

BLACKHAWK!

BLACKHAWK® PRODUCTS GROUP™
HONOR AS A WAY OF LIFE

Dear Prospective Distributor:

Thank you for your expressed interest in becoming an authorized BLACKHAWK! International Distributor – we look forward to supplying you with the highest quality products available to the Military, Law Enforcement, Industrial Security, First Responder and Outdoor Shooting Sports markets. In conjunction with our fine products we also support our distributors marketing needs and provide the best customer service in the industry:

Lighter...Stronger...Faster...Better!

That is our pledge and commitment -- Your success is our success.

Please review the following pages carefully. Included in this packet are the details of the available starting programs for 2010, the 2010 distributor application and sales agreement and your program checklist. Your next step is to complete the Application Package and Fax all pages, fully completed, to 1-757-436-3088, attention Dion Hopkins. Once all the information is received it will be reviewed and you will be contacted as to the status of your request for international distributorship.

BLACKHAWK! is pleased to offer you two (2) starting opportunities:

- **Tier-4 Full-Line Retail Showroom Authorized International Distributor Program**

A full-line retail showroom authorized international distributor program requires that you have a permanent retail showroom location with all of the proper and required licenses located at the address you provide on the application.

- **Tier-3 Full-Line Retail Showroom Authorized International Distributor Program**

A full-line retail showroom authorized international distributor program requires that you have a permanent retail showroom location with all of the proper and required licenses located at the address you provide on the application.

As you continue to build your business with BLACKHAWK! you can have the opportunity to raise your tier level and gain greater discounts. In simple terms, advanced tier levels come with a combination of time in good standing and exhibited monthly sales run-rates to meet the annual requirements for those levels. For information on advanced tiers please speak with Darcie Neville, International Sales Supervisor, at 1-757-436-3101, extension 3234.

If you have any questions as you complete the packet, please feel free to contact me – I will help ensure you get off to the right start with BLACKHAWK! Again, thank you for your interest in acquiring and to distribute BLACKHAWK! products – we are truly eager to serve our distributors...this year and beyond.

Best regards,

Darcie Neville

International Sales Supervisor
1-757-436-3101, extension 3234
dneville@blackhawk.com

2010 BLACKHAWK! International Distributor Packet Checklist and Index

Page	Section / Title	Action	Initials
1	International Distributor Prospective Cover Letter	Review	NA
2	2010 BLACKHAWK! International Distributor Packet Checklist and Index	Review, Complete, & Fax Back	
3	Tier-4 Full-Line Retail Showroom Authorized International Distributor Program	Review, Complete, & Fax Back	
4	Tier-3 Full-Line Retail Showroom Authorized International Distributor Program	Review, Complete, & Fax Back	
5	International Distributor Application	Review, Complete, & Fax Back	

Checklist / Instructions

1. Completely review the international distributor pack and contact us with any questions
2. Initial 2010 BLACKHAWK! International Distributor Packet Checklist and Index
 - Section at the top of the page
3. Select the Program that you are applying and initial the bottom right of page
4. Complete the International Distributor Application
5. If you are applying for a Retail Showroom, provide pictures of storefront (inside and out)

Fax back the information that is associated with points 2 through 5 above.

Tier-4 Full-Line Retail Showroom Authorized International Distributor Program

BLACKHAWK! FULL-LINE INTERNATIONAL RETAIL SHOWROOM AUTHORIZATION

Authorized by BLACKHAWK! to represent the complete product line. Note: BLACKHAWK! Armor requires a separate authorization.

- Must meet the minimum annual performance criteria for a TIER-4 Distributorship.
- Must have a Retail Store Front and Showroom.
- Must Represent at least four (4) BLACKHAWK! Categories within your company catalog (if applicable).
- Must have at least (4) BLACKHAWK! Categories loaded to your company web-site (if applicable).
- Must adhere to any BLACKHAWK! published Minimum Advertised Price (MAP) Program.
- May qualify for additional Volume Stocking discounts.
- Encouraged to present forward orders; either quarterly or monthly for the calendar year.
- May set up a second account for "no purchase minimum" Drop-Ship purchases directly to the customer
- May qualify for the BLACKHAWK! Virtual Dealer Program (call for details).

