



Order Quotation

Ultimate Training Munitions
55 Readington Road
North Branch, NJ 08876
Phone: (908)725-9000
Fax: (908)725-0457

Quote#: 10606

Quote Date: 2021-11-08

Customer		Service to		
GARRARD COUNTY POLICE DEPARTMENT		GARRARD COUNTY POLICE DEPARTMENT 15 PUBLIC SQUARE, STE 4 LANCASTER, KY, 40444, US		
Contact	Phone Number	Email	Account#	
GIBSON, JOSH	-	jrbisdon08@gmail.com	30180	
Quote Name	Quote Expiration Date	ARO Days	Terms	
	2021-12-08		30 NET	
Entered By	Sales Rep.	Currency	Freight Terms	
KCAMORLINGA	House account	USD	FCA TX	

Note:

Line	UTM PART# / Description / Note	Quantity	UOM	Unit Price	Total Net	Sales Tax	FET
1	01-3910 AR-15 5.56 MMR/BLANK KIT AND MAGAZINE ESTIMATED 90 DAYS LEAD TIME	8	Ea	324.45000	2,595.60000	0.00000	0.00000
2	01-3097 5.56MM NMR ESTIMATED 90 DAYS LEAD TIME	1800	Ea	0.82400	1,483.20000	0.00000	163.15000
3	69-HELMET-BLACK HELMET ESTIMATED 90 DAYS LEAD TIME	8	Ea	176.75000	1,414.00000	0.00000	0.00000

Customer will not sell or ship any Products purchased from Ultimate Training Munitions, Inc. outside of the contiguous United States, Alaska and Hawaii unless Customer has the appropriate authorization and complies with all applicable laws, rules and regulations including but not limited to a) International Traffic in Arms Regulations (ITAR) and b) for Products that originate in United Kingdom, an authorization from UK Department of International Trade which among other things require a completed End User Certificate (EUC) per <https://www.gov.uk/government/publications/end-user-under-taking-euu-form>.
GSA pricing available on contract items: Contract # 47QSWA19D00AS



Order Quotation

Ultimate Training Munitions
55 Readington Road
North Branch, NJ 08876
Phone: (908)725-9000
Fax: (908)725-0457

Quote#: 10606

Quote Date: 2021-11-08

Customer		Service to		
GARRARD COUNTY POLICE DEPARTMENT		GARRARD COUNTY POLICE DEPARTMENT 15 PUBLIC SQUARE, STE 4 LANCASTER, KY, 40444, US		
Contact	Phone Number	Email	Account#	
GIBSON, JOSH	-	jrbisdon08@gmail.com	30180	
Quote Name	Quote Expiration Date	ARO Days	Terms	
	2021-12-08		30 NET	
Entered By	Sales Rep.	Currency	Freight Terms	
KCAMORLINGA	House account	USD	FCA TX	

Note:

Line	UTM PART# / Description / Note	Quantity	UOM	Unit Price	Total Net	Sales Tax	FET
4	FREIGHT CHARGE FREIGHT CHARGES ADDED UPS GROUND	1	Ea	157.64000	157.64000	0.00000	0.00000

For your convenience we also accept all major Credit Cards.
A 3% convenience charge will be added to the payment.

Total w/o Sales Tax or FET:	5,650.44
Sales Tax Total:	0.00
FET Total:	163.15
Quotation Total:	5,813.59

Customer will not sell or ship any Products purchased from Ultimate Training Munitions, Inc. outside of the contiguous United States, Alaska and Hawaii unless Customer has the appropriate authorization and complies with all applicable laws, rules and regulations including but not limited to a) International Traffic in Arms Regulations (ITAR) and b) for Products that originate in United Kingdom, an authorization from UK Department of International Trade which among other things require a completed End User Certificate (EUC) per <https://www.gov.uk/government/publications/end-user-under-taking-euu-form>.
GSA pricing available on contract items: Contract # 47QSWA19D00AS

UTM - GENERAL TERMS AND CONDITIONS

The following terms and conditions are those under which **Ultimate Training Munitions, Inc.** (hereinafter referred to as "Seller") shall quote for sale, or shall sell, non-lethal training ammunition and related conversion kits, along with related accessories and personal protective equipment (hereinafter collectively referred to as the "Products") to any person or entity (hereinafter referred to as "Buyer") offering to purchase or purchasing the Products. These terms and conditions supersede any contained in any prior proposals, negotiations and representations made by Seller, if any.

