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TELEPHONE (406) 322-4555
FAX (800) 446-0233 or 406-322-6107

P.O. BOX 839
COLUMBUS, MONTANA 59019-0839

NEW DEALER APPLICATION

For Office Use Only:
MSS Rep: _____

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 dealer information and fill out the form completely. ATTACH YOUR RESALE CERTIFICATE

Which Products/Lines are you most interested in? Check all that apply: Western Buckles and Jewelry Trophy Buckles Lifestyles/Home Decor
 Western Knives Cowboy Kickers Accent Saddle/Bridle Trim

Business Name _____ Contact Name _____

Contact Phone _____ Fax _____ Cell Phone _____

Shipping Address _____

City _____ State _____ Zip Code _____

Billing Address _____

City _____ State _____ Zip Code _____

Email Address _____

Type of Business (Western Store, Feed Store, Saddle Maker, etc.) _____ How Long Organization Established _____

Officer Names: _____ Title _____ SSN _____

_____ Title _____ SSN _____

_____ Title _____ SSN _____

CREDIT INFORMATION:

Name and Address of Bank: _____

Phone Number: _____

Bank Officer Contact: _____

Dun and Bradstreet Number: _____

_____ I request an open account (terms) - Credit Limit Desired: _____ I request a credit card account _____ Prepayment with check

ATTACH YOUR RESALE CERTIFICATE

Please Sign and Date
Reverse Side.

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

Please complete the names, addresses, telephone and fax numbers of four (4) firms your are currently doing business with ON TERMS.

1. Name _____ Address _____

City _____ State _____ Zip Code _____

Fax Number _____ Phone Number _____

2. Name _____ Address _____

City _____ State _____ Zip Code _____

Fax Number _____ Phone Number _____

3. Name _____ Address _____

City _____ State _____ Zip Code _____

Fax Number _____ Phone Number _____

4. Name _____ Address _____

City _____ State _____ Zip Code _____

Fax Number _____ Phone Number _____

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 provide below.
2. 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.
3. Shipment of merchandise to customer shall be from Montana Silversmiths, Inc. shipping locations (F.O.B. Columbus, MT or Butte, MT). Customer is responsible for all transportation and insurance costs.
4. 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 in its sole discretion.
 - b. Credit Card – Montana Silversmiths, Inc. will charge customers credit card upon shipment.
 - 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 owed.
5. 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.
6. 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, if necessary. Montana Silversmiths, Inc. is not responsible for merchandise damaged due to misuse, abuse or 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.

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 (not a territory manager) 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 individuals(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.

<p>X</p> <hr style="border: 0.5px solid black;"/> <p>Customer Signature</p>	<p>X</p> <hr style="border: 0.5px solid black;"/> <p>Title</p>	<p>X</p> <hr style="border: 0.5px solid black;"/> <p>Date</p>
<hr style="border: 0.5px solid black;"/> <p>Montana Silversmiths, Inc. Signature</p>	<hr style="border: 0.5px solid black;"/> <p>Title</p>	<hr style="border: 0.5px solid black;"/> <p>Date</p>