

FW22



HEADWEAR

FW22 TEAM HEADWEAR



@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

TEAM SALES REPS

JIM WATKINS

KEY ACCOUNT MANAGER – 431 SPORTS
615-585-3460
JIM.WATKINS@ADIDAS.COM
KY, TN, SOUTH-IN

TESSA KENNEDY

484-866-6997
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
CENTRAL/NORTH-IN, MI, WV, OH

TOM MONSELL

603-777-9935
THOMAS.MONSELL@ADIDAS.COM
ME, NH, VT, MA, RI, CT, NORTHEAST UPSTATE-NY,
WEST-NY

ROHN MULKEY

678-492-2527
ROHN.MULKEY@ADIDAS.COM
GA, FL

MEGAN CURRY

KEY ACCOUNT MANAGER – ASB
916-396-8486
MEGAN.CURRY@ADIDAS.COM
UT, CO, ASB TEXAS

PAUL ANDREWS

972-740-7579
PAUL.ANDREWS@ADIDAS.COM
TX, OK, AR

MATT HOLT

864-398-8747
MATTHEW.HOLT@ADIDAS.COM
SC, NC, VA

GREG PAIML

864-278-3295
GREGORY.PAIML@ADIDAS.COM
AL, LA, MS

ERIC LUCKENBACH

KEY ACCOUNT MANAGER – EASTBAY TEAM SALES
661-857-2391
ERIC.LUCKENBACH@ADIDAS.COM
SOUTH-CAL, SO NV, AZ

SCOTT SNYDER

316-993-5426
SCOTT.SNYDER@ADIDAS.COM
KS, MO, SOUTH-IL

DAN O'DONNELL

636-698-3629
DAN.ODONNELL@ADIDAS.COM
SD, NE, IA, NORTH-IL, ND, MN, WI

FRED WOLFORD

770-815-2081
FRED.WOLFORD@ADIDAS.COM
INSIDE SALES



EC2632 06/01/22 EC2620 06/01/22 EC2627 06/01/22



EC1788 06/01/22 EC2624 06/01/22 EC2626 06/01/22



EC2625 06/01/22 EC2622 06/01/22 EC2631 06/01/22



EC2623 06/01/22 EC2629 06/01/22 EC2630 06/01/22



ADJUSTABLE VISOR

\$12.00

- Sizes: OSFM
- EC2632 white
 - EC2620 black
 - EC2627 stone
 - EC1788 power red
 - EC2624 collegiate navy
 - EC2626 collegiate royal
 - EC2625 maroon
 - EC2622 collegiate burgundy
 - EC2631 dark green
 - EC2623 green
 - EC2629 collegiate purple
 - EC2630 collegiate orange

ADJUSTABLE VISOR CONTINUED

NOT SPORTS SPECIFIC / MENS



EC2621 06/01/22 EC2628 06/01/22 EC2633 06/01/22

ADJUSTABLE VISOR **\$12.00**
Sizes: OSFM
EC2621 collegiate gold
EC2628 onix
EC2633 putty



EC2673

06/01/22



EC2686

06/01/22



EC2682

06/01/22



EC2684

06/01/22



EC2680

06/01/22



H34992

06/01/22



EC2678

06/01/22



EC2679

06/01/22



EC2677

06/01/22



EC2676

06/01/22



EC2681

06/01/22



EC1787

06/01/22

ADJUSTABLE WASHED SLOUCH CAP

\$15.00

Sizes: OSFM

EC2673 white

EC2686 black

EC2682 stone

EC2684 power red

EC2680 collegiate navy

H34992 night navy

EC2678 collegiate royal

EC2679 maroon

EC2677 collegiate burgundy

EC2676 dark green

EC2681 green

EC1787 collegiate purple

ADJUSTABLE WASHED SLOUCH CAP CONTINUED

NOT SPORTS SPECIFIC / MENS



EC2685

06/01/22



EC2671

06/01/22



EC2683

06/01/22



EC2675

06/01/22



EC2674

06/01/22

ADJUSTABLE WASHED SLOUCH CAP	\$15.00
Sizes: OSFM	
EC2685 collegiate orange	
EC2671 collegiate gold	
EC2683 onix	
EC2675 putty	
EC2674 intense pink	



