



All of the following information will be kept in confidence and will be used to determine your qualifications for becoming a BLACKHAWK! Authorized Dealer. Furthermore, this information may be used to establish the terms of future business transactions with BLACKHAWK!. All reference inquiries are sent by mail, fax or e mail. Please allow three (3) weeks for processing. Immediate orders can be entered and shipments can be processed by credit card with approval.

2009 BLACKHAWK! AUTHORIZED DEALER APPLICATION & SALES AGREEMENT

Section 1.0: (REQUIRED FOR ALL ACCOUNT TYPES)

Date:

Company Name:

D.B.A.:

Corporate WebSite:

Address: Billing: Street: Is this a Business Address:

Street: Is this a Residence Address:

City: State: ZipCode:

Phone: Fax:

Shipping: Street: Is this a Business Address:

Street: Is this a Residence Address:

City: State: ZipCode:

Phone: Fax:

Seller's Permit #: Fed Tax #:
(Resale, Sales, or Use Tax)

Rep Firm: Firm: Rep:

Business Start Date: Month: Year:

Contacts: **Owner:** Phone:

E Mail: Fax:

Accounts Payable: Phone:

E Mail: Fax:

Marketing: Phone:

E Mail: Fax:

Buyer: Phone:

E Mail: Fax:

Your business is comprised of (check all that apply):

Distribution Warehouse Retail Location Retail Web

You would classify your business as (check all that apply and double check your primary business line):

Buying Group Law Enforcement Shooting Range Training Facility

Government Military Specialty Chain Store

Gun/Ammunition OutDoor Sporting Goods

Knife/Cutlery Rep Group Super Store

Section 2.0: BANKING INFORMATION (NOT REQUIRED FOR GOVERNMENT AGENCIES)

Bank Name:

Bank Officer:

Address: Street: Loan?

Street:

City: State: ZipCode:

Phone: Fax:

Account Number: Business or Personal:

Credit Limited Request (USD): Terms Requested:



PRODUCTS GROUP

2009 BLACKHAWK! AUTHORIZED DEALER APPLICATION & SALES AGREEMENT (continued)

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Company Name: [] Date: []

Section 2.1: TRADE REFERENCES (NOT REQUIRED FOR GOVERNMENT AGENCIES)

BLACKHAWK! requires a minimum of four (4) trade credit references with which you do business (Fax numbers are required):

Trade Reference 1-4 forms with fields for Name, Street, City, State, ZipCode, and Fax.

[] If references are attached, please enter "Yes". []

Section 3.0: SECTION 18 -- AUTOMATIC KNIVES, LAW ENFORCEMENT PATCHES, DE TOOLS

This Section is required to be on File for All BLACKHAWK! Authorized Dealers who Order Automatic Knives, Law Enforcement Patches and DE Tools Date: []

ACKNOWLEDGEMENTS AND REPRESENTATIONS

We / I, [] are/am a bonafide dealer as described in 18 USC 1716 (g) (2) (1-4) and as such represent and state that sales will not be made to the general public, but will only be made to those individuals and entities described in 18 USC 1716 (g) (2) (1-4) and 15 US 1244 (2-4).

Dated this, the [] day of [] Example: Dated this, the 12th day of June, 2007

The following is to be completed by a Principal of the Company:

Print/Type Name, Print/Type Title, Signature, Company Name, D.B.A., Address (Street, City, State, ZipCode, Phone, Fax) fields.

18 USC 1716 (g) (2) (1-4) provides this summary: Switchblade knives can be shipped to civilian and armed forces supply or procurement officers and employees of the Federal Government ordering or procuring or purchasing such knives in connection with activities in the Federal Government; to supply or procurement officers in the National Guard, the Air National Guard or militia of the state or territory of the District of Columbia ordering, procuring or purchasing such knives in connection with the activities of such organizations; to supply or procurement officers or employees of the municipal government of the District of Columbia or the government of any state or territory of any county, city or other political subdivision of a state or territory ordering, procuring or purchasing such knives in connection with the activities of such government.