1. **PRICES.** Written Price quotations expire thirty (30) calendar days from the date on which they are issued and are subject to cancellation by the Seller within that period on notice to the Buyer.
All Prices quoted for the Products are subject to change without notice. On orders calling for future delivery, Seller reserves the right to invoice the Buyer for the Products purchased at the Prices for those Products that are in effect at the time of shipment of those Products.
Prices on the Products are exclusive of all city, state, and federal excise taxes including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Wherever assessed in connection with the Buyer's purchase or use of the Products, the amount of any tax or taxes on the Products will be added to the invoice as a separate charge or charges to be paid by the Buyer. In order to eliminate the need for Seller to collect any such taxes, the Buyer agrees to provide Seller with a tax exemption certificate issued by the relevant taxing authorities.
2. **TERMS OF PAYMENT.** Unless otherwise agreed, payment for all Products will be Payment in Advance. If in Seller's sole opinion the financial condition of the Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. Buyer shall have no right to withhold or to set off against any payments to Seller to compensate for any claims Buyer allegedly has against Seller.
Interest at the rate of one and one-half percent (1½%) per month, but not in excess of any applicable lawful maximum amount, may be assessed on, and added to, all invoices issued to Buyer that are considered overdue. All costs of collection, including reasonable attorney's fees, expended by Seller in connection with any outstanding amounts owed by Buyer shall be added to the unpaid balance of Buyer's account with Seller.
3. **ORDERING:** Complete model number and product description should be given for each Product ordered. To avoid possible errors and delays, orders initially entered by telephone should be confirmed by a follow-up written purchase order. All change or add orders must be received within two (2) working days of original order date.
4. **ORDER ACKNOWLEDGEMENT AND ACCEPTANCE:** Seller will acknowledge each purchase order with a Promise Ship Date based on availability at the time the order is placed. Buyer agrees to update their purchase order with the acknowledged Promise Ship Date. Seller will consider the order accepted after twenty-four (24) hours from acknowledgement unless changes are communicated by the Buyer. Once accepted, all orders become non-cancelable, and the Products non-returnable, at Seller's sole discretion.
5. **RISK OF LOSS.** Buyer assumes responsibility for all risk of loss and damage to the goods when Seller places the Products at the disposal of Buyer, or when Seller places the goods with a common carrier at Seller's place of business in Brownsville, Texas, or at such other location as Seller may designate. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier. All shipments are insured at the purchaser's expense.
6. **DELIVERY.** Unless freight is paid directly by the Buyer, the Buyer will be invoiced FCA Seller's warehouse or distribution location to point specified on the purchase order. When direct airfreight shipments are requested, freight will be invoiced FCA Seller's point of origin to delivery point specified on the purchase order. Buyer will be invoiced for freight on original invoice forwarded when goods are shipped. Shipments made within fifteen days after specified scheduled ship date shall constitute good delivery. Unless an order is marked "Complete Shipment Only", and unless otherwise agreed in writing at the time an order is placed, Seller reserves the right to make partial shipments to Seller independently of the remaining portion of the order, and to submit invoices for partial shipments in accordance with these terms and conditions.
Stated delivery dates are non-binding estimates only unless specifically stated in writing by the Seller to be binding. In no event shall the contract of sale be subject to cancellation by the Buyer as a result of delays in delivery or for any other cause, except by mutual written agreement of the parties. In no event shall Seller be obligated to purchase goods from others in order to enable it to supply Products to Buyer.
Seller shall not be liable for unavoidable delays in delivery caused indirectly or directly or in any manner by floods, accidents, riots, acts of God, war, government interference, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes (whether or not similar in nature to any of the specified herein) either beyond Seller's control or which it cannot remedy without great economic hardship. Seller shall have the right, in the event of the happening of any of the above contingencies, at its option, to cancel this contract, or any part thereof, without any resulting liability.
If completion or delivery of the Products is delayed due to the fault of the Buyer, Buyer shall be charged for storage of the Products. Seller shall be entitled to dispose of the Products if Buyer delays delivery of the Products beyond a reasonable period of time. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise. If Buyer proves that Seller has failed to comply with a binding delivery date through its own fault, Buyer shall be entitled to actual damages suffered by it because of the late delivery. However, such damages shall not exceed five percent (5%) of the value of the Products delivered late.

Customer will not sell or ship any Products purchased from Ultimate Training Munitions, Inc. outside of the contiguous United States, Alaska and Hawaii unless Customer has the appropriate authorization and complies with all applicable laws, rules and regulations including but not limited to a) International Traffic in Arms Regulations (ITAR) and b) for Products that originate in United Kingdom, an authorization from UK Department of International Trade which among other things require a completed End User Certificate (EUC) per <https://www.gov.uk/government/publications/end-user-undertaking-euu-form>.
GSA pricing available on contract items: Contract # 47QSWA19D00AS

