

NEW DEALER CHECK LIST

Please review with your dealer **BEFORE** submitting. All items must be completed & initialed prior to sending in.

New Dealer Application: (Initial) _____

- ☐ Page1: Filled out completely – **all requested information.**
 - ☐ Newest version with the URL Address Field
 - ☐ Requesting terms: supply reference information
 - ☐ Store Email address for B2B dealer website ordering.
 - ☐ Store Phone number if office has questions.
 - ☐ Contact Name
- ☐ Page2: Signature, Title, and Date

Sales Tax Exemption Form: (Initial) _____

- ☐ Find the correct form for the state where the dealer is located. (refer to Map)
 - Guide is available on the B2B website
 - Resource Library > New Retailer Tab > click State > Preview Document (print)
- ☐ Required Fields:
 - ☐ Issued to Seller: Montana Silversmiths 1 Sterling Ln Columbus MT 59019
 - ☐ Name of Firm-Business – not the owner or buyer's name
 - ☐ Address
 - ☐ Tax ID Number
 - ☐ Authorized Signature
 - ☐ Title
 - ☐ Date

Master Display Agreement: (Initial) _____

- ☐ Dealer Name & Address
- ☐ Dealer Authorized Signature, Title, Date
- ☐ Delivery Fee: \$450
- ☐ Liftgate: \$150:
 - ☐ Does the customer have a receiving dock or elevated loading dock that semis back up to?
 - ☐ Does the customer have a forklift?

****If the answer to both of those questions is NO, they NEED a liftgate. If the delivery truck is unable to complete the delivery on the first attempt and a second delivery with a different truck is required, the dealer will be invoiced an additional \$150, plus 25% of the original invoice total.**
- ☐ Specify if the display is needed by a Specific date.
 - Dealer and Rep receive notification & tracking when the display is shipping.

Opening Order: (Initial) _____

- ☐ A Completed Order for the amount required for the display they will be receiving.
 - Where is the order?
 - ☐ Excel Order Template attached to paperwork/email.
 - ☐ Suggested Order on B2B
- ☐ Submit with the dealer paperwork.

****Applications submitted without an accompanying opening order will not be reviewed or processed until the order is received.**

Display Type: (Initial) _____

- ☐ Fusion: \$2,500 Order Required
- ☐ Medium: \$3,000 Order Required
- ☐ Large: \$5,500 Order Required

TOLL FREE (800) 548-4511
TELEPHONE (406) 322-4555
EMAIL: orders@mtsilver.com
FAX (800) 446-0233 or (406) 322-6107



P.O. BOX 839
COLUMBUS, MT 59019

For office use only:

MSS REP: _____

NEW DEALER APPLICATION

Thank you for your interest in Montana Silversmiths, Inc. products. We appreciate the opportunity to provide you with our catalog and confidential pricing information. Upon approval of your application we will forward this information to you.

Please read the attached form and fill out completely.

ATTACH YOUR RESALE CERTIFICATE

Which product lines are you interested in? Check all that apply:

Buckles & Jewelry

Attitude Buckles

Trophy buckles

Attitude Jewelry

Business Name _____

Business Phone _____ Fax _____ Cell Phone _____

Contact Name _____ Contact Email _____

Ecomm URL Address _____

Shipping Address _____

City _____ State _____ Zip Code _____

Billing Address _____

City _____ State _____ Zip Code _____

Billing Contact: _____ Invoice Email _____

Type of Business (Western, Feed Store, Travel Center, etc.) _____

Type of Ownership: Individual Partnership Corporation Year Established _____

Officer Names _____ Title _____ SSN _____

_____ Title _____ SSN _____

_____ Title _____ SSN _____

Account type: NET30 | Credit limit desired _____ Credit Card Prepay with check

PLEASE SIGN AND DATE REVERSE SIDE

Below information must be filled out if you are requesting terms.

Please complete the names, addresses, phone and fax number of four (4) firms you are currently doing business with **ON TERMS**.

1. Name _____ Phone _____ Fax _____

Address _____

2. Name _____ Phone _____ Fax _____

Address _____

3. Name _____ Phone _____ Fax _____

Address _____

4. Name _____ Phone _____ Fax _____

Address _____

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SALE OF MERCHANDISE

1. This agreement governs all sales of and offers to purchase or sell merchandise goods or inventory of any type or kind made between Montana Silversmiths, Inc. and Customer, and will continue until this agreement is terminated as provided below.
2. Montana Silversmiths policy is to distribute its products through bona fide active retail dealers who maintain retail premises consistent with the high quality image of Montana Silversmiths products. Dealer must agree to maintain their inventory stocks of Montana Silversmiths products at the required levels agreed upon at the time the dealership is approved.
3. The price, quantity and other terms of sale and shipment of merchandise shall be agreed to by Montana Silversmiths, Inc. and customer. Customer orders are an offer to purchase and are subject to acceptance and approval by Montana Silversmiths, Inc. Montana Silversmiths, Inc. product selection and pricing are subject to change at any time.
4. Shipment of merchandise to customer shall be from Montana Silversmiths, Inc. shipping locations (F.O.B. Columbus, MT or Bensalem, PA). Customer is responsible for all transportation and insurance costs.
5. Subject to the other terms of this agreement and except otherwise agreed by the parties in writing with respect to any specific order, Montana Silversmiths, Inc.'s terms of sale are as follows:
 - a. NET 30 Days - Upon credit approval Montana Silversmiths, Inc. will extend the courtesy of payment on account to Net 30 Days. Montana Silversmiths, Inc. reserves the right to change such terms at its sole discretion.
 - b. Credit Card
 - c. Pre-Pay - Total balance due before order is processed.
 - d. Past Due Balances will be charged interest at the rate of the lesser of eighteen percent (18%) per annum or maximum lawful rate. In the event Montana Silversmiths, Inc. charges interest in excess of the maximum lawful rate, such excess payment will be deemed a partial payment of the balance owed. If the balance owed has been paid in full, any excess shall forthwith be refunded to the customer. Payments received from customer shall be applied first to interest due and next to balance.
6. Customer shall reimburse Montana Silversmiths, Inc. for all attorney fees, court costs, and other expenses incurred by Montana Silversmiths, Inc. in collection of amounts due by customer. Montana Silversmiths, Inc. has sole discretion in the amount of credit that it will extend to customer and may refuse to accept additional orders and/or terminate this agreement. Upon termination, customer shall pay any and all amounts due and payable immediately.
7. Merchandise Returns - Montana Silversmiths, Inc. supplies its dealers with the highest quality products and we stand behind the products we sell. If our products are defective for any reason, the customer must request a return authorization (RA) from customer service and include the RA number with the returned product. We will exchange defective product or issue credit. Montana Silversmiths, Inc. is not responsible for merchandise damaged due to misuse, abuse, neglect, or which has been altered by cleaning solvents, painting, or other foreign materials. Products returned which have been altered as described above will be charged the normal fees for repairs to the products.
8. Montana Silversmiths, Inc. products are not supplied on a guaranteed basis or on a consignment basis.

GENERAL INFORMATION

1. The term "Customer" shall mean customer individually and/or collectively, and shall include (a) the respective successors, personal representatives, heirs, and assigns of customer; (b) any individual, association, trust, partnership, corporation, or other entity to which all or substantially all of the business or assets of any customer shall have been transferred, or with, or into which customer shall have been merged, consolidated, reorganized or absorbed; and (c) in the case of a partnership, any general or limited partnership which shall have been created by reason of, or continued in existence after, the admission of any new partner or partners therein or the dissolution of the existing partnership by death, resignation, or other withdrawal of any partner. The obligations and agreements of customer hereunder are joint and several.
2. Montana Silversmiths, Inc. acceptance of partial or delinquent payments, or the failure of Montana Silversmiths, Inc. to exercise any right or remedy shall not be a waiver of any obligation of customer or right of Montana Silversmiths, Inc. or constitute a waiver of any similar default.
3. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MONTANA. This agreement may not be amended, altered, or modified, (nor may any of its terms be waived) except in writing duly signed by an officer of Montana Silversmiths, Inc. and by Customer. If any provision of this agreement is rendered or declared illegal or unenforceable, all of the remaining provisions shall remain in full force.
4. The individual(s) signing for and on behalf of customer hereby represent and warrant to Montana Silversmiths, Inc. that they are duly authorized and empowered to execute this agreement on behalf of customer and that this agreement is valid, binding, and enforceable obligation of customer.
5. This agreement may be terminated at any time by either party hereto upon notice to the other party. Under termination all amounts owing hereunder, whether or not then due, shall be immediately due and payable.
6. Customer may not assign the agreement nor any rights or obligations hereunder without the prior written consent of Montana Silversmiths, Inc.
7. Nothing herein shall be deemed to confer any exclusive territorial rights on customer. Montana Silversmiths, Inc. reserves the right, in its sole discretion, to sell merchandise to other dealers.

The parties hereto have executed this agreement to be effective as of the date of execution and acceptance for dealership by Montana Silversmiths, Inc.

X

Customer Signature

X

Title

X

Date

X

Customer Signature

X

Title

X

Date

Montana Silversmiths – Master Display Case Agreement

THIS DISPLAY CASE AGREEMENT (this "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between Montana Silversmiths, Inc., with offices located at 1 Sterling Lane, Columbus, MT 59019 ("MTS") and [Dealer]_____, with **Corporate billing offices** located at_____. MTS and Dealer are sometimes referred to herein individually as a "Party" and collectively as the "Parties". This agreement covers all display cases the dealer may have at multiple locations.

The Parties agree as follows:

1. Delivery of the Display Case. As soon as practicable after the Parties execute this Agreement, MTS shall deliver to Dealer a Display case (the "Display Case"), and Dealer shall receive the Display Case, at the Dealer address specified above (or as agreed) (the "Premises"). Dealer agrees to reimburse MTS for the cost of shipping the Display Case to the Premises.

2. Obligations regarding the Display Case. Dealer shall not dispose of or remove the Display Case or any part thereof from the Premises without MTS' prior written consent. Dealer shall (a) provide adequate and appropriate space for the Display Case at the Premises, (b) maintain appropriate insurance on the Display Case, and (c) ensure that the Display Case is at all times maintained in good condition and working order. Including making all necessary adjustments, parts replacements, and repairs during the term of this agreement. **Dealer shall ensure that the Display Case is used only to display MTS products.**

3. Marks. Dealer acknowledges that one or more trademarks and/or trade names of MTS ("Marks") is/are identified on the Display Case. Dealer shall not alter any Marks without the prior written consent of MTS, and shall not display any Mark on Dealer's website or in any marketing or other materials without, in each case, the prior written approval of MTS. The Marks are and shall remain, the property of MTS, and all goodwill arising out of Dealer's use of any Mark shall inure to the benefit of MTS. Upon termination of this Agreement, Dealer shall discontinue all uses of the Marks permitted by MTS during the term hereof.

4. Ownership. The Display Case shall, upon delivery at the Premises, become the property of Dealer. Accordingly, Dealer agrees to pay, on a timely basis, all personal property and other taxes assessed by governmental authorities on the Display Case during the period(s) in which such case is owned by Dealer.

5. Risk of Loss. Dealer assumes and shall bear the entire risk of loss, theft, damage, or destruction of the Display Case while in the possession of Dealer.

6. No Warranties; Other Limitations. DEALER ACKNOWLEDGES THAT MTS IS NOT THE MANUFACTURER OF THE DISPLAY CASE. ACCORDINGLY, MTS MAKES NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DISPLAY CASE AND/OR ITS FUNCTIONING OR OPERATION. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MTS BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

7. Indemnification. To the maximum extent permitted by applicable law, Dealer shall indemnify, defend and hold MTS harmless from and against all losses, damages, liabilities, obligations, judgments, settlements, costs, and expenses (including, without limitation, reasonable attorneys' fees) incurred by MTS arising out of any of the following: (a) any third party claim for bodily injury, including death, and/or property damage resulting from the use of the Display Case by Dealer, its employees and/or agents; and (b) any third party claim resulting from Dealer's breach of this Agreement.

8. Term; Termination. The term of this Agreement shall commence on the Effective Date and continue thereafter for one year unless earlier terminated as provided in this

Section. Upon expiration of the one year described in the preceding sentence, this Agreement shall renew for one year and successive one-year periods thereafter, in each case subject to early termination as provided in this Section, unless a Party gives the other Party written notice of non-renewal at least 30 days before the end of the then-current term (in which case this Agreement shall terminate at the end of such term). This Agreement may be terminated by either Party without cause and for its own convenience upon at least 45 days advance written notice to the other Party. In addition, if a Party breaches this Agreement and fails or is otherwise unable to cure such breach within 15 days after written notice of the breach is given by the non-breaching Party, then the non-breaching Party may terminate this Agreement immediately upon delivery to the breaching Party of further written notice of termination.

9. Effect of Termination. Upon termination of this Agreement, all of the respective rights and obligations of the Parties hereunder shall terminate, except as follows: (a) within 90 days after the termination of this Agreement, Dealer shall make the Display Case available to MTS for pick-up at the Premises (and upon such pick-up, ownership of the Display Case shall be transferred back to MTS); (b) termination of this Agreement shall not relieve a Party from any liability resulting from a breach of this Agreement occurring prior to termination; and (c) the following provisions shall survive termination of this Agreement: Sections 3, 5, 6, 7, 9 and 10. For purposes of clause (a) of this Section 9, (i) Dealer shall return the Display Case to MTS in good condition and free from any liens and encumbrances and (ii) if this Agreement is terminated (A) by Dealer without cause and for its own convenience or (B) by MTS based on a breach of this Agreement by Dealer, then without limiting any other provision of this Agreement, Dealer shall promptly pay for, or otherwise reimburse MTS for, the cost of picking up the Display Case at the Premises.

10. Miscellaneous. This Agreement, which includes the Preamble above, constitutes the entire agreement between the Parties regarding the Display Case and supersedes any prior agreement between the Parties regarding any existing Display Cases. For the avoidance of doubt, this Agreement does not supersede, replace or otherwise affect any Dealer Agreement entered into between the Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to conflicts of law principles. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and permitted assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is outlined in writing and signed by both Parties. Neither Party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other Party; and any attempted assignment without such consent will be null and void and of no force or effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute the same instrument. Signatures for the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purpose whatsoever.

11. Handling Charges and Minimum Purchase Requirements. Dealer agrees to pay all charges to cover the cost of case handling and delivery. Dealer agrees to maintain adequate stock within the Display Case by purchasing the required minimum order amounts in MTS products annually. See the Silver Sales section of our catalog for specific details.

Accepted and agreed: DEALER

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

MONTANA SILVERSMITHS, INC.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

If special delivery options are not requested at the time of order but needed for delivery, the charge will be an additional 25%.

Delivery Fee:

USA \$450

Canada \$525

Special Delivery Options:

Liftgate \$150
(Required if no raised dock)

Rural/Residential \$150

Casino/Hotel \$150

Full Service \$300