

**FW22**



# BADEN PRODUCT

*Baden<sup>®</sup>*



**@ADIDASFBALLUS @ADIDASHOOPS @ADIDASFOOTBALL @ADIDASBASEBALL @ADIDASVBALL @ADIDASLACROSSE**

# CUSTOMER OPERATIONS INFORMATION

## 877-409-0628

THE NUMBER ABOVE WILL BE THE SINGLE CUSTOMER SERVICE CONTACT NUMBER  
FOR ORDERING ASSISTANCE FOR ADIDAS AND ADIDAS LICENSEES.

VISIT [ADIDAS-TEAM.COM](http://ADIDAS-TEAM.COM)

## TEAM SALES REPS

### JIM WATKINS

KEY ACCOUNT MANAGER – 431 SPORTS  
615-585-3460  
[JIM.WATKINS@ADIDAS.COM](mailto:JIM.WATKINS@ADIDAS.COM)  
KY, TN, SOUTH-IN

### TESSA KENNEDY

484-866-6997  
[TESSA.KENNEDY@ADIDAS.COM](mailto:TESSA.KENNEDY@ADIDAS.COM)  
EAST/WEST-PA, NJ, DE,  
NYC; LONG ISLAND, MD, DC

### PATTY SETA-TABB

513-858-9421  
[PATTY.SETA-TABB@ADIDAS.COM](mailto:PATTY.SETA-TABB@ADIDAS.COM)  
CENTRAL/NORTH-IN, MI, WV, OH

### TOM MONSELL

603-777-9935  
[THOMAS.MONSELL@ADIDAS.COM](mailto:THOMAS.MONSELL@ADIDAS.COM)  
ME, NH, VT, MA, RI, CT, NORTHEAST UPSTATE-NY,  
WEST-NY

### ROHN MULKEY

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GA, FL

### MEGAN CURRY

KEY ACCOUNT MANAGER – ASB  
916-396-8486  
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UT, CO, ASB TEXAS

### PAUL ANDREWS

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TX, OK, AR

### MATT HOLT

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SC, NC, VA

### GREG PAIML

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AL, LA, MS

### ERIC LUCKENBACH

KEY ACCOUNT MANAGER – EASTBAY TEAM SALES  
661-857-2391  
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SOUTH-CAL, SO NV, AZ

### SCOTT SNYDER

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KS, MO, SOUTH-IL

### DAN O'DONNELL

636-698-3629  
[DAN.ODONNELL@ADIDAS.COM](mailto:DAN.ODONNELL@ADIDAS.COM)  
SD, NE, IA, NORTH-IL, ND, MN, WI

### FRED WOLFORD

770-815-2081  
[FRED.WOLFORD@ADIDAS.COM](mailto:FRED.WOLFORD@ADIDAS.COM)  
INSIDE SALES



# BADEN CUSTOM ADIDAS VOLLEYBALLS

**Baden®**



## BALL CART DETAILS:

**MSRP: \$350**

- Holds 30 balls
- Optimum height for easy reach and rolling under nets
- Heavy gauge aluminum frame
- Balls not included
- Colored, single point locking knuckle allows for quick set-up.
- Clear, high-end wheels. Rolls easily and won't mark floors.

FOR MORE INFORMATION, EMAIL: [ADIDASVOLLEYBALL@BADENSPORTS.COM](mailto:ADIDASVOLLEYBALL@BADENSPORTS.COM)