GQ8101

06/01/22



GS4965

06/01/22



GS4964

06/01/22



GS4962

06/01/22



GS4961

06/01/22



HG5960

06/01/22

COLOR FADE CUFFED BEANIE	\$15.00
Sizes: OSFM	
GQ8101 black/white	
GS4965 team power red/white	
GS4964 team navy blue/white	
GS4962 team royal blue/white	
GS4961 team onix/white	
HG5960 dark green/white	



EC2639

06/01/22



EC1792

06/01/22



EC2637

06/01/22



EC2636

06/01/22



EC2642

06/01/22



EC2641

06/01/22



EC2638

06/01/22



EC2643

06/01/22

CUFFED KNIT

\$12.00

Sizes: OSFA

EC2639 white

EC1792 black

EC2637 ath grey heather

EC2636 power red

EC2642 collegiate navy

EC2641 collegiate royal

EC2638 dark green

EC2643 onix



EC2693

06/01/22



EC1794

06/01/22



EC2691

06/01/22



EC2690

06/01/22



EC2688

06/01/22



EC2687

06/01/22



EC2692

06/01/22



EC2689

06/01/22

CUFFLESS KNIT**\$12.00**

Sizes: OSFA

EC2693 white

EC1794 black

EC2691 ath grey heather

EC2690 power red

EC2688 collegiate navy

EC2687 collegiate royal

EC2692 dark green

EC2689 onix



GS4942

06/01/22



GV2811

06/01/22

EARBAND

Sizes: S/M | L/XL

GS4942 white/team dark grey

GV2811 black/white

\$12.00



EC2609

06/01/22



EC2610

06/01/22



EC2618

06/01/22



EC2615

06/01/22



EC2612

06/01/22



EC2617

06/01/22



EC2614

06/01/22



EC2616

06/01/22



EC1777

06/01/22



EC2608

06/01/22



EC2611

06/01/22



EC2613

06/01/22

FLAT FLEX CAP

Sizes: XS/S | S/M | M/L | L/XL | XXL

EC2609 white

EC2610 black

EC2618 power red

EC2615 collegiate navy

EC2612 collegiate royal

EC2617 maroon

EC2614 collegiate burgundy

EC2616 dark green

EC1777 green

EC2608 collegiate purple

EC2611 collegiate orange

EC2613 onix

\$15.00



GP6155

06/01/22



GP6149

06/01/22



GP6154

06/01/22



GP6152

06/01/22



GL9860

06/01/22



GP6158

06/01/22



GP6156

06/01/22



GP6150

06/01/22



HG8378

06/01/22



GP6161

06/01/22



GP6160

06/01/22



HG8379

06/01/22

LOW PROFILE ADJUSTABLE VISOR

\$12.00

Sizes: OSFM

GP6155 white

GP6149 black

GP6154 stone

GP6152 team power red

GL9860 team navy blue

GP6158 team royal blue

GP6156 team maroon

GP6150 team colleg burgundy

HG8378 dark green

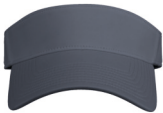
GP6161 team green

GP6160 team colleg purple

HG8379 collegiate orange

LOW PROFILE ADJUSTABLE VISOR CONTINUED

NOT SPORTS SPECIFIC / MENS



GP6151 06/01/22 GP6162 06/01/22 GP6153 06/01/22

LOW PROFILE ADJUSTABLE VISOR \$12.00
Sizes: OSFM
GP6151 team colleg gold
GP6162 team onix
GP6153 putty