BLACKHAWK! TIER-4 FULL-LINE RETAIL SHOWROOM INTERNATIONAL DISTRIBUTOR REQUIREMENTS

Minimum Opening Order	\$ 1,000.00
Minimum Annual Requirement	\$ 3,000.00
Minimum Order	\$ 250.00
Freight Terms	FOB BPG, Prepaid and Add
Payment Terms	Net 30 Days
Volume Stocking Purchase Discount Available	Yes
Drop-Ship Program Available	Yes
Virtual Dealer Program Available	Yes
MAP Program In Effect	Yes

STANDARD TIER-4 DISCOUNT (\$250.00 Min Order of any product mix)

All Categories (other than those excepted below):	35%
With the exception of:	
Wild Fire Warrior - Firefighting Tools:	20%

DROP-SHIP PROGRAM (No Min. Order Required; 5% Up charge Waived On Orders >\$5,000.00)

All Categories (other than those excepted below):	30%
With the exception of:	
Wild Fire Warrior - Firefighting Tools:	15%

After reviewing all of the included plans, this is the plan my business is looking to be considered for:

Map Program

- Effective January 1, 2010
- For International Distributors, the maximum discount off BLACKHAWK! Listed MSRP is 20%
- MAP applies to all BLACKHAWK! Items

Tier-3 Full-Line Retail Showroom Authorized International Distributor Program

BLACKHAWK! FULL-LINE INTERNATIONAL RETAIL SHOWROOM AUTHORIZATION

Authorized by BLACKHAWK! to represent the complete product line. Note: BLACKHAWK! Armor requires a separate authorization.

- Must meet the minimum annual performance criteria for a TIER-3 Distributorship.
- Must have a Retail Store Front and Showroom.
- Must Represent at least four (4) BLACKHAWK! Categories within your company catalog (if applicable).
- Must have at least (4) BLACKHAWK! Categories loaded to your company web-site (if applicable).
- Must adhere to any BLACKHAWK! published Minimum Advertised Price (MAP) Program.
- May qualify for additional Volume Stocking discounts.
- Encouraged to present forward orders; either quarterly or monthly for the calendar year.
- May set up a second account for "no purchase minimum" Drop-Ship purchases directly to the customer.
- May qualify for the BLACKHAWK! Virtual Dealer Program (call for details).

BLACKHAWK! TIER-3 FULL-LINE RETAIL SHOWROOM INTERNATIONAL DISTRIBUTOR REQUIREMENTS

Minimum Opening Order	\$ 4,000.00
Minimum Annual Requirement	\$ 12,000.00
Minimum Order	\$ 250.00
Freight Terms	FOB BPG, Prepaid and Add
Payment Terms	Net 30 Days
Volume Stocking Purchase Discount Available	Yes
Drop-Ship Program Available	Yes
Virtual Dealer Program Available	Yes
MAP Program In Effect	Yes

STANDARD TIER-3 DISCOUNT (\$250.00 Min Order of any product mix)

All Categories (other than those excepted below):	40%
With the exception of:	
Wild Fire Warrior - Firefighting Tools:	20%

DROP-SHIP PROGRAM (No Min. Order Required; 5% Up charge Waived On Orders >\$5,000.00)

All Categories (other than those excepted below):	35%
With the exception of:	
Wild Fire Warrior - Firefighting Tools:	15%

After reviewing all of the included plans, this is the plan my business is looking to be considered for:

Map Program

- Effective January 1, 2010
- For International Distributors, the maximum discount off BLACKHAWK! Listed MSRP is 20%
- MAP applies to all BLACKHAWK! Items



All of the following information will be kept in confidence and will be used to determine your qualifications for becoming a BLACKHAWK! Authorized International Distributor. 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.

