

XS SIGHTS POLICIES FOR INTERNATIONAL RESELLERS

The following policies apply to dealers, distributors, and other businesses outside the United States collectively, **Dealer**) that buy XS Sights products (**XS Sights Products**) from XS Sights for resale. Resellers must also abide by all XS International Policies listed on <https://xssights.com/resources/international/>

1. Marketing and Intellectual Property

- a. Dealer is authorized to use XS Sights' trademarks, trade names, service marks, logos and brands (collectively **XS Sights Brands**) in advertising and promoting XS Sights Products for so long as XS Sights is supplying products to Dealer, or until such authorization is terminated by XS Sights. All advertisements or promotions by Dealer will be consistent with XS Sights labeling and manuals. Dealer will follow XS Sights brand guidelines, if any, that XS Sights shares with Dealer.
- b. Dealer will use and promote the XS Sights Brands only in a responsible manner that reflects well on XS Sights and XS Sights Brands. XS Sights will be the sole judge of whether Dealer's use of XS Sights Brands complies with this paragraph.
- c. XS Sights may at any time condition, modify or terminate the rights granted in Sections 1.a and 1.b upon written notice to Merchant.
- d. All rights in and to copyrights, trademarks, trade secrets, trade names, patents, logos, service marks, brands, and other intellectual property rights in or associated with XS Sights and its products are and will remain the sole property of XS Sights, and Dealer will have no rights in or to the foregoing.

2. Product Support, Customer Service and Business Conduct

- a. Dealer will familiarize itself with XS Sights Products', installation requirements, user manuals and warranties, as well as the [Sight Selector Guide](#) and other Resources on the XS Sights website and such other product information as may be furnished by XS Sights to Dealer from time to time.
- b. Dealer will provide the highest level of customer service to customers who consider or purchase XS Sights Products from Dealer, or directly from XS Sights, and will respond to customer concerns, questions, and complaints promptly. Dealer will contact tech@xssights.com when XS Sights support is required to address customer issues.
- c. Dealer will conduct its business in accordance with applicable laws in its country and in accordance with any applicable United States regulations that apply to XS Sights Products purchased by Dealer. Dealer will not sell or transfer XS Sights Products to any buyer or other recipient located outside the country to which XS Sights ships the products or who intends to take the products on a permanent basis outside the country to which XS Sights ships the products.

3. Not an Exclusive Relationship; No Continuing Obligation

- a. The relationship between XS Sights and Dealer is the relationship between independent sellers and buyers. Dealer is in no way XS Sights' agent, representative, or partner. Dealer is not authorized to make any statement, representation, or commitment whatsoever on behalf of XS Sights.
- b. The commercial relationship between XS Sights and Dealer is not exclusive. XS Sights is free to engage in any other commercial relationship in the Territory or anywhere else in the world without any restriction arising from or relating to the sale of products by XS Sights to Dealer.
- c. XS Sights is under no obligation to continue to supply XS Sights Products to Dealer. XS Sights may discontinue selling to Dealer at any time, for any reason. No prior notice is required.
- d. XS Sights is free to revise, modify, or amend these policies in any way at any time without notice to Dealer.

4. Disputes

Any dispute between Dealer and XS Sights will be resolved amicably or by action in the United States in the federal or state courts with jurisdiction over Tarrant County, Texas.

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