



- ❖❖ **Pricing:** Dealers are to sell BG-Gear products at full MSRP (Manufacturer's Suggested Retail Price). BG Gear is sold retail through the BG Gear web store at full MSRP.
- ❖❖ **Discounts and Sales:** Sales and discounted prices are prohibited to maintain equality among dealers / resellers. Discounts of up to 10% are encouraged for valued regular customers and leaders in the canyoneering community.
- ❖❖ **Employee Orders:** Dealers may provide Prodeal discounts ONLY to individuals directly employed by the dealer. See the current price sheet for Prodeal pricing on BG Gear products and suggested limits in a 12 month period.
- ❖❖ **Advertising:** The MAP (Minimum Advertised Price) for all BG Gear products shall be equal to the MSRP. The MAP applies to all advertisements of BG Gear products in any and all media, including, but not limited to, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, internet or similar electronic media, television, radio, and public signage. The MAP is not applicable to any in-store advertising that is displayed only in the store and not shown to or distributed to any retail customer(s). If pricing is displayed, any strike-through or other alteration of the MAP or MSRP prohibited.
- ❖❖ **Internet Sales:** At no time or in any event, no authorized BG Gear account shall sell BG Gear products on any auction website including eBay. All internet sales to retail customers are to be at full MSRP. The MAP for all internet advertising will be equal to the MSRP. Retail accounts purchasing from any authorized BG Gear business to business distributor shall also be subject to the BG Gear pricing policies.
- ❖❖ **Pricing Violations:** Although dealers / resellers are free to establish their own retail prices, BG-Gear will without assuming any liability, unilaterally pursue any authorized account that violates any of the pricing policies to the greatest extent possible under applicable law. As an authorized BG Gear account, you agree that if you violate any of the pricing policies, BG Gear shall have the right, without limitation to any other legal or equitable remedies available to it, immediately (a) to cancel any order(s) from you that BG Gear may already have accepted and (b) to terminate you as an account of BG Gear.
- ❖❖ **Excess Merchandise:** IF you end up with excess merchandise, please call BG Gear and seek redress either in the form of trading for alternate merchandise, or possible re-purchase.
- ❖❖ **Shipping and Inspection:** BG-Gear ships via USPS (US MAIL), dealers are encouraged to supply a shipping address that is deliverable via USPS. Normal terms are FOB origin Las Vegas, Nevada, dealer pays shipping and assumes in transit risk. Please check all incoming deliveries to verify proper count and product integrity within 48 hours. Please make claims via email or phone on a timely basis.
- ❖❖ **Hand Delivery:** Hand delivery may be offered by BG Gear only when a BG Gear representative will be traveling near your business and when scheduling of delivery is convenient for both your company and BG Gear. If products are hand delivered by BG Gear, the shipping charges will be refunded for the order that was had delivered.
- ❖❖ **Terms:** Normal Terms are Net 30 (Balance due within 30 days after invoice). Terms of NET 60 (Balance due within 60 days after invoice) are usually available on orders greater than \$500.00.
- ❖❖ **Over Due Accounts:** Overdue accounts will not be shipped. If your account is overdue please contact BG Gear to renegotiate terms, rather than letting things slipping out of agreement.
- ❖❖ **Finance Charges:** A finance charge of 2% per month will be added to overdue accounts. Monthly statements will be sent to overdue accounts, with finance charges assessed. Finance charges can be escaped by BG Gear receiving full payment on or before the 10th day after the invoice is due.
- ❖❖ **Possession:** BG Gear products shipped and billed to you only comes under your possession with payment of your invoice. BG Gear maintains possession of the goods until invoices are paid. Accounts that are seriously over due and out of communication are in jeopardy of repossession. BG Gear maintains the right to physically repossess products that have not been paid for from accounts that are 90 days overdue.
- ❖❖ **Opening Orders:** A minimum opening order of \$100.00 is required.

BG GEAR LLC

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Las Vegas, NV 89128
702-327-7022
BG-Luke@BG-Gear.com



Dealer Agreement / Application

COMPANY/ORGANIZATION INFORMATION

Shop Name: _____

Bill To Address: _____

Company/Organization Name: _____

Organization Type: _____

State: _____

Ship To Address: _____

Sales Tax Lic. Number: _____

USPS deliverable address preferred. BG-Gear ships via USPS (US MAIL).

INTERNAL CONTACTS

Owner, Officer or Manager

Name: _____

Phone Number: _____

Contact Email: _____

Accounts Receivable Person

Name: _____

Phone Number: _____

Contact Email: _____

Buyer (primary)

Name: _____

Phone Number: _____

Contact Email: _____

Buyer (secondary)

Name: _____

Phone Number: _____

Contact Email: _____

Billing / Ordering

To place an order, email a list of items you wish to order to BG Gear.
When the order is processed, BG Gear will ship your items with a packing slip and email you an invoice.
Dealers have 30 days to pay.
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I, _____, acting as an officer/authorized agent of the company/organization listed above, have read and agree to the terms of this Dealer Agreement between BG Gear LLC and my company/organization. I guarantee the company is in sound financial condition, and invoices will be paid on a timely basis. Finance charges will be accepted and paid as stated above. I have read and agree to this Dealer Agreement. This contract occurs in Clark County, State of Nevada. Any litigation involving BG Gear will be in Nevada State pursuant to Nevada law.

Signature: _____ Date: _____