CUSTOM LEATHER GAME  
VOLLEYBALL  
MSRP: \$95



CUSTOM COMPOSITE  
VOLLEYBALL  
MSRP: \$60



CUSTOM LIGHT COMPOSITE  
VOLLEYBALL  
MSRP: \$50



## VOLLEYBALL DETAILS:

- Official size and weight
- 100% Customizable
- Traditional 18 panel
- **MINIMUMS:** 36 balls
- **LEAD TIME:** 90 days after art approval
- **COMPOSITE OPTION:** High end microfiber surface ensures great grip and high durability
- **EXCLUSIVE LEATHER COVER:** New innovative tanning process provides maximum durability and performance.
- **LIGHTWEIGHT BUTYL BLADDER AND BLENDED COTTON WRAP:** State-of-the-art butyl bladder is the lightest bladder ever used for volleyball, providing optimum weight, performance and durability. Features a special lightweight cotton blend wrap for maximum strength and durability.
- **SPECIALLY FORMULATED ADHESIVE AND GRAPHICS APPLICATION:** Exclusive adhesive formula is crucial to the feel and accurate response of the adidas volleyball. Using unique graphics application technology, adidas maintains the panel integrity and soft touch, unlike the rigid feel of traditional graphics.
- **STEALTH SOFT-VALUE SYSTEM:** A softer valve panel ensures consistent feel and accuracy no matter what side of the ball you hit.

### VX5EC SERIES

| COLOR NAME      | PMS         | KEY |
|-----------------|-------------|-----|
| RED             | 288         |     |
| MAROON          | 289         |     |
| ORANGE          | 1655        |     |
| YELLOW          | 123         |     |
| FOREST GREEN    | 3435        |     |
| COLLEGIATE BLUE | 390         |     |
| ROYAL           | 286         |     |
| NAVY            | 282         |     |
| PURPLE          | 267         |     |
| NEON PINK       | 886         |     |
| GREY            | cool gray 4 |     |
| BLACK           | black       |     |
| WHITE           | white       |     |

### VX450/VX450L SERIES

| COLOR NAME      | PMS         | KEY |
|-----------------|-------------|-----|
| RED             | 185         |     |
| MAROON          | 289         |     |
| ORANGE          | 1655        |     |
| YELLOW          | 123         |     |
| NEON GREEN      | 481         |     |
| KELLY GREEN     | 548         |     |
| FOREST GREEN    | 3435        |     |
| TEAL            | 321         |     |
| NEON BLUE       | 681         |     |
| CAROLINE BLUE   | 278         |     |
| COLLEGIATE BLUE | 390         |     |
| ROYAL           | 286         |     |
| NAVY            | 282         |     |
| PURPLE          | 267         |     |
| NEON PINK       | 886         |     |
| GREY            | cool gray 4 |     |
| BLACK           | black       |     |
| WHITE           | white       |     |



## GENERAL TERMS AND CONDITIONS OF SALE

of adidas America, Inc. (the "Company")

### Orders

These General Terms and Conditions of Sale (the "Terms and Conditions") apply to and form an integral part of all quotations and offers made by the Company, all acceptances, acknowledgements (including a functional acknowledgement sent on receipt of an electronic order) and confirmations by the Company of any orders by Customer, and any agreements regarding the sale by Company and purchase by Customer of product and services. The Company's acceptance of orders is based upon these Terms and Conditions. All purchase orders or other procurement documents (including purchase order confirmations, compliance guides, and routing and logistics guides) submitted by Customer shall be governed by these Terms and Conditions. To the extent that any provisions contained in the Customer's purchase order or other procurement documents conflict with or would change, modify or supplement these Terms and Conditions, these Terms and Conditions will control, even if Company does not expressly contest such provisions and any such conflicting provisions shall be wholly inapplicable to any sale made by Company to Customer and shall not be binding in any way on Company. Without limiting the foregoing, Company further rejects terms and conditions inconsistent with, different from or additional to those contained herein which are contained on any website of Customer for which access is conditioned on acceptance of such terms and conditions. A functional acknowledgement sent on receipt of an electronic order does not constitute acceptance of electronic data interchange orders. Customer's order of the product will manifest Customer's agreement to these Terms and Conditions.

### Order Requirements

Order entry date will determine earliest requested delivery date, as established and communicated by the Company. Earliest requested delivery date may vary by order type such as, but not limited to, [a] future, [b] fill-in, and [c] closeout orders. Customer delivery dates that do not meet requirements may be adjusted at the Company's discretion.

Orders must also meet minimum quantity requirements by product division (e.g., footwear) as established and communicated by the Company, unless otherwise agreed to between Company and Customer.

