



SIG SAUER CUSTOM ENGRAVING PROGRAM

Quote # _____

CUSTOM ENGRAVING MATERIAL SUBMISSION FORM

Customers who submit photographs, drawings, or other media ("Material") containing designs or images to be considered for custom engraving on firearms must first complete and execute this form. This form is accepted only when counter-executed by an authorized representative of SIG SAUER. This form only pertains to the submission to, and use by, SIG SAUER of Material for the purpose of custom engraving services. The terms and conditions of the actual custom engraving services provided by SIG SAUER are covered separately.

SIG SAUER will not submit for engraving any Material unless this form is fully executed and until SIG SAUER is satisfied that all necessary authorizations/permissions to use the Material have been obtained. SIG SAUER, in its sole discretion, may refuse to submit for engraving any material that it determines violates U.S. law or any intellectual property right, would reflect negatively on SIG SAUER, is obscene, or suggests illegal drug use, alcohol abuse, sexual harassment or other social impropriety.

NOTE: The official seals of any department or agency of the United States are protected by federal law and are reserved for official use only. Unauthorized use is punishable by fines and/or imprisonment. The use of a military service emblem or coat of arms may be permitted by the respective military service on a case-by-case basis.

TERMS AND CONDITIONS REGARDING SUBMITTED MATERIAL: By signing below, you (the "Submitter"), understand and accept the terms and conditions (the "Terms") regarding the submission of Material to SIG SAUER, as outlined in this form. You must attach to this form a true and accurate copy of the Material you are submitting to SIG SAUER, which is described as (insert description on line below):

Description: _____

1. You agree that no confidential relationship or any other obligation, other than as set forth herein, is established between you and SIG SAUER (or any third party) with respect to the Material you submit. You further understand and agree that SIG SAUER may, for any reason and at any time, reject any Material you submit for custom engraving.
2. SIG SAUER shall have the unrestricted right to use and disclose any Material you submit.
3. You affirm and warrant that you own or have the necessary licenses, permissions, and/or rights under applicable law to use, and authorize SIG SAUER to use, all patent, trademark, trade secret, copyright, or other proprietary rights concerning the Material you submit.
4. You affirm and warrant that you will not submit Material that is protected by law, trade secret, or otherwise subject to third party proprietary rights, unless you are the owner of such rights, or are authorized by law or the rightful owner(s) of the Material to license, sell, or otherwise transfer the Material and all of the rights held by you in the Material. You agree to provide SIG SAUER, upon request, any documentation SIG SAUER deems necessary to establish your ownership rights in, or permission to use, the Material.
5. You agree to indemnify, defend and hold harmless SIG SAUER, its parents and affiliates, and their respective officers, directors, agents, licensors and suppliers from and against any claim, loss, cost, damage or expense (including without limitation reasonable attorneys' fees) arising out of any action, proceeding, or allegation relating to the use by SIG SAUER of the Material submitted by you, or your breach of any of the terms or conditions herein, including but not limited to any claim that the use of the Material submitted by you violates any law or infringes the intellectual property or any other rights of any other person or entity.
6. You understand and agree that the Material you submit to SIG SAUER will not be returned to you and that it may be destroyed by SIG SAUER without notice.
7. The provisions of this agreement shall be severable. If any provision of this agreement is declared invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect. If possible, such invalid, illegal or unenforceable provision shall be modified as necessary to make it valid and enforceable to the maximum extent possible. The failure of any party to enforce any provision of this agreement shall not be considered a waiver of such party's right to

insist upon strict adherence to such provision thereafter or to any other provision of this agreement in any instance. Any waiver shall be in writing signed by the waiving party.

8. The parties have entered into this agreement as independent contractors only, and nothing herein shall be construed to place the parties in the relationship of partners, joint ventures, agency or legal representation. Neither Submitter nor SIG SAUER will have the authority to obligate or bind the other in any manner as to any third party.
9. This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, commitments, negotiations and discussions with respect thereto, whether oral or written. This agreement may not be amended or modified in any respect, except upon mutual written agreement of the parties.

The parties, intending to be legally bound, agree to the provisions of this agreement as of the date SIG SAUER executes this form:

Submitter:

SIG SAUER:

Name (Print)

Name (Print)

Organization (if any)

Signature

Date

Signature

Date

This form must be signed and sent electronically to the SIG SAUER designee as outlined in the program overview.

Include Material files with this form. Image files should be sent in high resolution .JPEG or .PNG or vector .EPS (vector .EPS files preferred).