



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

### ADVANCED PAYMENT TERMS

MINIMUM OPENING ORDER: \$700

REORDER MINIMUM: \$250

MINIMUM ANNUAL SALES: \$1200

FREIGHT&CUSTOMS Fees are on dealer

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.

### CONDITIONS:

- 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 dealers are required to fill out the attached spreadsheet with all requested information.
- All sales are final. Please order carefully as we cannot accept cash, checks, or money orders.
- Prices are subject to change without notice.
- Please allow 10-14 business days for order processing and delivery.



SPORT MANUFACTURING GROUP, INC.

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

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

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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, 2018 and shall remain effective until amended or withdrawn by SMG Inc. in writing.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.

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