



SPORT MANUFACTURING GROUP, INC.  
1840 County Line Road, Suite 111,  
Huntingdon Valley, PA, 19006  
(p)877-969-0909 (f)877-337-1467  
sales@smgoutdoor.com



## STEEL WILL KNIVES RETAILER PROGRAM

MINIMUM OPENING ORDER: \$700 with credit card payment.

REORDER MINIMUM: \$250

MINIMUM ANNUAL SALES: \$1200

FREE FREIGHT: \$1800 Invoice Amount

PRICE: Wholesale Price List

\*All prices subject to change. Wholesale price lists are available only to approved SMG dealers. The minimums listed above are based on Dealer Cost.

TERMS: Net 30 days to qualified retailers.

### CONDITIONS:

- All retailers are required to submit a copy of their business license, resale certificate, and dealer application via fax, email, or postal service to SMG, Inc. at the address indicated above.
- You are required to agree to our MAP pricing policy. Please read the Steel Will MAP policy included in the retailer packet or contact SMG, Inc. for more information. MAP pricing is included in the Wholesale Price List.
- All sales are final. Please order carefully as we cannot accept returns or exchanges unless the product is defective.
- Opening orders to be made with credit card only. We cannot accept cash, checks, or money orders.
- Prices are subject to change without notice.
- Please allow 7-10 business days for order processing and delivery.

## 2019 Dealer Data Update

### Business Information

Legal Company Name:	
DBA (if applicable):	
Address	

### Contacts

Department	Name	Phone Number	email
Purchase Orders/Buyer			
Accounts Payable			
Returns/Replacement/Warranty			
additional space			
additional space			

### Shipping

Would you like SMG using your shipping carrier account?	YES	NO
Shipping Carrier collect number (if applicable):	UPS:	Fedex:

## 2019 Dealer Data Update

Shipping Address(-es): (if differ from main address)	Address 1	Address 2:
---	-----------	------------

Additional Info
-----------------

Should we <b>EMAIL</b> your invoices to the AP?	YES	NO
Should we <b>MAIL</b> your invoices to the AP	YES	NO
Do you sell online?	YES Link to the store:	NO
Do you have retail location(s)?	YES	NO
Could we mention you retail locations on our website?	YES	NO

Store Address(es):	Address 1	Address 2:
--------------------	-----------	------------

Please add any notes or additional info needed for better communication:



Sport Manufacturing Group Inc.  
 1840 County Line Road, Suite 111,  
 Huntingdon Valley, PA, 19006  
 PH. 877.969.0909 Fax. 877.337.1467

**CREDIT/DEALER APPLICATION & AGREEMENT**

**BUSINESS CONTACT INFORMATION**

Legal Company Name:			
Title:			
Phone:	Fax:	E-mail:	
Registered company address:			
City:		State:	ZIP Code:
Date business commenced:			
Sole proprietorship:	Partnership:	Corporation:	Other(Specify):
President:	CFO:	Accounts Payable Contact:	
Broker:	Phone:	Contact:	
DUNS#	TAX ID#	WEBSITE ADDRESS:	

**Please attach a copy of your resale certificate and business license.**

**BANK REFERENCE**

Bank name:	Contact officer:		
Bank address:	Phone:		
City:	State:	ZIP Code:	
Contact Officer:			

**TRADE REFERENCES: NAME (3) CURRENT SUPPLIERS EXTENDING CREDIT**

1. Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
2. Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	
3. Company name:			
Address:			
City:	State:	ZIP Code:	
Phone:	Fax:	E-mail:	

**AGREEMENT**

1. By submitting this application, the undersigned, authorizes Sport Manufacturing Group Inc. to make inquiries and obtain information with the banking and business/trade references that you have supplied.
2. This will include and is not limited to; account balance and payment history. The undersigned also authorizes Sport Manufacturing Group Inc. (SMG Inc.) to obtain credit reports in connection with this application. SMG Inc. will use the information in the credit reports to make a decision. At your request, SMG Inc. will provide the credit union used to obtain and make our decision.
3. You agree to be held responsible for any and all legal fees needed to collect on the account at any time. This will include all costs of collection including the cost of court as well as attorney fees.
4. It is your responsibility to keep all files up to date with us. The most important being, current billing address, telephone number and bank information.
5. SMG Inc. reserves the right to revoke your charging privileges at any time.

