



Dealer Application

1218 Manufacturing St.
Dallas, TX 75207

sales@wimberleyarms.com
844.203.3723

Please provide complete information and include a W9, an FFL, and a copy of your company's resale certificate.

Billing Address

Company Name: _____
Attention: _____
Address: _____
City, State, Zip: _____
Phone #: _____
Fax #: _____
Email: _____

Shipping Address same as billing

Company Name: _____
Attention: _____
Address: _____
City, State, Zip: _____
Phone #: _____
Fax #: _____
Email: _____

Company Details

Principal / Owner: _____
Accounts Payable: _____
Business Model:
 Webstore
 Gun Shows
 Home-Based FFL
 Wholesale
 Retail Store # of Locations _____

Interested in carrying:
 Wimberley Arms Guns
 Wimberley Arms Accs
 Wimberley Arms Apparel

What is Your Estimated Total Annual Sales? \$ _____
What is Your Estimated Annual Sales of Firearms? \$ _____
Website: _____

Email: _____ Phone _____
Email: _____ Phone _____
D&B: _____ EIN/Tax ID: _____

Years in Business: _____
DBA's - Other Names You Sell Under or Conduct Business As: _____

Have You Ever Spoken with a Wimberley Arms Rep? If yes, who? _____
How Many Employees Do You Currently Have on Staff? _____

Banking Information

Bank Name: _____
Branch: _____
Address: _____
Account #: _____

Point of Contact: _____
Phone / Fax #: _____
City / State / Zip: _____
Type of Account: _____

Terms Requested: Net 30 Credit Card (3% fee)

Trade References (If Requesting Terms)

Company Name: _____
Point of Contact: _____
Email: _____

Address: _____
City / State / Zip: _____
Phone / Fax #: _____
Credit Terms: _____

Company Name: _____
Point of Contact: _____
Email: _____

Address: _____
City / State / Zip: _____
Phone / Fax #: _____
Credit Terms: _____

Company Name: _____
Point of Contact: _____
Email: _____

Address: _____
City / State / Zip: _____
Phone / Fax #: _____
Credit Terms: _____

Initials: _____

Personal Guarantee

Applicant and the undersigned individual(s) certify that all the information provided in this application is true and acknowledge that Wimberley Arms is relying upon the information as an inducement to establish or continue Applicant's account with Wimberley Arms. Applicant authorizes Wimberley Arms to obtain any information it deems necessary concerning Applicant, including written and oral reports from credit reporting agencies and other sources for the duration the account is open. Any inquiries to credit agencies are completed as a "soft pull" unless Applicant is notified prior and provides authorization for a "hard pull" in writing. Applicant promises to pay Wimberley Arms invoices when due according to their terms or Wimberley Arms' terms of sale, if not stated on the invoice. Applicant agrees to pay interest compounded at 1.5% per month (18% per annum) on any amount past due on Applicant's account and to pay Wimberley Arms' costs, including reasonable attorneys' fees, incurred in collecting any past due amount. All ACH and Credit Card accounts must be secured by a second payment method.

For good and valuable consideration and to further induce Wimberley Arms to establish or continue Applicant's account with Wimberley Arms, the undersigned Guarantor unconditionally and personally guarantees the prompt payment, when due, of all amounts owed by Applicant to Wimberley Arms, now or in the future, including interest accrued as stated above. Guarantor further agrees to pay Wimberley Arms' costs incurred in enforcing this guaranty agreement, including reasonable attorneys' fees. This is a continuing guarantee of payment and Guarantor waives notice of acceptance, presentment, demand, protest, and all other notices of any kind. Wimberley Arms may proceed directly against Guarantor without first proceeding against Applicant or any other guarantors or any collateral. All individuals signing this agreement as Guarantor shall be jointly and severally liable hereunder and the term "Guarantor" shall refer both individually and collectively to all such individuals. This agreement is governed by the substantive law of the State of Texas, without regard to principles of conflicts of law, and Applicant and Guarantor consent to the personal jurisdiction of the state and federal courts located in Texas for adjudication of any claim or dispute related to the agreement of Applicant's account with Wimberley Arms.