Orders will be managed through a confirmation process where Customer requested delivery dates are evaluated against Company supply availability [a] at order integration and [b] up to seventy-five (75) days prior to the delivery date. Customer requested delivery dates may be adjusted at Company's discretion through this confirmation process.

### Back Orders

Back orders are shipped FOB shipping point. Back orders will not be created for fewer than four[4] pieces.

### Allocations

Orders and shipments are subject to allocation by Company in times of product shortages as determined by Company in its sole discretion.

### Cancellations

Requests to cancel orders must be made in writing no later than thirty (30) days before the start ship date and are subject to Company's approval. All cancellations and refusals may be subject to a restocking/processing fee. Cancellations exceeding ten percent (10%) of futures bookings will result in evaluation of future discounts. Confirmed container and direct ship orders are not cancellable.

### Changes in Orders

Changes in orders will be considered only [a] within thirty (30) days of order submission in the case of container or dedicated orders, or [b] no later than forty-five (45) days prior to the first shipment date indicated on the order in the case of warehouse orders.

### Pricing

All pricing error claims must be submitted to Company within thirty (30) days of the applicable invoice due date. All pricing error claims submitted within this timeframe will be reviewed and approved or denied based on the merits of the claim at the sole discretion of Company. All pricing error claims submitted beyond this timeframe will be automatically denied. Pricing error claims that are not accompanied by a corresponding invoice number will be denied. No employee, company representative or any other party other than an officer of Company is authorized to alter Company's pricing terms. All prices are subject to change without notice. Orders will be billed at prices prevailing at the time of order as reflected on Company's then current price lists.

### Shipping

Freight terms are FOB shipping point for all domestic shipments and FOB port for direct shipments, unless otherwise approved in writing by Company. The Company cannot guarantee that all orders placed by a Customer that meet adidas' direct shipment criteria will be processed as a direct shipment. In that circumstance, the order will receive FOB shipping point freight terms. Customer assumes all risk of loss upon delivery of products by Company to Customer or Customer's representative. All delivery indications are estimates only. In no event will Company assume any liability, consequential or otherwise, as a result of Company's failure to deliver product in accordance with indicated delivery schedules. Company will reject any late shipping fees unless approved by the Company in advance in writing. Delivery of part of an order does not obligate Company to make further deliveries, and partial deliveries will be billed when made.

### Terms of Sale

Payment terms are net thirty (30) days from invoice date, unless otherwise specified. Any amounts not paid within net terms are subject to a service charge of 1-1/2 % per month or the maximum rate permitted by law, whichever is lower. No cash or prompt payment discounts will be allowed on any invoice paid past the invoice discount period. Customer shall not set off against or deduct from any amounts due to Company hereunder all or any part of any amounts owed or alleged to be owed by Company to Customer. If Company, in its sole discretion, at any time is unsatisfied with Customer's financial responsibility, or feels it needs further assurance that Customer will pay for outstanding orders, Company shall be entitled to require Customer to pay for its orders on a cash-in-advance basis. If Customer is in default under any agreement with Company, or fails to comply with any written rule or policy of Company, including these Terms and Conditions, Company shall have the right, without prejudice to any other legal remedy, to cancel all outstanding orders. Company shall have the right to set off and deduct any amounts due to Company from Customer against and from any amounts owed or allegedly owed by Company to Customer.

### General Returns Policy

All returns must be pre-approved by Company Returns Department. Requests for approval of returns must be received in writing by the Returns Department within sixty (60) days of the applicable invoice date.

All returns must be accompanied by a completed Return Authorization Form, available from the Returns Department, and comply with all instructions provided by the Returns Department, including, but not limited to, a maximum number of articles per Return Authorization as determined by the Company. The Return Authorization Number must be clearly marked on the outside of the shipping carton and/or on the face of the shipping documents. Any returns not bearing the Return Authorization Number or not accompanied by a Return Authorization Form will be shipped back to Customer at Customer's expense.