APPLICANT SIGNATURE:	TITLE:
PRINTED NAME:	DATE:

**PERSONAL GUARANTEE**

In consideration of the extension of credit by Sport Manufacturing Group, Inc., the undersigned contracts and guarantees to the faithful payment, when due, of all accounts of the company seeking credit. The undersigned expressly waives all notice of acceptance of this guarantee, notice of extension of credit, presentment of demand for payment and any notice of default by the company seeking credit and all other notices the guarantor might be entitled to. Revocation of the guarantee shall be in writing and delivered by certified mail.

APPLICANT SIGNATURE:	DATE:
----------------------	-------



SPORT MANUFACTURING GROUP, INC.

## **STEEL WILL KNIVES MINIMUM ADVERTISED PRICE ("MAP") POLICY**

Effective as of January 1<sup>st</sup>, 2018

---

Steel Will knives is a premium brand of outdoor and sporting knives. In order to protect our retailers who sell our products and protect our brand reputation, image, and competitiveness in the market, Sport Manufacturing Group, Inc. ("SMG, Inc.") is unilaterally instituting a Minimum Advertised Pricing Policy ("MAP Policy"). The MAP Policy shall be effective January 1<sup>st</sup>, 2018 and shall remain effective until amended or withdrawn by SMG Inc. in writing. This MAP Policy is effective for all Steel Will brand dealers, retailers, resellers, and distributors (collectively, "Vendors"), who sell Steel Will products to end users in the United States. The MAP Policy applies to Steel Will product sales in a physical store, via the internet, catalog, or elsewhere.

This policy is intended to protect against the devaluation of Steel Will products, allow for reasonable margins and a fair opportunity for Vendors, and protect the reputation and marketing strategy of the Steel Will brand.

SMG, Inc. unilaterally agrees to allow its vendors to sell Steel Will products in a physical store, via the internet or elsewhere, on the condition that Vendors abide by the following guidelines:

1. This MAP Policy is not a mutual agreement or contract, and should be read as a declaration by SMG, Inc. The intent of this declaration is to avoid misunderstandings or conflict later. This MAP Policy is not an agreement and each Vendor is free to independently decide whether or not to follow this policy and remains free to advertise and sell Steel Will brand products at any price they desire.
2. SMG, Inc. will work only with Vendors that have their advertising and pricing practices aligned with this MAP Policy. Vendors who advertise Steel Will products at a price less than SMG, Inc.'s minimum advertised price, as specified in SMG, Inc.'s most current Vendor pricing sheet, will face certain consequences, including a termination of business relationship with violating Vendor(s) and the refusal of SMG, Inc. to sell, either directly or through distribution, any Steel Will products to the violating Vendor.
3. This MAP Policy applies to all advertisements of Steel Will brand products in any media including, but not limited to, newspapers, inserts, circulars, magazines, periodicals and other print media, direct mailers, flyers, newsletters, posters, brochures, radio and television commercial broadcasts, billboards, mail-order

catalogs, email solicitations, and any alternative and Internet advertising, including internet auction sites where a minimum bid is communicated.

4. Advertising, marketing, or promoting Steel Will products on retail websites, internet auctions, or internet ecommerce stores not wholly owned or administered by the Vendor is not allowed, and will be considered contrary to the MAP Policy.
5. This MAP Policy is not intended to affect the resale price or require any Vendor to sell Steel Will products at the actual minimum advertised price.
6. This MAP Policy does not establish maximum advertised prices. Vendors may advertise Steel Will products in excess of MAP prices as they desire.
7. SMG, Inc. may provide updates to the MAP Policy at its discretion at any time. SMG, Inc. may exempt certain models or items from this policy for purposes of inventory reduction, promotion, or closeouts.

This MAP Policy is solely within SMG Inc.'s discretion and responsibility. No employee or sales representative of SMG, Inc. has any authority to discuss or modify this policy and any action of any person which purports to modify this policy or to solicit or obtain the agreement of any person to that policy is unauthorized and invalid. Any questions about this policy should be in writing and directed to the SMG, Inc. at [sales@smgoutdoor.com](mailto:sales@smgoutdoor.com). No oral communications about this policy are authorized. Any action taken by SMG, Inc. under the MAP Policy shall be without liability to SMG, Inc. This policy is subject to change at any time at the discretion of SMG, Inc.