



## 2010 INTERNATIONAL 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

Business D.B.A.

Business Address

Telephone

Fax

Email

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Business Mailing Address

Years in Business

How Long at Current Location

<input type="text"/>	___ Mo. ___ Yrs.	Own <input type="checkbox"/>	Lease <input type="checkbox"/>
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Store Volume

No. of Branches Sales

Permit No.

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Ownership Type:

Sole Proprietor <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
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**The undersigned represents that all information contained in this Dealer Application, and any other documentation supplied thereto, is true and correct.**

**Principal or Corporate Officers Signatures:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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Initials

## 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).

**Restocking 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.

**Returning Product.** Dealers must contact us 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. For our international dealers, **NEW CENTURY NCSTAR INC.** will either replace defective items for the same product or will give dealer a credit to be used later.

*Please note NEW CENTURY NCSTAR INC. reserves the right to determine whether to give product for product or credit on returns. NEW CENTURY NCSTAR INC. only honors warranty on International dealer's not International end-users. If international end-users wish to return product they need to do so through their dealer.*

## CLAIMS

NEW CENTURY NCSTAR INC. inspects, and weighs, each order to insure its accuracy before shipping. Claims of shortages must be reported by phone (866) 627-8278 or e-mailed (support@ncstar.com) within 15 days from 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

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 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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Initials

## Errors

**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. Authorized 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.

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 Law is prohibited outside the United States.

NEW CENTURY NCSTAR, INC. is not held accountable for products shipped to exporter's third parties involved.

NEW CENTURY NCSTAR, INC. is only responsible for shipping products internationally with the understanding that you will not be exporting our products to countries that are prohibited by the United States Government.

Defective return policy: Any defective items may be returned for replacement to our warranty center, for the same products. Dealer will pay the freight of the return product back to NEW CENTURY NCSTAR, INC. door to door, and we will ship the replacement item at no charge with freight paid back to dealer Any non defective items being returned by dealers will carry a 20% restocking fee.

- II. And said party of the second part covenants and agrees that it shall:  
**All orders will be charged 3% handling fee/surcharge of total invoice.**

Wire transfer payments will be charged \$30.00 per transfer payment.

Dealers are required to email and/or fax orders to ensure proper items and their quantities. Any order taken over the phone will be at the risk of the dealer.

All shipments must be paid in full prior to ordering, to have product manufactured.

**Dealers are REQUIRED to Hold Minimum Advertised Price (MAP).**

NEW CENTURY NCSTAR, INC. will ship to one customer's location or nearest port of call and customer assumes all duties, taxes, tariffs, and Customs costs and any miscellaneous shipping costs due.

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.

- III. Other terms to be observed by and between the parties:

This agreement shall be binding upon the parties, their successors, and personal representatives. This agreement shall be enforced under United States Law.

Note: No orders will be shipped to any dealer until this agreement and the dealer application herewith has been filled out, signed, returned to and accepted by NEW CENTURY NCSTAR, INC.

Date \_\_\_\_\_

Signature \_\_\_\_\_

NcStar \_\_\_\_\_

DBA \_\_\_\_\_

**NEW CENTURY NCSTAR, INC.**

Address \_\_\_\_\_

10831 CORTNEY CT  
CITY OF INDUSTRY CA 91748  
Ph. 626 575-1518  
Fax. 626 575-2478

Phone. \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail \_\_\_\_\_

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Initials

