



**TYPHOON**

## Payment Authorization Form Authorization Agreement

I, \_\_\_\_\_, authorize *FSGC DBA TYPHOON DEFENSE* to charge my:

- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> credit card | <input type="checkbox"/> checking account |
| <input type="checkbox"/> debit card  | <input type="checkbox"/> savings account  |

on a [one-time / recurring] basis as payment for:

- Invoice/Order Number: Description of products and/or services and charges
- 

Customer name: \_\_\_\_\_

Billing address: \_\_\_\_\_ Zip code: \_\_\_\_\_

City & State: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Credit Card Information** - if charging a credit or debit card

Card type (select one):

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> MasterCard       | <input type="checkbox"/> Discover     |
| <input type="checkbox"/> Visa             | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> American Express |                                       |

Card number: \_\_\_\_\_ Expiration date (MM/YYYY): \_\_\_\_\_

CVV # \_\_\_\_\_

**\*\*Please note, you will be contacted via the phone number you provided to request for your card CVV in compliance with PCI standards,**

### **Bank Account Information** - if charging a checking or savings account

Account Number: \_\_\_\_\_

Routing Number: \_\_\_\_\_

I understand that my information will be saved to file for future transactions on my account and authorization will remain in effect until I formally request cancellation.

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_



# TYPHOON DEALER AGREEMENT

This DEALER AGREEMENT (hereinafter called "**Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Typhoon Defense** having its principal place of business at 14500 L Parallel Rd Basehor, KS 66007 and (Legal Business Name) (hereinafter called "**Dealer**") registered in [State] \_\_\_\_\_, having its principal place of business at \_\_\_\_\_.

The parties desire to enter into a distributor/supplier relationship, the governing terms and mutual promises of which are set out in this Agreement.

## 1. NON-EXCLUSIVE RIGHTS

**1.1 Dealer Typhoon Defense** grants to Dealer for resale, and Dealer accepts, the non-exclusive right to sell and distribute in \_\_\_\_\_ certain firearm products (the "**Products**") under the trade name "Typhoon Defense" during the term of this Agreement.

**1.2 Product Typhoon Defense** agrees to make available and to sell to Dealer such quantities of Products as Dealer shall order from Typhoon Defense at the prices and subject to the terms outlined in this Agreement.

## 2. TERM AND TERMINATION

**2.1 Term** The initial term of this Agreement is one (1) year. Thereafter the Agreement will automatically renew for successive 01) year terms unless it is earlier terminated.

### 2.2 Termination

(a) Either party may terminate this Agreement, with or without cause, by giving thirty (30) days' written notice to the other party.

(b) If either party defaults in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party and if the default is not cured within thirty (30) business days following such notice, the Agreement will be terminated.

(c) Either party may immediately terminate this Agreement without written notice if the other party ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under any Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors.

## 3. DEALER'S OBLIGATIONS

**3.1 Qualification** Dealer shall own and operate a legally registered business in the United States and possess commercial premises to conduct dealer-related activities.

Dealers shall submit a copy of their business license, FFL, and tax-exempt retail certificate to Typhoon Defense within 10 business days of signing this Agreement.

**3.2 Advertising** Dealer will advertise and/or promote Products in a commercially reasonable manner and will transmit as reasonably necessary Product information and promotional materials to its customers. Dealer will not pursue advertising or promotional activities that portray Typhoon Defense Products in a way that is inconsistent with or contrary to the advertising and promotional standards of Typhoon Defense.

**3.3 Product Orders** Dealer shall place orders with Typhoon Defense in its name and account and shall not place an order for distribution by others.

**3.4 Customer Services** Dealer shall be responsible for post-sale customer services under the guidelines of Typhoon Defense and all warranty work should be sent to *14500 L Parallel RD. Basehor, KS 66007*

#### **4. TYPHOON DEFENSE'S OBLIGATIONS**

**4.1 Delivery and Pickup** Typhoon Defense shall ship Products upon approval of The Dealer's purchase order(s) ("**Purchase Order**") and receipt of payment. Products shall be shipped to Dealer's designated depot or warehouse or other specified location or be picked up at the warehouse of Typhoon Defense located in Basehor, KS by an authorized representative of the Dealer.

**4.2 Product Availability** Typhoon Defense agrees to maintain sufficient Product inventory to fill Dealer's orders. In cases of low inventory, pre-orders will be accepted.

**4.3 New Products** Typhoon Defense shall endeavor to notify Dealer of any new Product which may be distributed by Dealer.

##### **4.4 Warranties**

(a) *Warranty* Typhoon Defense provides a 30-day warranty to Dealer upon receipt of shipment. Dealer should open and inspect all shipments within this time frame. Any warranty claim shall be void unless it complies fully with the claim procedure specified by Typhoon Defense as listed on [www.typhoondefense.com](http://www.typhoondefense.com).

(b) *Visible Damage* Any claim arising from visible damage to Products shipped shall be filed by Dealer within 5 business days upon its receipt of the products, together with pictures evidencing the damage claim.

#### **5. ORDER PROCEDURE**

**5.1 Orders** Dealer will place Purchase Orders for Products during the term of this Agreement by Sales Representative or in written form.

Each Purchase Order placed by Dealer will contain the following minimum information:

- (i) identification of each Product ordered by the Product number, quantity, and price and
- (ii) shipping instructions and destination.

**5.2 Acceptance** All Purchase Orders for Products by Dealer shall be subject to acceptance by Typhoon Defense and shall not be binding until such acceptance. Typhoon Defense has the right to refuse to accept, for any reason, any order placed by the Dealer.