2010 BLACKHAWK! AUTHORIZED INTERNATIONAL DISTRIBUTOR 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** or **Residence** Address

City / Country / Postal Code:

Phone & Fax:

Address: Shipping: Street: Is this a **Business** or **Residence** Address

City / Country / Postal Code:

Phone & Fax:

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

Rep Firm: Rep Firm Rep:

Business Start MMYYYY:

Contacts: **Owner:** Phone:

E Mail: Fax:

Accounts Payable: Phone:

E Mail: Fax:

Marketing: Phone:

E Mail: Fax:

Buyer: Phone:

E Mail: Fax:

Business Model: *It is important that we capture as much information as possible so that we classify you correctly within our systems. Please check all that apply.*

Distribution Warehouse Retail Store Front Retail Web Other: _____

How would you classify your market segment:

Law Enforcement Military Outdoor / Shooting First Responder (EMS/FIRE/Rescue): _____

Buying Group Training Facility Chain Store Sporting Goods _____

Government Big Box Industrial Security OEM (Segment): _____

Section 2.0: BANKING INFORMATION (Not required for government agencies)

Bank Name:

Bank Officer:

Address: Billing: Street:

City / Country / Postal Code:

Phone & Fax:

Account Number: Business/Personal:

Credit Limited Requested (USD): Terms Requested:

2010 BLACKHAWK! International Authorized Distributor Program

Company Name: Date:

Section 2.1: TRADE REFERENCES (Not required for government agencies)

BLACKHAWK! requires a minimum of four (4) trade references with which you do business (Fax numbers are required). Only include Trade References in which you have Credit Terms with (this does not include Credit Card, COD, etc).

Trade Reference 1	Name:	<input type="text"/>	FAX:	<input type="text"/>
	Address:	<input type="text"/>		
Trade Reference 2	Name:	<input type="text"/>	FAX:	<input type="text"/>
	Address:	<input type="text"/>		
Trade Reference 3	Name:	<input type="text"/>	FAX:	<input type="text"/>
	Address:	<input type="text"/>		
Trade Reference 4	Name:	<input type="text"/>	FAX:	<input type="text"/>
	Address:	<input type="text"/>		

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 International Distributors who Order Automatic Knives, Law Enforcement Patches and DE Tools.

Date:

ACKNOWLEDGEMENTS AND REPRESENTATIONS

We/I, _____ are/am a bona fide international distributor 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, 2010*

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

Print/Type Name:	<input type="text"/>		
Print/Type Title:	<input type="text"/>	Print/Type Date:	<input type="text"/>
Signature:	<input type="text"/>		
Address:	<input type="text"/>		
Phone/Fax:	<input type="text"/>		

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 International Distributors for that purpose (only) as needed.

2010 BLACKHAWK! International Authorized Distributor Program

ADDITIONAL INTERNATIONAL DISTRIBUTOR REQUIREMENTS (BEYOND THE INITIAL SUBMISSION OF BUSINESS LICENSE, RESALE CERTIFICATE, STATE SALES PERMIT). This page and the following must be returned with your completed international distributor 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 INTERNATIONAL DISTRIBUTOR OF ANY TYPE YOU:

1. Must complete the Authorized International Distributor application and submit to BLACKHAWK! for approval and account setup.
2. Must place a minimum opening order at international distributor 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 international distributor must adhere to all BLACKHAWK! Minimum Advertised Pricing (MAP) programs & policies.**
2. All Distributors need to remain above the minimum annual Tier Qualification in order to buy direct.
3. Yearly Sales Volume Requirements are listed with the program detail.
4. The terms & conditions of this BLACKHAWK! Authorized International Distributor Sales Agreement are subject to change without notice.
5. All Authorized BLACKHAWK! Distributors 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 1-757-431-3101.

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. Distributors 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. Distributors 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. Distributors 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 cannot 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! cannot trace it and is not responsible for shortages, non delivery, or claims.

TRADEMARKS AND TRADE NAMES:

1. Distributors 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 International Distributors 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

COMPANY NAME:

2010 BLACKHAWK! International Authorized Distributor Program

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 Distributor from whom the product was purchased.
3. BLACKHAWK! Authorized Distributor will then return the product to BLACKHAWK! and we will refund the Distributor 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 received 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 whichever 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:

Company Name:

Date: