

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



Streamlined Sales Tax Certificate of Exemption

**Do not send this form to the Streamlined Sales Tax Governing Board.
Send the completed form to the seller and keep a copy for your records.**

This is a multi-state form for use in the states listed. Not all states allow all exemptions listed on this form. The purchaser is responsible for ensuring it is eligible for the exemption in the state it is claiming the tax exemption from. Check with the state for exemption information and requirements. The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.

1. Check if this certificate is for a single purchase. Enter the related invoice/purchase order # _____.

2. A. Purchaser's name _____

B. Business address _____ City _____ State _____ Country _____ Zip code _____

C. Name of seller from whom you are purchasing, leasing or renting
Montana Silversmiths, Inc. _____

D. Seller's address _____ City _____ State _____ Country _____ Zip code _____

1 Sterling Lane, PO Box 839 _____ Columbus _____ MT _____ USA _____ 59019 _____

3. Purchaser's type of business. Check the number that best describes your business.

- | | | |
|-----------------------------------------------|-----------------------------------|---------------------------------------|
| 01 Accommodation and food services | 08 Real estate | 15 Professional services |
| 02 Agriculture, forestry, fishing, hunting | 09 Rental and leasing | 16 Education and health-care services |
| 03 Construction | 10 Retail trade | 17 Nonprofit organization |
| 04 Finance and insurance | 11 Transportation and warehousing | 18 Government |
| 05 Information, publishing and communications | 12 Utilities | 19 Not a business |
| 06 Manufacturing | 13 Wholesale trade | 20 Other (explain) _____ |
| 07 Mining | 14 Business services | |

4. Reason for exemption. Check the letter that identifies the reason for the exemption.

A Federal government (Department) * _____

B State or local government (Name) * _____

C Tribal government (Name) * _____

D Foreign diplomat # _____

E Charitable organization *

F Religious organization *

G Resale *

H Agricultural Production *

I Industrial production/manufacturing *

J Direct pay permit *

K Direct Mail *

L Other (Explain) _____

M Educational Organization *

* see Instructions on back (page 2)

5. Identification (ID) number: Enter the ID number as required in the instructions for each state in which you are claiming an exemption. If claiming multiple exemption reasons, enter the letters identifying each reason as listed in Section 4 for each state.

ID number	State/Country	Reason	ID number	State/Country	Reason
AR			NV		
GA			OH		
IA			OK		
IN			RI		
KS			SD		
KY			TN		
MI			UT		
MN			VT		
NC			WA		
ND			WI		
NE			WV		
NJ			WY		

6. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser

Print name

Title

Date

Streamlined Sales and Use Tax Exemption Certificate Instructions

Sections 1-6 are required information. A signature is not required if in electronic form.

Section 1: Check the box for a single purchase and enter the invoice number. If the box is not checked, this certificate is considered a blanket certificate and remains effective until cancelled by the purchaser if purchases are no more than 12 months apart, unless a longer period is allowed by a state.

Section 2: Enter the purchaser's and seller's name, street address, city, state, country and zip code.

Section 3 Type of Business: Check the number that best describes the purchaser's business or organization. If none of the categories apply, check 20 and provide a brief description.

Section 4 Reason for Exemption: Check the letter that identifies the reason for the exemption. If the exemption you are claiming is not listed, check "L Other" and provide a clear and concise explanation of the exemption claimed. Not all states allow all exemptions listed on this form. The purchaser must check with that state for exemption information and requirements.

Section 5 Identification ID Number:

Purchaser's Instructions:

Enter the ID number as required in the instructions below for each state in which you are claiming an exemption. Identify the state or if a foreign ID, the country the ID number is from. If multiple exemption reasons are being claimed enter the letters identifying the reasons for exemption as listed in Section 4 for each state.

ID Numbers for Exemptions *other than resale*: You are responsible for ensuring that you are eligible for the exemption in the state you are claiming the tax exemption. Provide the ID number to claim exemption from sales tax that is required by the taxing state. Check with that state to determine your exemption requirements and status.

Foreign diplomats and consular personnel must enter their individual tax identification number shown on their sales tax exemption card issued by the United States Department of State's Office of Foreign Missions.

ID Numbers for *Resale Purchases (Including Drop Shipments)*: If you are claiming a purchase is not subject to tax because it is for resale (Exemption Reason G.) and you are:

- 1. Required to be registered in the state you are claiming the tax exemption:** Provide your sales tax ID number issued by that state. If claiming exemption in OH and registration is not required in the state, enter any tax ID number issued by OH. If claiming exemption in MI and registration is not required in the state, enter "Not Required".
- 2. Not registered in the state you are claiming the tax exemption:** Provide your sales tax ID number issued by any state.
- 3. Not required to register for sales tax and you do not have a sales tax identification number from any state:** Enter
-Your FEIN.
-If you do not have a FEIN, enter a different state-issued business ID number.
-If you do not have any state-issued business ID number or FEIN, enter your state driver's license number.
- 4. A foreign purchaser and you do not have an ID number described in 1, 2 or 3:** The following states will accept the tax ID number (e.g., VAT number) issued by your country: AR, IN, KS, KY, ND, NJ, OK, RI, SD, TN, UT, WA, WY. All other states require an ID number as listed in 1, 2 or 3.

If you do not have any of the ID numbers listed in 1 thru 4: You are not required to list an ID number for the following states: NE, OH, SD, WI. Enter "Not Required" and the reason for exemption for that state. All other states require an ID number.

Seller's Instructions

The seller is not required to verify the purchaser's ID number or determine the purchaser's registration requirements. (Georgia requires the seller verify the purchaser's ID number.) The seller is required to maintain proper records of exempt transactions and provide those records to the state when requested in the form in which it is maintained. These certificates may be provided in paper or electronic format.

The seller is not liable for any tax, interest, or penalty if the purchaser improperly claims an exemption or provides incorrect information on the certificate, provided all the following conditions are met:

1. The fully completed exemption certificate is provided to the seller at the time of sale or within 90 days subsequent to the date of sale;
2. The seller did not fraudulently fail to collect the tax due; and
3. The seller did not solicit customers to unlawfully claim an exemption.

Note: A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

Drop Shipper Instructions: The drop shipper may accept an ID number to claim the resale exemption as provided above in the Purchaser's Instructions. The ID number may include an ID number issued by another state. This may result in the same ID number being used for multiple states to claim the resale exemption (e.g., a retailer or marketplace seller may only be required to register for sales tax in one state).

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