Returned goods must be physically received at the address listed on the Return Authorization within sixty (60) days of the Return Authorization Form date. Product returned after that deadline or to a different address than listed on the Return Authorization Form will be refused and shipped back to Customer at Customer's expense.

Customer accommodation returns of a lower grade quality, or that require reboxing, rebagging or removal of value-added services, may receive only partial credit. Determination of the grade quality is at the sole discretion of Company. Display models cannot be returned, and will not receive credit if included in a Return Authorization.

All returns must be shipped prepaid at Customer's expense. In addition, Customer will be responsible for any handling charges incurred by Company as a result of a return.

### Defective Returns Policy

Whether product is defective will be determined in Company's sole discretion. If Company determines that product has a manufacturing defect, Company will reimburse Customer for reasonable freight charges upon receipt of a freight bill. Returns that the Company determines do not have a manufacture's defect may receive only partial or no credit.

### Loss/Damage in Transit

Company will not be responsible for goods lost or damaged in transit. Any damage or shortage in carton count must be noted on the carrier's delivery receipt and reported directly to the delivering carrier.

Concealed Shortages/Overages

In order to make a claim for any shortages/overages in unopened cartons, such claim must be reported to Company's Credit Department in writing within thirty (30) days of the applicable invoice due date. All claims must be accompanied by an invoice, carton identification number and shipping order number and an itemization of all shortages/overages by product code, size, and quantity. Claims only shall be made in an amount equal to the invoiced value of the goods which were not received. Company will reject claims for other amounts, such as late shipment charges.

### Packing Errors

In order to make a claim for packing errors, such claim must be reported to the Company's Credit Department in writing within thirty (30) days of the applicable invoice due date. All claims must contain the carton identification number.

### Chargebacks and Value Added Services

Chargebacks, including for claims that mutually agreed upon business rules (such as lead times on time order placement and call off) were not followed by Company, will not be accepted by Company unless agreed to in writing between Company and Customer. Furthermore, Company only will agree to chargebacks, including for a value-added service (VAS), that reflect actual direct costs incurred by Customer and will not accept punitive or administrative chargebacks. Even for chargebacks agreed upon in writing by Company, if Customer fails to provide sufficient documentation to support the chargebacks, Company may reject the chargebacks and/or assess a reasonable research fee for time spent to research the chargebacks.

All VAS must be agreed upon by the parties in writing before the Company will provide such service. The Company will charge Customer for any VAS that impact unit cost and time, such as garment on hanger, supplemental ticketing, and box and inflate, unless otherwise agreed to in writing between Company and Customer. Box and inflate VAS is only available on direct or Customer dedicated shipments.

### Customer's Covenants

Customer agrees to [a] render prompt, effective and courteous service with respect to the sale of Company goods, including all services to which a retail customer of Company

goods is entitled; [b] vigorously and aggressively encourage the retail sale of Company goods; [c] maintain the minimum sales volume established by Company from time to time; [d] limit closeout volume to an established minimum as communicated by the Company; [e] establish and maintain, independently and in conjunction with Company, advertising and marketing policies and methods that emphasize the high-quality characteristics of Company's goods; [f] provide clean, modern and adequate retail outlet(s) necessary for proper merchandising and selling of Company goods; [g] attend presentations conducted by Company sales representatives for the purpose of acquiring knowledge about the technical and other aspects of Company products; and [h] notify Company's Credit Department in writing prior to any change in Customer's legal organization, method of doing business or any other information stated in the credit application filed by Customer.

### Trademark & Intellectual Property Rights

Customer acknowledges that Company is the owner of all intellectual property associated with Company products, including all trademarks, copyrights, patents and trade secrets otherwise owned by Company (the "Intellectual Property"). Customer obtains no rights to the Intellectual Property. Customer obtains no ownership or license rights to Company's trademarks, trade names, logos or designs ("Trademarks") or copyrights except as specifically stated in these Terms and Conditions. Customer may not use the Trademarks, or any marks similar to the Trademarks, in any way without Company's express written consent. Company claims a copyright in the written materials delivered to Customer under these Terms and Conditions, including any designs, drawings and logos. Company grants to Customer a royalty-free right and license to use and display Company's Trademarks and copyrights and the product information, specifications, data, and images provided by Company, but only to the extent required for the Customer to promote and sell Company's products under these Terms and Conditions.