15 USC 1244 provides in summary: Knives can be shipped by common carrier, that sale, transportation or distribution, possession or introduction into interstate commerce of switchblade knives is authorized if it is pursuant of a contract with the armed forces or any member or employee thereof acting in the performance of his or her duty may possess switchblade knives and may have them shipped to him or her and sold to him or her. The possession and transportation upon his or her person of a switchblade knife or a blade 3 inches or less is authorized to any handicapped individual who has the use of only one arm.

This form, completed by the receiving third party dealer or distributor, is also to accompany any Automatic Knife orders submitted to BLACKHAWK! for drop shipping to that party at the address indicated on the form. It may be reproduced by BlackHawk Authorized Dealers for that purpose (only) as needed

2009 BLACKHAWK! Authorized Dealer Program

ADDITIONAL DEALER REQUIREMENTS (BEYOND THE INITIAL SUBMISSION OF BUSINESS LICENSE, RESALE CERTIFICATE, STATE SALES PERMIT). This page and the following must be returned with your completed dealer application. On each page please provide your company name, initial and date the bottom of this page and print, date and sign the bottom of the next page.

COMPANY NAME:

I / we certify that the information provided, on this or any documents provided back to BLACKHAWK!, are true and correct. Furthermore, I / we understand and agree with / to the following:

IN ORDER TO BECOME A BLACKHAWK! AUTHORIZED DEALER OF ANY TYPE YOU:

1. Must complete the Authorized Dealer application and submit to BLACKHAWK! for approval and account setup.
2. Must place a minimum opening order at dealer price.
3. Products are invoiced using the published price in effect when a PO is received unless a prior valid quote is referenced.

GENERAL SALES POLICY:

1. **When applicable dealer must adhere to all BLACKHAWK! Minimum Advertised Pricing (MAP) programs and policies.**
2. **Dealers may not sell or export BLACKHAWK! products internationally without prior written consent from BLACKHAWK!**
3. All Dealers need to remain above the minimum annual Tier Qualification in order to buy direct, but the Authorized Wholesale Partners will service all BLACKHAWK! Authorized Dealers without annual minimum requirements.
4. Yearly Sales Volume Requirements are listed with the program detail.
5. The terms & conditions of this BLACKHAWK! Authorized Dealer Sales Agreement are subject to change without notice.
6. All Authorized BLACKHAWK! Dealers regardless of whether they are purchasing direct or through our one of our Wholesale Partners may still enjoy the benefits of our customer service by calling 1-800-694-5263.

ORDERING:

1. Minimum Order (other than drop ship accounts) is \$250.00
2. Non-Stocking Drop Ship Orders under \$5,000 incur a 5 point up charge from your current discount level. Drop Shipments are only available within the U.S. No International Drop Shipping.
3. Include your Customer Number, PO#, and BLACKHAWK! part numbers on all orders.
4. Fax your orders to 1-888-830-2013 or email sales@blackhawk.com whenever possible.
5. Any order received with incomplete information is subject to being returned and/or delayed.

TERMS:

1. Dealers who do not have an established credit history with BLACKHAWK! must provide a credit card number to ensure payment .
2. Net 30 terms are available with credit approval, Credit Cards are not accepted as payment for Net Accounts.
3. When invoices are not paid according to terms, all other unpaid invoices become immediately due and payable.
4. Dealers are required to pay a late fee of 1.5% per month (18% annually) or the highest amount allowed under applicable law for any balances that remain past due for thirty (30) days or more.
5. Dealers are required to pay BLACKHAWK! any fees, collection expense, or court costs required to collect past due balances.

FREIGHT:

1. All products are FOB BLACKHAWK! Facility, prepaid and added to invoice.
2. A physical street address (no Post Office Boxes) is required for all orders except Drop Ships.
3. If drop-shipped to a Post Office Box BLACKHAWK! Products Group can not trace the shipment and is not responsible.
4. Freight will be charged per shipment and per required service level.

BACK ORDERS:

1. With unprecedented demand for BLACKHAWK! products, BLACKHAWK! may be unable to fill an order completely.
2. Backordered items will be noted on the invoice and shipped as promptly as possible.
3. You will only be billed actual freight for each shipment.

