** Items from TGD current vendors that are not in our stocking assortment can be special ordered. A 50% non-refundable deposit is required and a \$10 fee is charged (per order). Special orders may not be returned. The order is subject to current freight policy and service fees.

**Freight:** \$750.00 free freight includes the continental US states only and may consist of accessories and firearms. Ammunition may be included but will only be shipped to the TGD Green Zone states. Orders less than \$750.00 that do not include ammunition ship for a flat rate of \$20.00. Orders less than \$750.00 that include ammunition ship at actual freight cost. Special delivery charges levied by the freight companies are charged based on their fee schedule to include residential and extended delivery. All damaged/missing freight must be reported within 2 business days of delivery date.

**Drop Ship Orders:** The order is subject to current freight policy and service fees.

**Payment:** Orders on PREPAY terms must be paid in full before the shipment leaves our facility. Acceptable forms of prepayment include company check, ACH, and the following major credit and debit cards: VISA, MASTER CARD, DISCOVER, & AMERICAN EXPRESS. (Credit card payments do not qualify for cash discounted pricing.) Any returned checks will be subject to a \$40.00 Return Payment Fee. Open payment terms are granted through satisfactory review of a signed credit application and personal guaranty that requires industry trade references given by the applicant. For open terms customers, invoice balances not paid within 7 days of the due date shall incur a late fee at 2% of the total invoice balance. Thereafter, past due balances shall bear interest charges at a rate of 1.5% per month.

**Security Interest:** Customer grants to TGD a purchase money security interest in any products sold to customer on credit, and a first security lien right in all products purchased from TGD to secure the payment of all amounts owed TGD. Customer hereby authorizes TGD to sign any document required to perfect TGD's security interest, including financing statements under the Uniform Commercial Code.

**Collection:** Customer understands and agrees that if credit is extended, then all invoices are to be paid by the due date on the invoice. Customer shall be liable for all cost incurred by TGD in the collection of any delinquent account, including attorney fees, filing fees, court costs, late fees, third-party collection fees, interest charges, etc.

**Returns:** Customer agrees not to return any merchandise to TGD without prior approval. Approved returns are subject to a 15% restocking fee. The RMA number must be written on the outside of the box. All shipment errors must be reported in 7 business days.

**Defective Merchandise:** is to be returned directly to the manufacturer in accordance with their warranty and return policies.

**Warranties:** The only warranties applicable to the products sold by TGD are any express warranties from the manufacturer of the product. Customer understands and agrees that TGD makes no representation or warranties of any kind of nature concerning the products it sells or it's safe or consequential use. Customer agrees to waive any and all implied warranties including merchantability or fitness for a particular purpose.

**Notification:** Customer agrees to promptly notify TGD of any changes in the ownership or control of its business or in the form of its business entity.



Wholesaler of Performance Firearms, Ammunition & Tactical Gear  
[www.TacticalGearDistributors.com](http://www.TacticalGearDistributors.com)



# TGD DEALER APPLICATION



## INSTRUCTIONS

To become a TGD Dealer, please submit the following:

1. Completed TGD Dealer Application (this form)
2. Copy of your State Business and Reseller's License
3. Photo of your store front with sign and interior photo
4. If Firearms Retailer, Include Signed FFL
5. Copy of your State Sales Tax Exemption Certificate.
6. Minimum \$750 Order of Shippable Merchandise Required with New Dealer Application

Please send them to us via one of the following means:

FAX to: 910.401.1046 or E-mail them to [sales@tacticalgeardistributors.com](mailto:sales@tacticalgeardistributors.com)

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## BUSINESS CONTACT INFORMATION

Company Name:		Buyers Name:	
Phone:	Fax:	E-mail:	
<b>Billing</b> Address:			
City:		State:	ZIP:
<b>Shipping</b> Address:			
City:		State:	ZIP:
Do you have a loading dock or forklift to accept freight shipments? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, <input type="checkbox"/> Loading Dock <input type="checkbox"/> Forklift			
Sole Proprietorship: <input type="checkbox"/>	Corporation: <input type="checkbox"/>	Other: <input type="checkbox"/>	Owner: <input type="checkbox"/> Start Date: <input type="checkbox"/>
Physical Store Front: <input type="checkbox"/> Yes <input type="checkbox"/> No		Online Store Front in addition to Physical Store Front: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Customer Base: Tactical <input type="checkbox"/> Military <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Other <input type="checkbox"/>		FFL: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Retail Sales Volume: <\$100,000 <input type="checkbox"/> \$100,000-\$500,000 <input type="checkbox"/> \$500,000-\$1,000,000 <input type="checkbox"/> >\$1,000,000 <input type="checkbox"/>			
How did you hear about us? <input type="checkbox"/> Referral <input type="checkbox"/> Flyer <input type="checkbox"/> Trade Show <input type="checkbox"/> Facebook, LinkedIn <input type="checkbox"/> Internet Search			
Tell Us About Your Company:			

## TRADE REFERENCE INFORMATION:

Requested Payment Terms:  Credit Card  ACH  Wire Transfer  Line of Credit & Credit Limit Requested: \_\_\_\_\_

Trade Reference Name 1:		Contact Name:		
Phone:	Fax:	Email:		
Address:		City:	State:	Zip:
Trade Reference Name 2:		Contact Name:		
Phone:	Fax:	Email:		
Address:		City:	State:	Zip:
Trade Reference Name 3:		Contact Name:		
Phone:	Fax:	Email:		
Address:		City:	State:	Zip:

**AGREEMENT:** The undersigned hereby acknowledges agreement to the terms and conditions as listed on [www.TacticalGearDistributors.com](http://www.TacticalGearDistributors.com) and authorizes TGD to make such inquires as necessary into the business/trade references supplied.

Signature (Office, Partner, Owner):	Date:
Print Name:	
Title:	

### Personal Guaranty Agreement

The undersigned individual(s) hereby agrees to personally guarantee any and all obligations of the applicant and the company. This guaranty shall be continuing and unlimited and may be terminated only on 30 days' written notice to the company. The company may exercise its rights under this guaranty without first taking any action against the applicant.

Guarantor's Printed Name:	
Guarantor's Signature:	Date:



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