Principal/Owner: _____

Signature: _____ Date: _____

SSN: _____

Address: _____

City/State/Zip: _____

Initials: _____

WIMBERLEY ARMS

2024-2025 Dealer Requirements And Brand Policies

BASIC POLICIES

- A requirement of 8 guns and/or minimum dollar amount of \$3,500 and no more than 25% of the items in orders can be hand engraved models.
- All orders, special programs and/or terms are only valid if written and accepted by Wimberley Arms.
- Reasonable efforts will be employed to notify but pricing, terms and other programs may change without notice.
- Shipments are FOB Dallas, Texas. UPS is the default shipping vendor but others may be available upon request. All shipments will require a signature.
- Payment Fees:
 - Wire Transfer - No Fee
 - Credit Card - 3% Fee
 - Terms - No fee unless delinquent then 1.5% per month plus collections fees.

DIRECT AUTHORIZED DEALER REQUIREMENTS

- Approved dealer application, export compliance, policy compliance and maintaining current balance are required to be an Authorized Dealer. Wimberley Arms may impose additional requirements at any time with reasonable notice.
- Wimberley Arms may adjust the Dealer Discount percentage based on annual volume with the brand.
- Wimberley Arms offers a dropship service to all Authorized Dealers for a 5% transaction fee. Contact your sales rep for more details.

RETURN POLICY/WARRANTY

- Dealer defective returns are for credit or replacement and require a return authorization number (RMA#).
- Dealers pay shipping for return item(s).
- End-user warranty claims are processed directly by the Warranty Department.

EXPORT LIMITATIONS AND OTHER LEGAL ISSUES

- Establishment of distribution channels outside the United States without written permission is strictly forbidden.
- Wimberley Arms and its employees cannot offer legal advice. Each Wimberley Arms customer is responsible for following federal, state and local laws. Please seek legal counsel for all other legal issues.

MERCHANDISING AND APPEARANCE POLICY

- Customers will be required to update product images, pricing, technical and other information within a reasonable time frame. Any new media will be sent to dealers but can also be requested from sales@wimberleyarms.com or your sales rep.
- Customers and customers of our distributors are forbidden from listing any Wimberley Arms products on a bid style website using a bidding purchase method. Products may be listed using a fixed price model if the fixed price is no less than MAP.

STOCK BALANCING

- If new regular program item(s)* have been properly merchandised in a store for a minimum of six months, dealers may qualify to return the item(s) for credit, which must be used to purchase new product for the same or a higher dollar amount of the credited amount on the return, however the returned item(s) will no longer be available for future orders. Return shipping and replacement order shipping fees are the customer's responsibility. All items must be new and unused. Credits are issued within 5 business days of receipt of return after item inspection. Customers may request to use this program with their sales rep.

* Discounted items are not eligible for the stock balancing program

WIMBERLEY ARMS

2024-2025 Dealer Requirements And Brand Policies

MAP POLICY

- MAP (Minimum Advertised Price) is in place to ensure price integrity of products in the market.
- Special marketing campaigns or promotional activities below MAP pricing may be granted but only for a short duration. These must include a direct marketing component and must be approved in writing by Wimberley Arms (contact your sales rep or sales@wimberleyarms.com for details).
- Wimberley Arms reserves the right to suspend or adjust a MAP policy for any product at any time.
- Use of an "Email for Price" or discount code campaign or similar is considered a MAP violation without prior approval in writing from Wimberley Arms.

MAP ENFORCEMENT

- This policy applies to our direct customers, and to our distributor's customers.
- Wimberley Arms will send an email to the offending customer's email on file for the account with a formal notice of violation of MAP. Customers will have 24 hours to respond to the notice and take corrective action. Failure to comply or respond to the MAP violation notice will result in immediate suspension of your account.
- Wimberley Arms may cease shipment for items that violate MAP policies. Wimberley Arms may terminate any dealer account or ban the account from some products for violation of MAP policy. If an account is terminated for MAP violations and has any outstanding terms balances, they are immediately accelerated and due within 24 hours of account termination.

RIGHTS

- Wimberley Arms reserves the right to periodically make changes to the dealer requirements and policies. Any modifications that require action or acknowledgment from an existing dealer will be provided a notice via email to the primary email on file.
- Approved dealers have the right to reject any changes made to the dealer requirements and policies but understand and agree that may result in closure of their account.

