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RESALE APPLICATION AND AGREEMENT¹

CUSTOMER NAME: _____ SHIPPING ADDRESS (IF DIFFERENT) _____

TRADE NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TEL#: _____ DIVISION OR SUBSIDIARY (CIRCLE ONE) _____

FAX#: _____ (NAME & ADDRESS) _____

PRINCIPALS/TITLE: _____

AUTHORIZED PURCHASER(S): _____

FINANCIAL CONTACT: _____ SHIPPING CONTACT: _____

TYPE OF BUSINESS: PROPRIETORSHIP PARTNERSHIP CORPORATION

STYLE OF BUSINESS (WHLSE, DIST, RETAIL, MFG, ETC.): _____

YEARS ESTABLISHED: _____ ANNUAL SALES VOLUME: _____

ENCLOSURE CHECKLIST:

- | | |
|--|---|
| 1. F.F.L. (SIGNED COPY) <input type="checkbox"/> | 3. PROOF OF RESALE ESTABLISHMENT <input type="checkbox"/> |
| 2. STATE TAX # AND/OR CERTIFICATE <input type="checkbox"/> | (ADS, YELLOW PAGE LISTING, PHOTOS, CATALOG, WEB SITE, ETC.) |

BANK REFERENCE:

BANK: _____ ADDRESS: _____

TEL: _____ FAX: _____

CONTACT: _____

CONDITIONS OF SALE AND TERMS OF PAYMENT

BY SIGNATURE BELOW, APPLICANT REPRESENTS AND WARRANTS PURCHASES FROM THE BPI WHOLESALE PROGRAM ARE INTENDED SOLELY FOR RESALE AND THAT ALL STATEMENTS MADE HEREIN ARE TRUE AND CORRECT AND THAT APPLICANT IS FINANCIALLY RESPONSIBLE, ABLE AND WILLING TO PAY ALL INVOICES IN ACCORDANCE WITH THE TERMS HEREOF AND TERMS OF EACH INVOICE. THE PARTIES AGREE THAT THE EXCLUSIVE FORUM FOR THE RESOLUTION OF ANY DISPUTE ARISING FROM BUSINESS BETWEEN THEM WILL BE THE COURTS OF THE STATE OF MINNESOTA AND THAT THE LAW OF THE STATE OF MINNESOTA SHALL APPLY. IF BALLISTIC PRODUCTS, INC., EMPLOYS AN ATTORNEY AND/OR INSTITUTES SUIT TO AFFECT COLLECTION OF THIS ACCOUNT, APPLICANT COVENANTS AND AGREES TO PAY A REASONABLE ATTORNEY'S FEE AND COSTS INCURRED BY BALLISTIC PRODUCTS, INC., WHETHER INCURRED THROUGH LITIGATION OR OTHERWISE.

ALL INVOICES ARE DUE AND PAYABLE ON OR BEFORE THE DUE DATE INDICATED ON THE INVOICE AT BALLISTIC PRODUCTS, INC., P.O. BOX 293, 20015 75TH AVENUE NORTH, CORCORAN, MN 55340-0293. ANY INVOICES WHICH ARE PAID SUBSEQUENT TO THIS DATE WILL NOT BE SUBJECT TO ANY DISCOUNTS OR ALLOWANCES AND THE ENTIRE BALANCE DUE WILL ACCRUE INTEREST FROM THE DUE DATE UNTIL PAID AT THE RATE OF 1 1/2% PER MONTH (18% PER ANNUM). THE DATE ON THE CHECK AND THE POSTMARK ON THE ENVELOPE IN WHICH THE CHECK WAS MAILED TO BALLISTIC PRODUCTS, INC. MUST BE PRIOR TO THE DUE DATE INDICATED ON THE INVOICE. IN ORDER TO BE ELIGIBLE FOR THE DISCOUNT AND ALLOWANCE THE INVOICE MUST BE PAID PRIOR TO THE DUE DATE INDICATED ON THE INVOICE.

THE PRICES AND TERMS PREVIOUSLY PUBLISHED ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL ORDERS WILL BE INVOICED USING THE TERMS AND PRICES IN EFFECT AT THE TIME OF SHIPMENT. BALLISTIC PRODUCTS, INC. IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS.

ALL ORDERS ARE SUBJECT TO ACCEPTANCE AND APPROVAL AT OUR CORPORATE OFFICE. ALL ORDERS ARE SUBJECT TO CREDIT DEPARTMENT APPROVAL BEFORE SHIPMENT.

DAMAGED MERCHANDISE MUST BE REFUSED AT THE TIME OF DELIVERY AND NOTED ON THE DELIVERY RECEIPT. SHORTAGES MUST BE NOTED ON THE DELIVERY RECEIPT AT THE TIME OF DELIVERY. THE RECEIPT WITH NOTATIONS MUST BE FORWARDED TO BALLISTIC PRODUCTS, INC. FOR CLAIM HANDLING.

RETURNED GOODS: WE DO NOT ACCEPT THE RETURN OF MERCHANDISE WITHOUT AUTHORIZATION FROM THE CORPORATE OFFICE. SALESMEN ARE NOT AUTHORIZED TO MAKE ADJUSTMENTS OR ALTER TERMS.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO PRIOR ORAL OR WRITTEN REPRESENTATIONS, PROMISES, OR UNDERTAKINGS SHALL AFFECT, VARY, ALTER, OR MODIFY THE TERMS HEREOF.

I HAVE READ AND WILL AGREE TO THE TERMS OF CONDITION AS LISTED ABOVE

CUSTOMER AUTHORIZED SIGNATURE & TITLE: _____

DATE: _____

¹ This is not an application for open account.