EC2647

06/01/22



EC1779

06/01/22



EC2645

06/01/22



EC2650

06/01/22



EC2649

06/01/22



EC2646

06/01/22



EC2640

06/01/22



EC2648

06/01/22



EC2644

06/01/22

MESH FLAT FLEX CAP

\$15.00

Sizes: XS/S | S/M | M/L | L/XL | XXL

EC2647 white/black

EC1779 white/power red

EC2645 white/collegiate navy

EC2650 white/collegiate royal

EC2649 white/maroon

EC2646 white/collegiate burgundy

EC2640 white/dark green

EC2648 white/collegiate purple

EC2644 onix/light onix



GS7182

06/01/22



GU5154

06/01/22



GS7181

06/01/22



GS7184

06/01/22



GS7183

06/01/22



HG8376

06/01/22



GS7185

06/01/22

PERFORMANCE BUCKET HAT

\$16.00

Sizes: XS/S | S/M | M/L | L/XL | XXL

GS7182 white

GU5154 black

GS7181 team power red

GS7184 team navy blue

GS7183 team maroon

HG8376 dark green

GS7185 team onix



EC4287 06/01/22



EC4286 06/01/22



FP6773 06/01/22



EC4288 06/01/22



FP6774 06/01/22



FP6772 06/01/22



EC1784 06/01/22

PERFORMANCE SLOUCH CAP	\$15.00
Sizes: OSFM	
EC4287 white	
EC4286 black	
FP6773 power red	
EC4288 collegiate navy	
FP6774 collegiate royal	
FP6772 maroon	
EC1784 onix	



GS4952

06/01/22



GQ8103

06/01/22



GS4949

06/01/22



GS4947

06/01/22



GS4948

06/01/22



H34996

06/01/22



GS4950

06/01/22



HG8374

06/01/22



GS4951

06/01/22

SOLID CUFFED POM BEANIE

- CONTRAST EMBROIDERED ADIDAS LOGO:
- 100% ACRYLIC YARN:

Material: 100% Polyacrylics

Sizes: OSFM

GS4952 white/team light grey

GQ8103 black/white

GS4949 team light grey/white

GS4947 team power red/white

GS4948 team navy blue/white

H34996 night navy/white

GS4950 team royal blue/white

HG8374 dark green/white

GS4951 team onix/white

\$15.00



EC1783

06/01/22



H34993

06/01/22



EC4263

06/01/22



EC4262

06/01/22

STRUCTURED ADJ MESHBACK (BLANK)		\$15.00
Sizes: OSFM		
EC4262 black/white		
EC1783 collegiate navy/white		
H34993 night navy/white		
EC4263 onix/white		



EC1782

06/01/22



EC2695

06/01/22



EC2705

06/01/22



EC2694

06/01/22



EC2696

06/01/22



EC2697

06/01/22



EC2698

06/01/22



EC2700

06/01/22



EC2702

06/01/22



EC2703

06/01/22



EC2699

06/01/22



EC2701

06/01/22

STRUCTURED ADJUSTABLE CAP

\$15.00

Sizes: OSFM

EC1782 white

EC2695 black

EC2705 stone

EC2694 power red

EC2696 collegiate navy

EC2697 collegiate royal

EC2698 maroon

EC2700 collegiate burgundy

EC2702 dark green

EC2703 green

EC2699 collegiate purple

EC2701 collegiate orange

STRUCTURED ADJUSTABLE CAP CONTINUED



EC2704

06/01/22



EC2706

06/01/22



EC2707

06/01/22

STRUCTURED ADJUSTABLE CAP

\$15.00

- Sizes: OSFM
-
- EC2704 collegiate gold
-
- EC2706 onix
-
- EC2707 putty



EC1781

06/01/22



EC2658

06/01/22



EC2664

06/01/22



EC2655

06/01/22



EC2654

06/01/22



H34994

06/01/22



EC2656

06/01/22



EC2657

06/01/22



EC2659

06/01/22



EC2660

06/01/22



EC2663

06/01/22



EC2653

06/01/22

Structured Flex Hat

\$15.00

With its unadulterated athletic style, this cap is a go-to choice any day of the week. The cotton-rich build has a hint of stretch for a snug fit. It's detailed with an embroidered adidas Badge of Sport on the side.