7. ACCEPTANCE OF ORDERS. All orders are subject to acceptance and approval at Seller's office in North Branch, New Jersey.
8. WARRANTY. Seller warrants the Products to be free from defects in material and workmanship under normal use and service for a period of six (6) months from the date of shipment. If the Products should fail to conform to this Agreement or to any warranty outlined herein, Buyer's remedies shall be limited to the repair or replacement, at Seller's option, of the nonconforming Products or parts thereof.
- Seller makes no representations or warranties except such as are expressly contained herein.
- Buyer shall return any defective Products or parts, freight prepaid, to the Seller's service facilities in the continental United States. Buyer shall bear all costs of labor and installation pertaining to any such defective Products or parts. No Products or parts may be returned without Seller's prior written approval. Any defective Products or parts that have been replaced by Seller shall become Seller's property.
- THE FOREGOING WARRANTIES ARE EXCLUSIVE AND SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER, OF SUBSEQUENT BUYERS, AND OF ANY OTHER PERSON, WITH RESPECT TO THE BREACH OF SUCH WARRANTIES.
9. EXCLUSION OF CERTAIN CLAIMS
- IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT, OR WITH RESPECT TO THE PRODUCTS OR THEIR USE, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER CLAIMED ON THE BASIS OF BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. INSPECTION. Buyer shall, within ten (10) days after delivery of the Products to the Buyer, notify Seller of any claim or objection that would be reasonably discoverable upon inspection of the Products. All claims for breakage, damage and non-delivery should be made to the transportation company handling shipment. Seller will offer its reasonable assistance in presenting any such claims. The retention of the Products by Buyer beyond that time period, or the use of the Products by the Buyer for any purpose whatsoever shall, in either instance, constitute an unconditional acceptance of the Products by Buyer with respect to any such defects, and no claim or liability in this respect shall thereafter survive or be enforceable against Seller.
11. CHANGES AND CANCELLATION. Orders accepted by Seller are not subject to change, cancellation or suspension, except with Seller's written consent, and upon terms that will indemnify Seller against loss.
12. SHORTAGES AND RETURNS. All claims for shortages must be made by Buyer to Seller within ten (10) days after receipt of shipment by Buyer. Seller must obtain prior written authorization from Seller's home office before any Products are returned. Seller reserves the right to refuse shipments of Products from Buyer that returned without authorization, and to return any such shipments to Buyer on a collect basis. Products that are returned by Buyer to Seller may be subject to a restocking fee.
13. AGREEMENT. The terms and conditions herein shall supersede any provisions, terms, and conditions contained on any Purchase Order, confirmation, or any other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. Seller hereby objects to and rejects any and all additional or different terms proposed by Buyer, no matter where contained.
- If this quotation is accepted and Buyer's order form is used for that purpose, it is expressly understood and agreed between the parties hereto that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such order form, and the issuance of such order by Buyer shall be deemed to note Buyer's assent to the foregoing.
- In the event that this document is deemed to be an offer, acceptance is expressly conditioned on Buyer's assent to all terms hereof, including those which are additional to or different from the terms contained in any terms and conditions of Buyer. Acceptance of the Products sold hereunder shall constitute assent to these conditions. If these terms and conditions are not assented to, Buyer must notify Seller at once, but in any event, within five (5) days after receipt hereof.
14. MODIFICATION. No sales representative, agent or employee of Seller is authorized to alter, vary or waive any of the terms and conditions herein, and no terms or conditions other than those stated herein, and no agreement or understanding, oral or written, purporting to modify those terms and conditions, shall be binding on Seller unless hereafter made in writing and signed by an officer of Seller.
15. SEVERABILITY. If, for any reason, any of the terms or provisions of this Agreement are or hereafter become void, the other terms or provisions shall remain in force and effect.
16. NO WAIVER. The failure or omission of Seller to insist, in any instance, upon strict performance by Buyer of any terms or condition of this Agreement, or to exercise any of Seller's rights hereunder, shall not be deemed to be a modification of any terms hereof or a waiver or relinquishment of the future performance of any such terms or condition by Seller, nor shall such failure or omission constitute a waiver of the right of Seller to insist upon future performance by Buyer of any such term or condition.
17. APPLICABLE LAW. This quotation and the acceptance of it shall be governed by and construed in accordance with the laws of the State of Delaware. Exclusive jurisdiction over this Agreement, or otherwise relating to the commercial relationships of the parties, shall be vested in the federal or state courts located in the State of Delaware and, for this purpose, the parties hereby submit to the personal jurisdiction of such court(s)

Customer will not sell or ship any Products purchased from Ultimate Training Munitions, Inc. outside of the contiguous United States, Alaska and Hawaii unless Customer has the appropriate authorization and complies with all applicable laws, rules and regulations including but not limited to a) International Traffic in Arms Regulations (ITAR) and b) for Products that originate in United Kingdom, an authorization from UK Department of International Trade which among other things require a completed End User Certificate (EUC) per <https://www.gov.uk/government/publications/end-user-undertaking-euu-form>.

GSA pricing available on contract items: Contract # 47QSWA19D00AS