

### BUSINESS CONTACT INFORMATION

Company Name		Date Business Commenced	
DBA Name		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Co-Op (If applicable) <input type="checkbox"/> Other (Please specify)	<u>ANY ADDITIONAL INFO</u>
Authorize Representative Name			
Email Address			
Title			
Phone			
Fax			
Address City, State, Zip			

### ADDITIONAL BUSINESS INFORMATION

Resale #		MUST SUPPLY COMPLETED RESALE CERTIFICATE	
Purchase Order Required?			

### ACCOUNTING

Accounts Payable Contact Name		Billing Address	
Phone		City, State, Zip	
Email		Preferred Invoice Submission Method	
Fax			

## CUSTOMER APPLICATION AND AGREEMENT

DOCUMENT: NAI-6F-003

REVISION: NC

PAGE 2 OF 2

## SHIPPING

Shipping Address		City, State, Zip	
Preferred Shipping Method		UPS/FedEx Account Number	

## AGREEMENT

1. By submitting this application, you authorize North Atlantic Imports, LLC to make inquiries into any banking and business/trade references that you have supplied.
2. PAYMENT: As a prepaid customer, payment is required to be made at the order is placed or before any shipment is made.
3. CLAIMS: Claims arising from invoices must be made within seven business days.
4. TERMINATION: This agreement continues until terminated as set forth herein. Either party may terminate this agreement without cause upon 30 days prior written notice.
5. CONFIDENTIALITY: During the term of this agreement, the parties may exchange confidential information, which includes information regarding a party not generally known to the public. Each will treat such confidential information as confidential and proprietary both during the term and for a period of 3 years after the term.
6. ASSIGNMENT: Neither party may assign, transfer or otherwise delegate this agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

## SIGNATURES

Authorized Representative Signature		North Atlantic Imports LLC Signature	
Name and Title		Name and Title	
Date		Date	

REMIT ADDRESS: NORTH ATLANTIC IMPORTS, LLC  
1073 WEST 1700 NORTH  
LOGAN, UTAH 84321

## **Resale Certificate Information**

In order that we may comply with the SALES, EXCISE AND USE LAW we must have in our files a Resale Certificate of Exemption with your resale certificate permit number to show that you are registered with your State Comptroller's office. This ensures that you are reselling the merchandise purchased from us, collecting the Sales Tax thereon and paying this to the State

Below you will find the required form to be signed and returned.

If you are not going to be collecting sales tax on sales made by you, then you should not sign this statement, but instead check this box

\_\_\_\_\_ I will be paying tax on my purchases.

## UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2—6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of October 14, 2022.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

is engaged or is registered as a

☐ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Seller

☐ Lessor (see notes on pages 2—4)

☐ Other (Specify) \_\_\_\_\_

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the Seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AK/ARSSTC <sup>1</sup>		MO <sup>19</sup>	
AL <sup>2</sup>		NE	
AR		NV <sup>20</sup>	
AZ <sup>3</sup>		NJ	
CA <sup>4</sup>		NM <sup>5,21</sup>	
CO <sup>5,6</sup>		NC <sup>22</sup>	
CT <sup>7</sup>		ND	
FL <sup>8</sup>		OH <sup>23</sup>	
GA <sup>9</sup>		OK <sup>24</sup>	
HI <sup>5,10</sup>		PA <sup>25</sup>	
ID <sup>11</sup>		RI <sup>26</sup>	
IL <sup>5,12</sup>		SC	
IA		SD <sup>27</sup>	
KS <sup>13</sup>		TN <sup>28</sup>	
KY <sup>14</sup>		TX <sup>29</sup>	
ME <sup>15</sup>		UT	
MD <sup>16</sup>		VT <sup>30</sup>	
MI <sup>17</sup>		WA <sup>31</sup>	
MN <sup>18</sup>		WI <sup>32</sup>	

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_

(Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### RETURN POLICY

Purchases made through [blackstoneproducts.com](http://blackstoneproducts.com) or through Blackstone Sales Department that are unused and in their original packaging may be returned within 30 days of the original purchase date. Please include a copy of the invoice or packing slip in any returned product.

