



2010 DEALER AGREEMENT

PLEASE RETURN THIS SIGNED APPLICATION BY MAIL TO NEW CENTURY NCSTAR, INC., 18031 CORTNEY CT., CITY OF INDUSTRY, CA 91748, ALONG WITH THE FOLLOWING:

- COMPLETED, SIGNED, APPLICATION WITH ALL SECTIONS COMPLETED AND LAST PAGE SIGNED BY OWNER(S)/PRINCIPAL(S) OF COMPANY.
- BUSINESS LICENSE OR FEDERAL FIREARMS LICENSE (F.F.L.)
- GENERAL AGREEMENT

BUSINESS INFORMATION

Business Legal Name

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Business D.B.A.

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Business Address

--

Telephone

Fax

Email

--	--	--

Business Mailing Address

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Years in Business

How Long at Current Location

	___ Mo. ___ Yrs. Own <input type="checkbox"/> Lease <input type="checkbox"/>
--	--

Store Volume

No. of Branches Sales

Permit No.

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Ownership Type:

Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
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OWNERS AND OFFICERS

Social Security #

Name

Title

Optional: to help NcStar obtain better credit information.

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Home Address

Home Phone

--	--

Drivers License

State of Issuance

Date of Birth

--	--	--

Name

Title

Social Security #

--	--	--

Home Address

Home Phone

--	--

Drivers License

State of Issuance

Date of Birth

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Attach a list of other owners or officers if applicable.

_____/_____

Initials

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BANK REFERENCE

Bank Name

Bank Address

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Bank Telephone Number

Contact Person

Account Number

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TRADE REFERNCES

Name

Address

Account No.

--	--	--

Phone

Fax

--	--

Name

Address

Account No.

--	--	--

Phone

Fax

--	--

Name

Address

Account No.

--	--	--

Phone

Fax

--	--

Name

Address

Account No.

--	--	--

Phone

Fax

--	--

Attach a list of trade references if applicable.

The undersigned represents that all information contained in this Dealer Application, and any other documentation supplied thereto, is true and correct. The authorized signatures below gives permission for NEW CENTURY NCSTAR, INC., to verify information listed above.

Principal or Corporate Officers Signatures:

Date: _____

Signature: _____ Printed Name: _____

Date: _____

Signature: _____ Printed Name: _____

Date: _____

Signature: _____ Printed Name: _____

_____/_____
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BUYER'S AGREEMENT

The buyer agrees to pay any and all collection and/or recovery costs if the buyer's credit card company refuses (for whatever reason) to pay the charges to NEW CENTURY NCSTAR INC. The buyer agrees to provide sufficient, reliable, and accurate information to NEW CENTURY NCSTAR INC. - name, address, e-mail address, and telephone number - for NEW CENTURY NCSTAR INC. to be able to verify the legitimacy of the transaction and the buyer represents that he or she is over the age of eighteen (18).

Re-stocking Fees. Any defective item(s) may be returned for replacement to our warranty center for the same product(s). The dealer is responsible for **ALL SHIPPING CHARGES** of the return product back to NEW CENTURY NCSTAR INC., door-to-door, and the replacements will be shipped at no charge for freight to dealer. Any non-defective item returns are subject to a 20% restocking fee. The items must be in its original, unopened condition. The amount credited will reflect the original cost of the item minus shipping fees and restocking fees associated with the return as stated above. The credit will be issued on the next invoice; it is not to be deducted out of payment.

Product Returns. Dealers must contact NcStar by e-mail or phone for a return authorization number for prompt service.

WARRANTY

All sport optic products carry a limited lifetime warranty. All accessories carry a ONE year warranty. NEW CENTURY NCSTAR INC. is not responsible for shipping charges incurred on items returned for warranty or service issues. NEW CENTURY NCSTAR INC. is not responsible for any damage that occurs during the shipment of any product. Transit handling and climate conditions can alter the quality of products. **NEW CENTURY NCSTAR INC. does not exchange product for another item or credit. Any item that you wish to exchange due to malfunction or failure to operate must be replaced for the same item.**

CLAIMS

NEW CENTURY NCSTAR INC. inspects and weighs each order to ensure its accuracy before shipping. Claims of shortages must be reported by phone (866) 627-8278 or e-mailed at info@ncstar.com within 15 days from the date of the invoice. After 15 days no claims will be honored. For damaged items the customer must contact the shipping company prior to contacting NEW CENTURY NCSTAR INC. The customer **must** retain the original shipping carton and packaging materials in the event that it becomes necessary to file a UPS missing item or damage claim.

CANCELLATIONS

If, after placing an order with NEW CENTURY NCSTAR INC., you decide that you do not want the order, you **must** cancel the order by phone (866-627-8278) **before** cut off process time. If you cancel before we process it, there will be no charges to your card. If you cancel your order **after** NEW CENTURY NCSTAR INC., has processed it, **you are still responsible** for the costs associated with processing the order which is 3% of the order total. Process cutoff time is 3:30 PM PST. Refusing to accept the delivery of your order **does not** constitute a cancellation of that order. You are still responsible for **all costs** associated with **shipping** the order to you, and the restocking fees.

DISCLAIMER

Please note that certain products may be prohibited or restricted in your area. The buyer should follow all local laws and ordinances in their state and/or country regarding products sold by NEW CENTURY NCSTAR INC., including age limitations on purchases. Please check before you order. Dealers are required to email or fax orders to ensure proper items and their quantities. Any order taken over the phone will be at the risk of the dealer.

