



BRACE BUILT

Dealer Agreement

This agreement is between Brace Steel Components, LLC, dba Brace Manufacturing, of Garland, TX, and the signatory licensed federal firearms dealer (“Dealer”) of this document.

The parties agree to the following terms and conditions:

1. Brace Manufacturing agrees to sell to the Dealer certain items.
2. Brace Manufacturing agrees to offer purchase items at a discounted “dealer only” price to the Dealer. A current price list is available by emailing sales@bracebuilt.com.
3. Dealer agrees to provide current copies of its Federal Firearms License to Brace Manufacturing. Dealer is responsible for completing ATF Form 4473 and conducting the NICS or other background check as may be required.
4. Dealer agrees to the following purchase terms:
 - a. Payment will be made at time of purchase or via pre-approved written Terms.
 - b. No refunds, exchanges or cancellations on items.
5. Brace Manufacturing shall not be liable to the Dealer in any manner whatsoever for any decisions, obligations, costs or expenses incurred by Dealer related to changes in business practices, plans, organization, products, services or otherwise needed to perform under this agreement.
6. Brace Manufacturing does not grant any license or conveyance of any intellectual property rights to the Dealer by this Agreement. All information contained herein, or learned from this agreement, including but not limited to customer information and business practices, shall be considered confidential and a trade secret of Brace Manufacturing and not shared with any third party. Dealer conveys to Brace Manufacturing the right to use the Dealer’s name, trade name, and any mark or logo on websites and documents generated by or on behalf of Brace Manufacturing.
7. All transactions shall be executed in a timely manner and in accordance with all County, State, and Federal regulations.
8. **Termination:** Either party may terminate this agreement for any reason by giving written notice to the other party. Written notice may be given in any reasonable method, including via electronic mail. Upon termination of this agreement, all parties to complete the transfer of all items; and, furthermore, all parties do hereby agree to complete all required documentation, notifications and any other actions in a timely manner that are necessary for the complete transfer of any and all items by Brace Manufacturing.
9. **Indemnification.** Dealer shall indemnify, hold harmless, and defend Brace Manufacturing, its affiliates, and their respective officers, directors, agents and employees against all claims, liabilities, costs, damages, judgments, suits, actions, losses and expenses, including reasonable attorney’s fees and costs of suit, arising out of or

resulting from any third party claim in connection with: (i) allegations that the Services infringe or violate any intellectual property rights or other proprietary or non-disclosure rights of a third party; (ii) Dealer's negligence, willful misconduct, breach of any representation or warranty under this Agreement, or failure to perform its obligations under this Agreement; (iii) any injuries to persons (including death) or damages to property caused by the negligent or willful acts or omissions of Dealer or its employees or subcontractors (except to the extent that such injuries or damages are caused by the gross negligence or willful misconduct of Brace Manufacturing or any of its employees); (iv) any BATFE or other regulatory or criminal action or investigation caused by the Dealer's sales, business practices or conduct. Dealer shall not settle any such suit or claim without Brace Manufacturing's prior written consent if such settlement would be adverse to Brace Manufacturing's interest. Dealer agrees to pay or reimburse all costs that may be incurred by Brace Manufacturing in enforcing this indemnity, including attorneys' fees. Brace Manufacturing may choose to assist in the management of the defense, keeping the option to decide whether (or when) to retain its own separate counsel at the expense of Dealer.

10. **Binding Arbitration.** All disputes, claims, or controversies arising from or relating to this contract or the relationships which result from this contract shall be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association, though the arbitration need not be conducted through the American Arbitration Association. Any controversy or claim subject to this arbitration provision shall be decided by one arbitrator selected by Brace Manufacturing, with the consent of Dealer, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be conducted in Dallas County, Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sect 1-16. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION. The parties agree and understand that the arbitrator shall have all powers provided by the law and the contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Neither part has the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; there shall be no class action arbitration or relief. Unless the arbitrator determines that enforceability of this Arbitration Clause requires otherwise, or unless such is otherwise provided in this contract, the losing party to the arbitration shall pay all costs and expenses, including the prevailing parties attorneys' fees, in connection with any arbitration proceeding. If any part of this Arbitration Clause is deemed or found to be unenforceable for any reason the rest of the Arbitration Clause remains enforceable. This Agreement shall be governed by the laws of the State of Texas, without regard to principles of conflicts of law.
11. **Limitation of Liability.** Brace Manufacturing is not responsible for any use or misuse of any product sold by Brace Manufacturing. Notwithstanding any other provision of this

agreement, the total liability of Brace Manufacturing to Dealer on any claim related to or arising out of this agreement or any of the Services shall not exceed 100% of the agreed price to be paid by Dealer to Brace Manufacturing for any goods or services provided under this agreement.

12. **Miscellaneous.** This agreement represents the complete agreement between the parties and may only be modified by a subsequent written agreement signed by authorized representatives of both Dealer and Brace Manufacturing. Dealer warrants that it has not relied on any representations from Brace Manufacturing that have not been stated expressly in this agreement. No delay on the part of either party in exercising any of its rights hereunder, or the failure to exercise the same, shall operate as a waiver or release of such rights.
13. **Sales and Advertising.** Brace Manufacturing Products may be advertised and sold via Dealer including Dealer’s website or other online firearm sales venues; however, at no time shall Dealer advertise Brace Manufacturing Products at any price lower than Minimum Advertised Price (“MAP”) set only by Brace Manufacturing unless given express written permission to do so. Dealer’s proposed website content relating to Brace Manufacturing Products shall be provided to Brace Manufacturing in advance of posting so that Brace Manufacturing may address compliance with this Agreement.

Agreed to this ____ day of _____, 20__.

By: _____

Brace Manufacturing

Name: _____

Title: _____

By: _____

Dealer: _____

Name: _____

Address: _____

Phone: _____

Email: _____