To initiate a return, please contact our Customer Service department at 435-252-3030 Ext. 1 during our business hours (7AM to 5PM MST, Monday through Friday) to receive a RMA (Return Merchandise Authorization) number and return instructions. Refunds of the purchase price less a 10% restocking fee will be credited back to the purchaser credit or debit card within 10 business days of receiving the returned product.

Return shipping charges are the responsibility of the customer. Any shipments sent collect on delivery will not be accepted. Please note that all product bundles on our website are sold as a complete unit, and partial returns will not be accepted.

### REPLACEMENT PARTS POLICY

We stand behind our products and hope that you love them as much as we do. If an order arrives damaged, incomplete, or defective, please [register your product](#) and contact Customer Support at 435-252-3030 Ext. 1 or submit a [Customer Support Request](#).

### THIRD PARTY SELLERS POLICY

Dealer shall not sell Blackstone Products, directly or indirectly through any third party, online, or through any website (including, without limitation, any marketplace website including, as nonlimiting examples, Amazon, eBay, and Facebook Marketplace) without Blackstone's prior written approval. Dealers must apply to Blackstone for approval to sell Blackstone Products online or through a website, which Blackstone can accept or reject at its sole discretion. [Dealer/You] acknowledge that damages are an inadequate remedy in the event of a breach or intended or threatened breach of this requirement and that any such breach by [Dealer/You] will cause Blackstone irreparable injury and damage. Accordingly, [Dealer/You] agree that Blackstone shall be entitled (without waiving any additional rights or remedies, including monetary damages, otherwise available to

Blackstone at law, or in equity, or by statute) to preliminary and permanent injunctive relief in the event of any breach or intended or threatened breach by [Dealer/You].

## MINIMUM ADVERTISED PRICE POLICY

North Atlantic Imports LLC (the “Company”) unilaterally applies this Internet Minimum Advertised Pricing Policy (“Policy”). This Policy is subject to change at any time by the Company at its sole discretion.

The purpose of this policy is to protect the value of the Company’s trademarks and brand names and to attract and retain reputable, customer-friendly Internet resellers.

This Policy is applicable to all sellers of the Company’s Blackstone Select products (the “Products”) who advertise or sell Products on any Internet platform (“Resellers”) and to distributors (“Distributors”). This Policy applies to all Products of the Company unless otherwise specified by the Company. The Policy applies only to prices advertised anywhere on the Internet or by means of the Internet (including but not limited to websites, social media, direct e-mail advertising, and related materials that are accessible through the Internet platform by means of a hyperlink). The Policy does not apply to print advertising or in-store advertising for Products to be sold at a physical store but does apply to all advertising for sales to be made over or by means of the Internet. This Policy does not apply to the price at which the Products are actually sold. Nothing in the Policy or other agreement with the Company will constitute an agreement on the price or price levels at which Resellers or Distributors actually sell any Product. It is the policy of the Company that Resellers shall not advertise any Company Product on the Internet at prices below the IMAP for that Product established by the Company.

The Internet advertised price of a Product means the net price advertised on the Internet after all discounts, rebates, gifts or promotional items. The Internet Minimum Advertised Price (“IMAP”) shall be set by the Company from time to time in its sole discretion and shall be communicated by the Company to the Resellers from time to time. If the Company makes the IMAP available on a website accessible to the Reseller and informs Reseller of this, it is the responsibility of the Reseller to maintain current knowledge of the IMAP.

**ACTIONS BY THE COMPANY:** The Company has the right to sell Products to each Reseller or Distributor or to refrain or stop from doing in its discretion for any reason or for no reason. Under this Policy, if Reseller advertises Products on the Internet below the IMAP or otherwise violates this Policy, the Company may cease selling or shipping Products to Reseller or its customers and/or cease taking orders from Reseller for a temporary or permanent period in the Company’s discretion, which may take into account circumstances such as the number of violations or the repetition of violations.