Typographical Errors

NEW CENTURY NCSTAR INC. reserves the right to change prices and terms without notice. All prices and products are subject to availability. In the event that a product is listed at an incorrect price, or with incorrect information received, NEW CENTURY NCSTAR INC. will not honor the previous price.

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GENERAL AGREEMENT

This Agreement consideration of the mutual covenants and agreements to be kept and performed on the part of said parties hereto, respectively as herein stated, the said party of the first part does hereby covenant and agree that it shall:

- I. Authorize second party to purchase and sell NcSTAR™ (Trade Mark) products. NEW CENTURY NCSTAR, INC. reserves the right to stop the sale and shipment of any of the NcStar products to current dealers and/or authorized dealer at any time for no cause.

Authorized dealers must provide a current credit card on file. Open invoices past 15 days will be charged with an additional service charge of 3%. NEW CENTURY NCSTAR, INC. reserves the right to charge the provided credit card on file for any remaining balances.

If any sum is not paid when due, that sum shall bear overdue interest at a rate of 5% per 15 days; 10% per 30 days; 15% per 45 days; 20% per 60 days the rate as specified above from the due date to the date when actual payment is received in full. After 60 days, it will be sent to collection agency and/or attorney to collect overdue amounts. All collection costs, including attorney's fees, shall be payable by customer.

There will be an additional \$25.00 fee for all returned checks.

I, _____ (Print Name), authorize NEW CENTURY NCSTAR, INC. to charge the credit card I provide for any remaining balances.

PLEASE SIGN AND DATE BELOW

Signature X: _____ **DATE:** _____

**Fair Market –MAP Pricing
EBAY-AMAZON Catalog-Mail Order ETC.... are REQUIRED to Hold Minimum Advertised Price.
Dealers who do not hold MAP Pricing will be terminated.**

- II. And said party of the second part covenants and agrees that it shall:
Wire transfer payments with an additional \$30.00 per transfer occurred.

- III. Other terms to be observed by and between the parties:
The following commodities or technologies may require a Department of Commerce or U.S. Department of State of Export license if exported outside of the United States. Diversion contrary to Law is prohibited.
Due to the seriousness of this situation and the nature of the potential market damage to NcSTAR products and all its dealers, any dealer found to violate this policy will have their rights and privileges as participants in the New Century's Dealership program will be revoked immediately, or any time such violations have been discovered by, or reported to NEW CENTURY NCSTAR, INC.

Further, the undersigned dealer, agrees that it will not copy, duplicate, or disclose of otherwise deliver any portion of information to a third party or permit any third party to inspect, copy, or duplicate the same; this includes all information and all materials provided by NcSTAR.

NEW CENTURY NCSTAR, INC. ships to the contiguous 48 states via UPS.

This agreement shall be binding upon the parties, their successors, and personal representatives. This agreement shall be enforced under California State Law with NcSTAR and for a term of three years thereafter.

NEW CENTURY NCSTAR, INC.
18031 CORTNEY CT
CITY OF INDUSTRY CA 91748
TEL: 626-575- 1518
FAX: 626-575-2478

Signature _____

Date _____

DBA: _____

Address _____

Tel: _____ Fax: _____

E-mail _____

_____/_____
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New Century NcSTAR, Inc
18031 CORTNEY CT., CITY OF INDUSTRY CA 91748
TEL 866-627-8278 FAX: 626-575-2478

PRIVACY POLICY

In an effort to protect our dealers' privacy and rights, New Century NcStar Inc. has established a Privacy Policy of information gathered. This document sets out our privacy policy commitment in respect of personal information that you may provide to us. Our privacy policy ensures your right to privacy as we recognize that any personal information we may collect, will only be used for the purposes indicated in our policy. It is important to us that you are confident that any personal information we collect or is received by us will be treated with appropriate respect ensuring protection of your personal information. At no time will New Century NcStar Inc., sell or give personal information to any third party. Our commitment in respect of personal information is the highest regards.

NON-DISCLOSURE AGREEMENT

In connection with New Century NcStar, Inc. ("Manufacturer") providing services and/or products to the business entity identified below ("Reseller"), the Reseller will be furnishing certain information which is non-public, confidential or proprietary in nature to Manufacturer. In connection with the Reseller's disclosure of information, the Manufacturer hereby agrees:

1. The information will be kept confidential and will not, without prior written consent of the Reseller, be disclosed by the Manufacturer or its representatives, in any manner whatsoever, in whole or in part, and will not be used by the Manufacturer or its representatives for any purpose other than the purpose set forth above. The Manufacturer will use the information only as permitted herein and will protect the information by using the same degree of care, but no less than a reasonable degree of care, and it used to protect its own information of a like nature, to prevent unauthorized use or disclosure of the information, including without limitation, limiting disclosure to those of its employees who may use information for the above purpose.
2. This agreement contains the entire agreement between the Manufacturer and the Reseller concerning the confidentiality of the information, and no modifications of this agreement or waiver of the terms and conditions hereof will be binding upon either party, unless in written, signed by both parties. Any modifications to this agreement must be made in written, signed form by authorize representatives of both parties.
3. This agreement shall be governed and construed in accordance with the laws of the State of California.

Date: _____

By:

(Manufacturer)
NEW CENTURY NCSTAR, INC.
Authorized Officer

By:

(Reseller)
Printed Name:
Title:

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