

MERLIN FLIGHT SCHOOL, LLC

DEALER POLICIES, TERMS AND CONDITIONS ACCEPTANCE FORM

Merlin Flight School LLC operates under the following policies, terms and conditions. We reserve the right to change these policies at any time without prior written notice.

Dealer responsibilities:

- 1) Offering certified instruction in the proper use of paragliding equipment.
- 2) Ascertaining that the customer is fully qualified to safely operate any equipment that is purchased from you.
- 3) Withholding delivery of any item that the customer is not qualified to use.
- 4) Being familiar with the safe operation, adjustment, and where relevant owner's manuals of any equipment you sell.
- 5) Inspecting and test flying all paragliders prior to their delivery to the customer.
- 6) Completing and returning the Delivery Check List to Merlin Flight School, LLC.
- 7) Having all business licenses necessary in accordance with the local laws in your area.

Dealer Area:

We determine the dealer density on a case by case basis, based on how we feel we best service our customers, support the dealer with an adequate existing or potential market of customers, and secure adequate market representation of our products.

Because as a dealer you have an obligation to service our mutual customers, you must contact us prior to making or soliciting any sales outside of your immediate area. Your dealership is not transferable to another location, nor is it transferable to another person.

Please notify us immediately of any address, e-mail, or phone number change.

Shipping:

Due to our Dealer Policies we will not drop ship equipment to customers, nor do we allow you to do so.

All orders will be shipped FOB Merlin Flight School. Normally they will be sent UPS ground unless otherwise requested by the dealer.

Credit Terms:

All orders shall be prepaid by check or money order prior to shipment unless credit terms have been extended.

Those dealers wishing to have credit extended shall fill out the Credit Application Form and return it for approval.

Credit terms are Net 10.

Credit terms may be rescinded by Merlin Flight School, LLC at any time with or without cause.

Terms and Conditions:

- 1) All dealers must agree to and sign this terms and conditions form, the liability release form. Those dealers requesting credit terms shall fill out the Credit Reference Form. All dealers operating in the State of California must fill out and return a California State Resale Card.
- 2) All orders are subject to acceptance by Merlin Flight School, LLC. We reserve the right to refuse or cancel any order at any time for any reason.
- 3) If the goods are not currently on hand, they will be placed on backorder and will be shipped as soon as available unless you notify Merlin Flight School, LLC in writing otherwise.
- 4) Published prices are subject to change at any time without notice.
- 5) A return authorization must be obtained before any goods are returned.

Please sign below, make a copy for your records & return to Merlin Flight School.

Company Name: _____

Authorized Signatory (Please Print): _____

Signature: _____ Date: _____