Firearms Export

1008 S Center St
Mesa, AZ 85210
602-490-0011

Date:

Client Name:
Client Address:
Client Address:

**Please ensure that you fill in all blanks, sign the last page and initial the bottom right of each page

Agreement of Export Terms

1. Order requires DDTC export approval in the form of an approved DSP-5 license prior to any shipment.

2. Duties. Firearms Export has been hired solely to perform export licensing and domestic purchasing services. You are not hiring Firearms Export or its staff to represent you in any capacity whatsoever outside of providing product or services in compliance with existing U.S. Law.

   Firearms Export shall use their best efforts to procure the legal firearms and/or other defense articles chosen by Client and to obtain approval from DDTC to export such items to Client.

3. Fee for Services. Firearms Export fee for services is $250 licensing fee plus an export transaction fee equal to the greater of $175 per firearm or 10% of the export transaction value. Export transaction value shall be the value at which Firearms Export purchases goods in furtherance of your purchase order to Firearms Export. Fee for Services shall be due and payable regardless of whether the export license is approved, the export license is used to conduct an export, or the export license is otherwise utilized on behalf of the client.

4. Payment. Firearms Export accepts payment via bank check, or wire transfer. Payment must be received in full prior to shipment. If you wish to pay via wire transfer, Firearms Export will coordinate and provide the required information to you.

5. Minimum Order. No minimum order required by Firearms Export. If you wish to export something that Firearms Export are not able to source directly, please contact us to work out the logistical and legal details so that Firearms Export may comply with US law and regulation.

6. Multiple shipments. Firearms Export will not apply for a "blanket" permit, to allow an unknown number of shipments over a set period of time. Rather, Firearms Export will ship up to three consignments per export license.

7. Submission of original documents. The export permit will be reviewed for accuracy based upon the faxed or scanned and e-mailed documents. Prior to submission of the

export license application, original signed copies of the purchase order and DSP-83 must be received for record keeping purposes.

8. Client Assurances. In accordance with ITAR 123.9, client certifies that these commodities are authorized by the US Government for export only to the country of ultimate destination identified above for use by the end user named above. They may not be transferred, transshipped on a non-continuous voyage, or otherwise be disposed of in any other country, either in their original form or after being incorporated into other end items, without the prior written approval of the US Department of State and DDTC.

9. Storage Fee. If your product is stored and handled in our facility and there is no forward motion on your transaction, after 6 months Firearms Export will begin to issue storage fees of **$25** per firearm, per month covering additional storage and handling until the transaction is completed. Storage charges shall be billed in monthly increments on the first day of each month. Pro-rated months shall not be given.

10. HAZMAT Fee. If for any reason your cargo must be shipped with HAZMAT Certifications or requires HAZMAT packing, an additional **$350** will be added to our service fee in addition to the costs of extra labor, materials and documentation involved.

11. Cancellation. Once the license fee shall become due and payable in accordance with Section 8 herein, the license fee shall not be refundable for any reason other in the event that Firearms Export terminates services with the client, the client will be entitled to a full refund of fees paid for product. Client will be also be entitled full refund of fees paid for services and/or export license application. In addition, the following fees shall apply:
    - Cancellation prior to product delivery from our supplier: Full refund for purchased goods only.
    - Cancellation after product delivery from our suppliers: Refund subject to 40**%** restocking fee, plus any shipping costs from Firearms Export to supplier(s).

12. Approval, Denial, or Restrictions by the U.S. Government. If the export license application is denied, it may be possible to correct the deficiencies *if the denial can be overcome*. If a denial cannot be overcome, Firearms Export shall provide client with written notice of such denial, the reason for such denial and legal authority in support of the denial. In the event of a denial, the $250 Fee for Services is non-refundable.

13. In some cases, re-transfer approval may be required from the country of origin. Firearms Export shall work to their best efforts to gain re-transfer approval, when required. In the event that re-transfer approval is not, or cannot be granted, Firearms Export will not be able to complete the transaction, despite having an approved U.S. Export permit from DDTC. If re-transfer approval cannot be obtained, Firearms Export shall provide client with written notice of such denial, the reason for such denial and legal authority in

support of the denial. In the event of a denial of re-transfer authority, the $250 Fee for Services is non-refundable.

14. Shipping Terms. If the export permit is approved, estimated shipping charges will be provided to you. Shipping terms are EXW (Ex-Works). The Client bears all costs for shipping, duties, taxes, or other administrative fees from Firearms Export at the address listed above that may be imposed by the import. Shipping charges vary by weight, size and destination. Upon obtaining a shipping quote, you may pay for the shipping directly or reimburse Firearms Export for the shipping charges.

    Firearms Export shall not be liable for theft, loss or destruction that may be incurred during shipping. If you wish to purchase cargo insurance, this cost shall be in addition to all other costs involved in the transaction and the shipment.

15. Jurisdiction and Venue. This Agreement shall be governed and construed in all respects and shall be subject to the laws of the State of Arizona, United States of America without reference to choice of law principles. Furthermore, any breach of contract and or court action arising form this Agreement shall take place in the courts of the State of Arizona.

17. Enforceability; Survival. This Agreement shall be fully enforceable in accordance with its terms notwithstanding the existence of any claim or cause of action between Firearms Export and Shipper whether predicated on this Agreement or otherwise.

18. Severability. Should any part of this Agreement be rendered or declared invalid by any court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

19. Entire Agreement, Notices, etc. This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Only an instrument in writing signed by both parties hereto may modify this Agreement. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Firearms Export at the address listed above or to Client at residential address set forth below, attention of the President, or otherwise as directed in writing by either party from time to time.

Firearms Export

_____	_____
Name	Signature
_____	_____
Title	Date

Client

_____	_____
Name	Signature
_____	_____
Title	Date

Address:

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