- 97% cotton / 3% elastane plain weave
- Medium pre-curved brim
- Four-panel construction
- Embroidered adidas Badge of Sport

Sizes: XS/S | S/M | M/L | L/XL | XXL

EC1781 white

EC2658 black

EC2664 stone

EC2655 power red

EC2654 collegiate navy

H34994 night navy

EC2656 collegiate royal

EC2657 maroon

EC2659 collegiate burgundy

EC2660 dark green

EC2663 green

EC2653 collegiate purple

STRUCTURED FLEX HAT CONTINUED



EC2662

06/01/22



EC2661

06/01/22



EC2665

06/01/22

Structured Flex Hat

With its unadulterated athletic style, this cap is a go-to choice any day of the week. The cotton-rich build has a hint of stretch for a snug fit. It's detailed with an embroidered adidas Badge of Sport on the side.

- 97% cotton / 3% elastane plain weave
- Medium pre-curved brim
- Four-panel construction
- Embroidered adidas Badge of Sport

Sizes: XS/S | S/M | M/L | L/XL | XXL

EC2662 collegiate orange

EC2661 collegiate gold

EC2665 onix

\$15.00



EC2711

06/01/22



EC2715

06/01/22



EC2712

06/01/22



EC1780

06/01/22



EC2713

06/01/22



EC2721

06/01/22



EC2717

06/01/22



EC2719

06/01/22



EC2716

06/01/22



EC2718

06/01/22



EC2722

06/01/22



EC2714

06/01/22

STRUCTURED SNAPBACK CAP

\$15.00

Sizes:	OSFM
EC2711	white
EC2715	black
EC2712	stone
EC1780	power red
EC2713	collegiate navy
EC2721	collegiate royal
EC2717	maroon
EC2719	collegiate burgundy
EC2716	dark green
EC2718	green
EC2722	collegiate purple
EC2714	collegiate gold

STRUCTURED SNAPBACK CAP CONTINUED

NOT SPORTS SPECIFIC / MENS



EC2720

06/01/22

STRUCTURED SNAPBACK CAP

\$15.00

Sizes: OSFM

EC2720 onix



GS4957

06/01/22



GQ8102

06/01/22



GS4958

06/01/22



GS4955

06/01/22



GS4956

06/01/22



H34995

06/01/22



GS4954

06/01/22



GS4960

06/01/22



HG5958

06/01/22

THREE STRIPE CUFFED POM**\$15.00**

Sizes: OSFM

GS4957 white/team light grey

GQ8102 black/white

GS4958 team light grey/white

GS4955 team power red/white

GS4956 team navy blue/white

H34995 night navy/white

GS4954 team royal blue/white

GS4960 team onix/white

HG5958 dark green/white



GS4967

06/01/22



GV2812

06/01/22



GS4970

06/01/22



GS7176

06/01/22



GS4968

06/01/22



GS7177

06/01/22



GS4971

06/01/22



GS4972

06/01/22



GS4969

06/01/22



GS7178

06/01/22



HG5955

06/01/22



GS7179

06/01/22

THREE STRIPE STRUCTURED ADJUSTABLE CAP

\$15.00

Sizes: OSFM

GS4967 white

GV2812 black

GS4970 team light grey

GS7176 team power red

GS4968 team navy blue

GS7177 team royal blue

GS4971 team maroon

GS4972 team colleg burgundy

GS4969 team green

GS7178 team colleg purple

HG5955 collegiate orange

GS7179 team colleg gold

THREE STRIPE STRUCTURED ADJUSTABLE CAP CONTINUED

NOT SPORTS SPECIFIC / MENS



GS4973

06/01/22



HG5954

06/01/22

THREE STRIPE STRUCTURED ADJUSTABLE CAP

\$15.00

Sizes: OSFM

GS4973 team onix

HG5954 dark green

FW22



PRODUCT INFORMATION
IN THIS PDF IS SUBJECT TO CHANGE

VISIT THE **B2B WEBSITE**
FOR THE MOST CURRENT INFORMATION

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 offs) 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 generally 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