### Restrictions on Sales/Purchases/Assignment

Customer will not [a] sell, transfer or assign its right as an authorized Company dealer without the express written consent of Company; [b] sell or otherwise transfer or transship Company goods to another retailer, distributor, or broker; or [c] purchase Company products from any source other than Company. Additionally, Customer may resell Company products [apparel, footwear and accessories] only through the outlet location(s) specified in the Credit Application or subsequently approved in writing by Company. Any other form of resale of Company products other than as specified above – including sales on any marketplace site - shall be prohibited without the prior written approval of Company. Such prohibitions shall include, but not limited to, the following: Customer may not resell Company products (visible or encapsulated) through the mail, by catalog, by phone, or by any electronic means (regardless of the medium and including the Internet). Written approval to sell through other means, if granted, is limited to sales and deliveries within the United States. Further, Customer may not advertise Company products through any electronic means unless such advertisement directs purchase and fulfillment of Company products specifically at the location(s) approved in the Credit Application or subsequently approved in writing by Company. Violations of the aforementioned conditions may result in the immediate termination of Customer's account and cancellation of existing orders. Further, if Customer opens or acquires additional retail outlet(s), Customer must notify and receive written approval from their sales representative before any additional or new outlet or franchise can be opened. Company's approval of a new outlet or franchise does not guarantee Company approval of any other outlet or franchise location.

### No Transshipment/Diversion of Merchandise and No Sale of Counterfeit Product

To enhance informed selection and promote product image, Company only sells to selected retail outlets on the express condition that such outlets may not: [1] resell to any person or entity who is not also the final user or consumer or [2] sell or purchase any counterfeit Company product. Accordingly, the resale, transshipment or any form of diversion of Company product to anyone other than the final consumer and the sale or purchase of any counterfeit Company product are expressly prohibited. Any such activity may subject the violator to termination of its account and/or cancellation of orders and shall constitute a breach of the contract of sale for which Company may seek the appropriate legal remedies, including money damages or injunctive relief.

### Termination

The Company may, at any time and in its sole discretion, immediately terminate or suspend its relationship with Customer. Termination includes but is not limited to cancelling or refusing to ship any orders placed by Customer and terminating Customer's ability, if any, to purchase goods on credit or otherwise.

### Claims

All claims must be submitted to the Company within thirty (30) days of the applicable invoice due date unless otherwise specified within this document or detailed on a separate binding agreement made by both parties. Any claims received after this date or without an accompanied invoice number will not be considered.

### Limited Warranty

Company warrants that its products, at the time of shipment, are free from defects in workmanship and materials. THE WARRANTY DESCRIBED IN THIS SECTION SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ALL GOODS PURCHASED PURSUANT UNDER THESE TERMS AND CONDITIONS ARE SOLD AS-IS. COMPANY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Customer's remedies are exclusively limited to replacement of or credit for any defective product (at the sole option of Company) but such replacement or credit shall be made only if the Customer complies with the terms and conditions set forth herein on general returns and defective returns.

### Limitation on Damages; Statute of Limitations

COMPANY WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR ANY OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED OR SUSTAINED BY CUSTOMER. Any action by Customer related to these Terms and Conditions, including for breach of contract, must be commenced within one year from the date of delivery of the goods.

### Security Agreement

To secure payment and performance of all of Customer's current and future obligations to Company, Customer grants to Company a security interest in all inventory and equipment that Customer has purchased or will at any time in the future purchase from Company and in all accounts, other forms of receivables, documents, instruments, returns and general intangibles that are related in any way to such inventory and equipment. A copy of Customer's credit application may be filed as a financing statement in which case Customer is the debtor and Company is the secured party. If, in Company's judgment, Customer loses the financial ability to pay and perform all of Customer's current and future obligations to Company under these Terms and Conditions, then, upon demand by Company, Customer will return all Collateral to Company for disposition in accordance with the Uniform Commercial Code.