**5.3 Controlling Terms** The terms of this Agreement will apply to each Purchase Order accepted under this Agreement. In the event that any terms or conditions of sale contained in any communication between Dealer and Typhoon Defense contradict or are inconsistent with anything contained in this Agreement, the terms and conditions of this Agreement shall prevail.

Typhoon Defense's acceptance of any Purchase Order from Dealer under this Agreement is conditioned on Dealer agreeing that the terms of this Agreement shall prevail over any additional or inconsistent terms communicated by Dealer to Typhoon Defense in any form whatsoever.

## 6. DEALER PRICING AND PAYMENT

**6.1 Pricing** Typhoon Defense offers two series of prices: (i) Dealer Price and (ii) MSRP Price, each with different Dealer qualification requirements. All prices are set forth in Addendum A in US dollars. Typhoon Defense may modify prices at its sole discretion. Dealer shall have sole discretion as to the price it sells the Products to its customers, provided pricing complies with Map Policy standards.

**6.2 Discounted Price Qualification Requirements** The two methods for a Dealer to be qualified for a discounted price are set forth in Addendum A.

**6.3 Payment Terms** Unless Typhoon Defense has, at its discretion, determined to extend credit to Dealer, payment for each Purchase Order by Dealer may be made by cash, certified check, wire transfer, or credit card (with a 3% transaction fee). Payments must be made prior to the shipment of Products.

## 7. MARKETING SUPPORT

**7.1 Sales Brochures** Typhoon Defense will provide the Dealer with a reasonable supply of marketing and sales brochures when available.

**7.3 Trademarks** Products may bear certain trade names, trademarks, trade devices, logos, codes, or other symbols of Typhoon Defense (the "**Trademarks**"). Typhoon Defense hereby grants to Dealer the non-exclusive, royalty-free right to use the Trademarks to carry out the activities described in this Agreement, if Dealer will not be entitled to conduct business under any of the Trademarks or derivatives or variations thereof. All use will ensure the benefit of the Typhoon Defense and will not vest in Dealer any rights in or to the Trademarks.

## 8. INDEMNIFICATION

**8.1 General Indemnity** Each party shall indemnify, defend, and hold the other harmless from and against any claims, actions, damages, demands, liabilities, costs, and expenses, including reasonable attorney's fees and expenses, resulting from any act or omission of the acting party or its employees under this Agreement, that causes or results in property damage, personal injury, or death. Typhoon Defense is supplying Products with the understanding that you, as the Dealer, have the appropriate licenses, training, experience, and insurance to perform installation safely and legally. Typhoon Defense accepts no responsibility in the event any property damage or injury occurs to users of our Products.

**8.2 Limitation of Liability** Neither party shall be liable to the other for lost profits of business, indirect, consequential, or punitive damages, whether based on contract or tort (including negligence, strict liability, or otherwise), and whether or not advised of the possibility of such damages. Typhoon Defense's liability concerning any Products shall in no event exceed the amount paid by Dealer to Typhoon Defense less taxes and charges for shipping and insurance.

## 9. GENERAL PROVISIONS

**9.1 Notices** All notices required by this Agreement must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) by mailing the same by registered or certified mail, return receipt requested, to the party to whom the party is directed at the address of such party as set forth at the beginning of this Agreement, or such other address as the parties may hereinafter designate, and (iii) by facsimile or telex communication subsequently to be confirmed in writing according to the item (ii) herein.

**9.2 Governing Law** This Agreement shall be construed and enforced by the laws of Wyandotte County, State of Kansas.

**9.3 Cooperation** Each party agrees to execute and deliver such further documents and to cooperate as may be necessary to implement and give effect to the provisions contained herein.

**9.4 Force Majeure** Neither party shall be liable to the other for any delay or failure to perform which results from causes outside its reasonable control.

**9.5 Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

**9.6 Incorporation of all Exhibits** Every exhibit referred to herein above and attached hereto is hereby incorporated herein by reference as if set forth herein in full.

**9.7 Severability** A judicial determination that any provision of this Agreement is invalid in whole or in part shall not affect the enforceability of those provisions found to be valid.

**9.8 Binding Effect/Assignment** This Agreement shall be binding upon and shall ensure the benefit of the parties hereto, and their respective representatives, successors, and permitted assigns. This Agreement shall not be assignable by either party, without the express written consent of the other party, which consent shall not be unreasonably withheld.

**9.9 Confidentiality** Each party acknowledges that during its obligations according to this Agreement, it may obtain certain information specifically marked as confidential or proprietary ("**Confidential Information**"). Each party hereby agrees that all such Confidential Information communicated to it by the other party, its parents, affiliates, subsidiaries, or customers, whether before or after the date of this Agreement, shall be and was received in strict confidence, shall be used only for this Agreement, and shall not be disclosed without the prior written consent of the other party, except Confidential Information which:

- (a) is already known to the recipient of such Confidential Information ("**Recipient**") at the time of its disclosure.
- (b) is or becomes publicly known through no wrongful act of the Recipient.
- (c) is received from a third party without similar restrictions and breach of this Agreement.
- (d) is independently developed by the Recipient; or
- (e) is lawfully required to be disclosed to any government agency or is otherwise required to be disclosed by law.

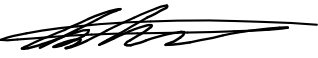
**9.10 Entirety** This Agreement constitutes the entire agreement between the parties regarding its subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the day and year have first written above.


**DEALER**

**TYPHOON DEFENSE**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY:   
NAME: John Hutchison  
TITLE: COO/Owner

**\* Please email a copy of your FFL to [info@typhoondefense.com](mailto:info@typhoondefense.com)\*  
Any questions please call (224)-595-4578**



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