

USA DEALER AGREEMENT & TERMS AND CONDITIONS EFFECTIVE FOR ALL DEALERS/RESELLERS - EXPLODING AND REPORT BASED PYRO

1. UNDERSTANDING THE EG67 FRAG GRENADE, WIRE PULL® PAINT GRENADE, OTHER EXPLODING & REPORT BASED PRODUCTS

Our range of grenades that fragment with a small explosive charge have been designed specifically for use in combat simulation games such as airsoft and paintball. Each product is clearly labeled with instructions on how to use the grenade, the effect produced, safety distance and other warnings and safety information. The fragmentation produced by the EG67 Ball Grenade is considerably lower than that of the projectile from a paintball marker or airsoft gun. Impact test videos are available Online that were carried out by Enola Gaye. Each product batch is professionally sound tested and labeled with a maximum noise report that it will produce at the given safety distance.

2.SUPPLY OF EG67 FRAG GRENADE, WIRE PULL® PAINT GRENADE, OTHER EXPLODING & REPORT BASED PRODUCTS

The supply of the EG67 Ball Grenade and the Wire Pull® Paint Grenade differs from our other pyrotechnic products (EG smoke grenades) with the way we have licensed them and wish for them to be supplied in the USA. If you are a retailer of these products or any of our other 'general use' exploding grenades it is important that you fully understand the supply regulations set out by Enola Gaye (3rd Light LLC)

The EG67 and Wire Pull® Paint Grenade are strictly for field use only. You may retail them and supply them to your customer, but the usage has to be kept on your own field. You cannot sell them for use outside of your game field. These regulations form part of an agreement between 3rd Light LLC and the ATF. We cannot make any exceptions to this.

Our EG67and Wire Pull® Paint Grenade cannot be retailed, sold, or distributed Online. Nor can they be sold across the counter at retail stores which are not located at the field location. It is your responsibility to notify the customer that the grenade products purchased are for use at the field location or event where purchased. The products cannot be taken off field. This applies for event purchases as well. EG67 & Wire Pull® Paint Grenades must be used at the event where purchased.

MIL-X smoke units are also classified for field use only, or for use by Law Enforcement, Military and Security Training Aid, Life Saving Devices, or Screen Smoke. The MIL-X units are not to be sold to just anyone. If not purchased for use on the field location or for the purposes of life saving, proper credentials must be shown to purchase the product and take off premises. The MIL-X is not to be used in public places unless by authorized individuals. These regulations are part of the agreement between 3rd Light LLC and the ATF. No exceptions can be made.

3.STORAGE

Storage is the same as our Consumer smoke products.

4. PRICING

MAP pricing applies to our exploding and report based products. If you are found to be in violation of the MAP prices established, your dealership and/or approval status for these products can be revoked.

5.GENERAL

Enola Gaye (3rd Light LLC) reserves the right to change, modify or remove any of these terms without notice. Documentation from Enola Gaye (3rd Light LLC) shall always prevail in the event of any discrepancy between these terms and conditions and dealers documentation. We reserve the right to demand proof of age for any purchaser and/or proper sales documentation for said purchaser. It is your responsibility to remain apprised of changes to this agreement and our terms and conditions. Enola Gaye (3rd Light) reserves the right to deny approval or dealership status. Dealers must carry reasonable and adequate liability insurance and provide reasonable proof of insurance upon reasonable request from Enola Gaye. All dealer applications are subject to current and ongoing verification.

A Product Safety Data Sheet for each product is available on request from the Enola Gaye office.