### Entire Agreement

Customer's credit application along with these Terms and Conditions contain the entire understanding between the parties. Customer acknowledges that there are no terms, conditions, warranties or representations from or by Company other than those contained in the credit application and these Terms and Conditions.

### Modifications

No supplement, modification or amendment of Customer's credit application, these Terms and Conditions or any marketing agreements related to the sale of product will be binding unless executed in writing by the CFO and Vice President of Sales of Company. These Terms and Conditions are subject to change by Company without prior notice.

### Customer Terms and Conditions

The Company rejects Customer terms and conditions, including those contained in purchase order confirmations, compliance guides, and routing and logistics guides, unless Company specifically agrees to such terms in writing.

### Customer Routing and Logistic Requirements

Company will not be bound to terms, directives or requirements set forth by Customer through routing and logistic guides unless Company has agreed in writing to such terms, directives or requirements. In addition, Customer may incur charges for value added services, such as labeling, ticketing, and special packaging. Routing and logistics guides should be directed to the Compliance Department located at Company's Customer Satisfaction office in Spartanburg, South Carolina.

### Severability; Waiver; Construction

Any portion of these Terms and Conditions that are found to be unenforceable will not invalidate the remainder of these Terms and Conditions. Any delay in enforcing or any failure to enforce any provision of these Terms and Conditions will not be deemed a waiver of any other or subsequent breach of these Terms and Conditions unless such waiver is in writing and signed by Company. Caption headings are for convenience of reference only and will not affect the interpretation of these Terms and Conditions. Ambiguous terms will be construed without regard to authorship.

### Confidentiality

Except as required by law, Customer will not disclose Company's Confidential Information to any third party, directly or indirectly, without Company's prior, written consent. Confidential Information is described generally as any and all current and future product information, roadmap, technical or financial information and other business information including, but not limited to reports, plans, documents, drawings, machines, tools, models, patent disclosures, samples, and materials, and Request For Proposals that may be disclosed between the parties whether in written, oral, electronic, website-based, or other form, designated by Company in writing as confidential. If Customer is required by any law or regulation, judicial or administrative process to disclose Confidential Information, Customer shall promptly notify Company so that Company has a reasonable opportunity to oppose such requirement or process. Customer shall promptly notify Company of any actual or suspected misuse or unauthorized disclosure of the Confidential Information.

### Force Majeure

delivery date is specified, that date will be extended to the extent that delivery is delayed by reason of fire, flood, war, riot, strike, natural disaster, or any other event beyond Company's reasonable control and if, as a result of such a delay, the goods ordered are unavailable, Company may substitute comparable goods. Additionally, in the event of a freight strike beyond Company's control, Company may ship goods via another carrier without being subject to any penalties.

### Assignment

Company may assign this contract to a parent, subsidiary, or affiliated firm, or to another entity in connection with the merger, sale or transfer of all or substantially all of its business. Subject to these restrictions, the provisions of the contract shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

### Costs and Attorney Fees; Choice of Law; Consent to Jurisdiction

For collection matters: [1] Customer will pay such costs, collection agency commission, expenses and reasonable attorney fees (including, without limitation, at trial and on appeal) as Company may incur in any manner of collection of any sums past due; [2] Oregon law (without resort to its choice of law provisions) will govern; and [3] Customer consents to the nonexclusive jurisdiction of and venue in any state or federal court located in the state of Oregon or South Carolina.

For all, non-collection matters: [1] these Terms and Conditions shall be governed and enforced in accordance with the laws of the state of Oregon and [2] Customer consents to the exclusive jurisdiction and venue in any state or federal court located in the state of Oregon.

**adidas**

**CUSTOMER OPERATIONS**

**1.877.409.0628**

**WWW.ADIDAS.COM**