WIMBERLEY ARMS OFFICIAL CONTACT INFORMATION

- General Email: info@wimberleyarms.com
- General Sales: sales@wimberleyarms.com
- Warranty: warranty@wimberleyarms.com
- General Marketing: marketing@wimberleyarms.com
- Report Dealer MAP/Policy Violations: map@wimberleyarms.com
- General Accounting: accounting@wimberleyarms.com

Wimberley Arms LLC
1218 Manufacturing St.
Dallas, TX 75207
844.203.3723
www.wimberleyarms.com

I agree to abide by Wimberley Arms' authorized dealer requirements and brand policies provided to me with this authorized dealer application. I understand that Wimberley Arms reserves the right to revoke my dealer account at any time, for any reason. Additionally, I agree to allow any listed parties or relevant unlisted parties to furnish information to Wimberley Arms as it pertains to the request for dealer account and completion of appropriate due diligence.

SIGNATURE: _____ **PRINTED NAME:** _____ **DATE:** _____

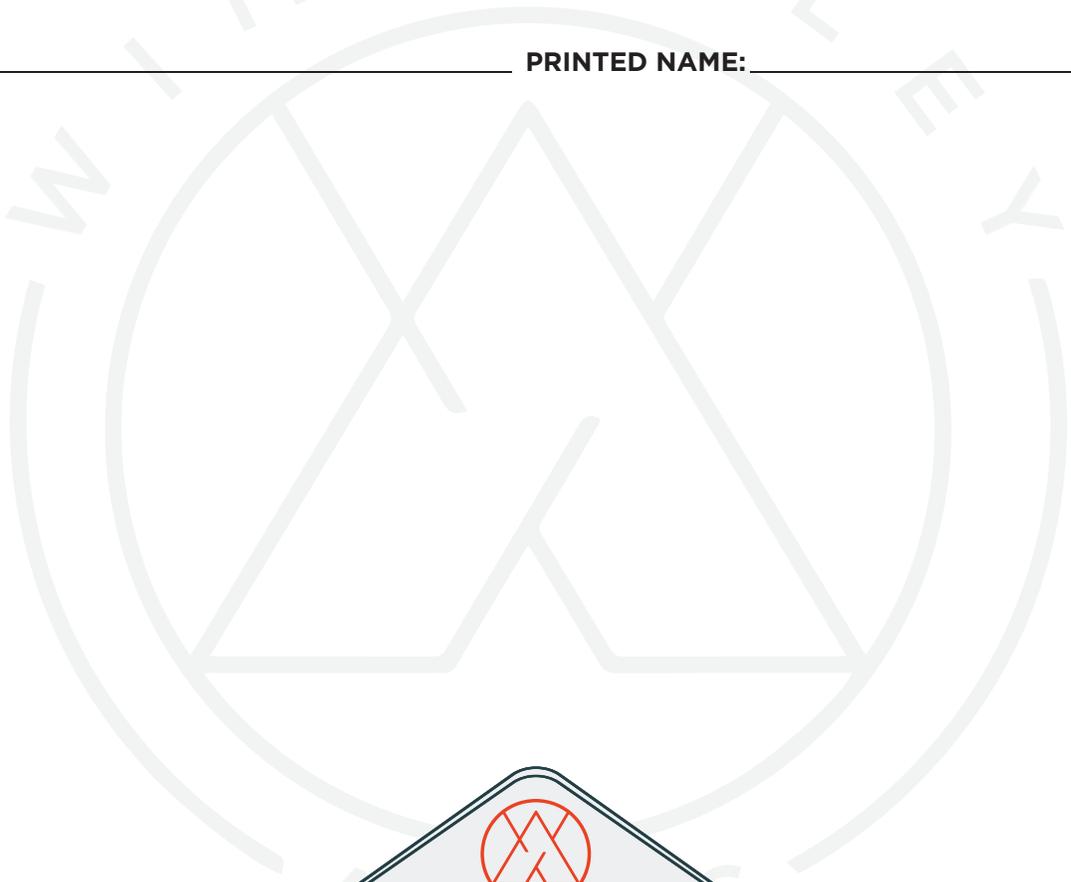
WIMBERLEY ARMS

Export Compliance Statement

I, _____, personally certify that the applying company will not export any Wimberley Arms products at any time without express written permission from Wimberley Arms.

The applying company and I specifically acknowledge that we are fully aware of all Federal and International regulations related to export of firearms, firearm parts or accessories. The company and I understand that Wimberley Arms shall not be the exporter, directly or indirectly, of any controlled items regulated by EAR and ITAR. The company and I specifically disavow any responsibility on the part of Wimberley Arms for any cost, expense, or loss of legal action resulting from any violation of the law, including regulations governing the export of firearms, firearm parts or accessories.

SIGNATURE: _____ **PRINTED NAME:** _____



www.wimberleyarms.com