RETURNS:

1. Return authorization from the factory is required for return shipments. Contact BLACKHAWK! Customer Service at 1-800-694-5263 to get a Return Materials Authorization (RMA) number.
2. Returns are not allowed after ten (10) days without prior approval from BLACKHAWK! Products Group.
3. **Any merchandise returned through no fault of BLACKHAWK! will be subject to a 25% restocking charge.**
4. Returns must be shipped pre-paid to BLACKHAWK! Products Group.
5. All special orders, discontinued items and closeouts are non-returnable and non-refundable.

SHORTAGE CLAIMS:

1. BLACKHAWK! is not responsible for shortage or damage incurred during shipment. Contact the carrier to report damaged parcels.
2. **Shortage or incorrect order claims against BLACKHAWK! must be made within ten (10) days of delivery after which no claims will be accepted.**
3. If an order is shipped to a P. O. Box, BLACKHAWK! can not trace it and is not responsible for shortages, non delivery, or claims.

TRADEMARKS AND TRADE NAMES:

1. Dealers shall not use, except with regard to the resale of BLACKHAWK! products, the trademarks and trade names used by BLACKHAWK! for the sale of BLACKHAWK! products.
2. BLACKHAWK! Authorized Dealers also agree to the use BLACKHAWK!'s trademarks, patents, product descriptions, and graphics only in a manner consistent with that authorized by BLACKHAWK!.
3. See Dealer website for details.

TODAY'S DATE

YOUR INITIALS

2009 BLACKHAWK! Authorized Dealer Program

COMPANY NAME:

WARRANTY:

1. All products carry a warranty to be free from defects in material or workmanship. Specific product warranties are packaged with each item.
2. End Users requesting a refund must return the product to the Dealer from whom the product was purchased.
3. BLACKHAWK! Authorized Dealer will then return the product to BLACKHAWK! and we will refund the Dealer Account.
4. Warranty claims must be sent back to BLACKHAWK! for repair or replacement. Misuse, normal wear and tear does not apply.

TERMINATION:

1. BLACKHAWK! reserves the right to terminate a dealer or distributor for cause due to violation of any condition outlined in the agreement and shall have the option to terminate dealer or distributor upon transfer of ownership, failure to meet credit requirements, or delinquency of the account.

INVOICING

1. All customers will be set-up with electronic invoicing; unless otherwise approved.
2. We acknowledge that if we change our e mail address used for invoicing we will notify BLACKHAWK! within three (3) business days of the change.

INVOICE PAYMENTS:

3. We will pay invoices according to terms and will not deduct unearned discounts on invoices if not paid according to terms. When invoices are not paid according to terms, all other unpaid invoices become immediately due and payable. We will pay a late fee of 1.5% per month (18% annually) or the highest amount allowed under applicable state law for any balances that remain past due for 30 days or more. We agree to pay BLACKHAWK! any attorney fees, collection expense, or court costs required to collect past due balances.

BANK FEES / NSF:

1. BLACKHAWK! reserves the right to charge back any bank fees incurred in the result of a refused check. BLACKHAWK! reserves the right to seek legal action for any returned check. BLACKHAWK! will forward all NSF checks to National Recovery Services. Checks receives as NSF will be presented to your bank by EFT. In addition to the charges incurred by BLACKHAWK!, there will also be a 2% or \$25.00 fee which ever is greater for each NSF check. BLACKHAWK! reserves the right to change the terms of any account to COD Money Order/Cashier Check for repeat occurrences.

ACKNOWLEDGEMENTS:

1. We acknowledge that we have read and agree to be bound by the "Additional Terms and Conditions" contained in this application. We also agree that BLACKHAWK! may at any time, and from time to time, amend or supplement the provisions of the Terms and Distribution policies and that we agreed to be bound by any and all such amendments or supplements.
2. This Account Application Agreement and all order confirmations or acknowledgments are subject to approval of BLACKHAWK! Sales and Credit departments.
3. This Account Application Agreement may be assigned to successors of the Applicant at BLACKHAWK!'s sole discretion.

AUTHORIZATION:

1. The undersigned hereby authorizes those trade, banking, and other references cited in this application to provide information requested by BLACKHAWK! and agrees to indemnify and hold harmless those persons or entities for the information supplied.

The following is to be completed by a Principal of the Company

PRINT/TYPE NAME:

PRINT/TYPE TITLE:

PRINT/TYPE DATE:

SIGNATURE: