

**FW22 TEAM UTILITY** 



## **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**

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### TOM MONSELL

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### **ROHN MULKEY**

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### **MEGAN CURRY**

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

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### MATT HOLT

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### **GREG PAIML**

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### **ERIC LUCKENBACH**

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

### SCOTT SNYDER

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### DAN O'DONNELL

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### FRED WOLFORD

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



## NEW TEAM ISSUE UNIFORMS



**O** TEAM ISSUE LS JERSEY



TEAM ISSUE POLO



TEAM ISSUE 3P SHORT



O TEAM ISSUE KNIT SHORT



**O** TEAM ISSUE RUN SHORT



TEAM ISSUE SINGLET



TEAM ISSUE JERSEY



TEAM ISSUE HOOD LS



## NEW TEAM ISSUE UNIFORMS



**TEAM ISSUE SKORT** 



TEAM ISSUE COMPRESSION TANK



**TEAM ISSUE LS JERSEY** 



TEAM ISSUE POLO



**TEAM ISSUE 3P SHORT** 



**TEAM ISSUE KNIT SHORT** 



**TEAM ISSUE RUN SHORT** 



**W** TEAM ISSUE SINGLET



**TEAM ISSUE JERSEY** 



**TEAM ISSUE HOOD LS** 



### MENS TEAM ISSUE POLO F22LM326

\$45.00

Material: 100% rec polyester

Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL; Tall S | M | L | XL | XXL | 3XL | 4XL | 5XL

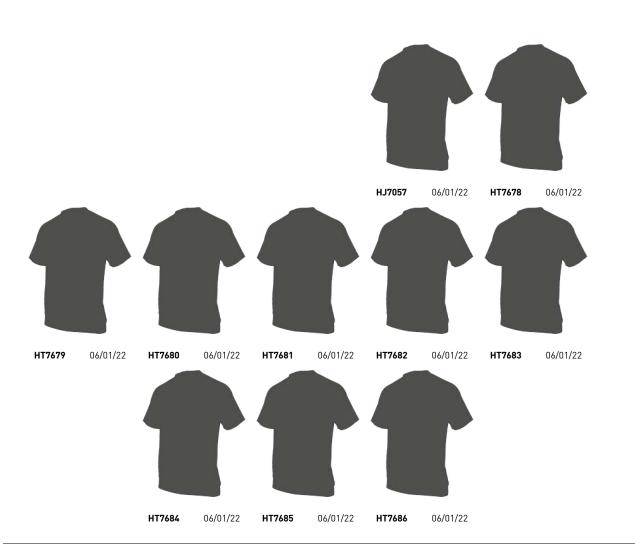
HJ7058 team navy blue/white

HS7668 black/white

HS7670 white/team grey four

HS7674 team maroon/white

HS7675 team colleg purple/white



### **WOMENS TEAM ISSUE POLO** \$45.00 F22LW326 Material: 100% rec polyester Sizes: XS | S | M | L | XL | XXL | 3XL; Tall S | M | L | XL | XXL | 3XL HJ7057 team navy blue/white HT7678 black/white HT7679 white/team grey four HT7680 team grey four/white HT7681 team colleg burgundy/white HT7682 team colleg purple/white HT7683 team power red/white HT7684 team royal blue/white HT7685 dark green/white HT7686 team maroon/white

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\$45.00



06/01/22

06/01/22

HG4966

HG4971

06/01/22

06/01/22

HG4968

HG4973

HG4967

HG4972

MEN TEAM ISSUE HOODED LONGSLEEVE TEE

S22LM518

Material: 100% rec polyester

Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL;

Tall L | XL | XXL | 3XL | 4XL | 5XL;

Tall + 2" L | XL | XXL

HB6823 team navy blue/white HG4966 black/white

HG4967 team grey four/white

HG4968 team power red/white

HG4969 team royal blue/white

HG4970 dark green/white

HG4971 team maroon/white

HG4972 team colleg purple/white

HG4973 team colleg burgundy/white

HG4974 white/team grey four

\$45.00













HG7409

06/01/22

HG4993 06/01/22

06/01/22

HG7410



06/01/22

HG7411



06/01/22

HG7412



HG7408

HG7413

06/01/22

06/01/22

**WOMEN TEAM ISSUE HOODED LS TEE** S22LW512

Material: 100% rec polyester

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

Tall M | L | XL | XXL; Tall + 2" M | L | XL

HB6820 team navy blue/white HG4993 black/white HG4994 white/team grey four HG7407 team maroon/white

HG7408 team grey four/white

HG7409 team power red/white

HG7410 team royal blue/white HG7411 dark green/white

HG7412 team colleg purple/white

HG7413 team colleg burgundy/white



TEAM ISSUE 3P SHORT

\$45.00

\$45.00

F22LM826

Material: 100% rec polyester

Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL;

Tall L | XL | XXL | 3XL | 4XL | 5XL;

Tall + 2" L | XL | XXL

HC0681 team navy blue/white

HS7676 team grey four/white

HS7677 black/white



### W TEAM ISSUE 3P SHORT F22LW826

Material: 100% rec polyester
Sizes: XS | S | M | L | XL | XXL;
Tall M | L | XL | XXL;
Tall + 2" M | L | XL

HC0685 team navy blue/white

HS7724 black/white

HS7725 team grey four/white

HS7726 team power red/white

HS7727 team royal blue/white

**HS7728** team colleg burgundy/white

HS7729 dark green/white

HS7730 team maroon/white

HS7731 team colleg purple/white

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## **MEN TEAM ISSUE SHORT SLEEVE JERSEY** S22LM210

\$40.00

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Material: 100% rec polyester

HG4965 team colleg burgundy/white

Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL;

Tall L | XL | XXL | 3XL | 4XL | 5XL;

Tall + 2" L | XXL | XXL

HB6829 team navy blue/white

HG4957 black/white

HG4958 white/team grey four

HG4959 team grey four/white

HG4960 team power red/white

HG4961 team royal blue/white

HG4962 dark green/white

HG4963 team maroon/white

HG4964 team colleg purple/white



HC0684 09/07/22 HS7661 07/01/22



HT7341 07/01/22

HT7342

07/01/22

HT7343

07/01/22

HT7344 07/01/22

07/01/22

HT7345

07/01/22



HT7346

07/01/22

HT7347

07/01/22

HT7348

F22LM225

Material: 100% rec polyester

**TEAM ISSUE LS JERSEY** 

Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL;

Tall L | XL | XXL | 3XL | 4XL | 5XL;

Tall + 2" L | XL | XXL

HC0684 team navy blue/white

HS7661 black/white

HT7341 team power red/white

HT7342 team royal blue/white

HT7343 team colleg burgundy/white

HT7344 dark green/white

HT7345 team maroon/white

HT7346 team colleg purple/white

HT7347 team grey four/white

HT7348 white/team grey four

\$45.00



## **TEAM ISSUE KNIT SHORT** F22LM827

\$35.00

Material: 100% rec polyester Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL;

Tall L | XL | XXL | 3XL | 4XL | 5XL;

Tall + 2" L | XL | XXL

HC0683 team navy blue/white

HS7684 black/white

HS7685 team grey four/white

HS7686 team power red/white

HS7687 team royal blue/white

HS7688 dark green/white

HS7689 team maroon/white

HS7690 team colleg purple/white

HS7691 team colleg burgundy/white



\$40.00 **WOMEN TEAM ISSUE SHORT SLEEVE JERSEY** S22LW210 Material: 100% rec polyester Sizes: XS | S | M | L | XL | XXL; Tall M | L | XL | XXL; Tall + 2" M | L | XL HB6822 team navy blue/white HG4984 black/white HG4985 white/team grey four HG4986 team grey four/white HG4987 team power red/white HG4988 team royal blue/white HG4989 dark green/white HG4990 team maroon/white HG4991 team colleg purple/white HG4992 team colleg burgundy/white

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HC0686

HS7722

07/01/22

07/01/22

HS7716

HS7723

07/01/22

07/01/22

HS7723 black/white



07/01/22

HS7721

HS7719

07/01/22

HS7720

07/01/22



### W TEAM ISSUE KNIT SHORT \$35.00 F22LW827 Material: 100% rec polyester Sizes: XS | S | M | L | XL | XXL; Tall M | L | XL | XXL; Tall + 2" M | L | XL HC0680 team navy blue/white HS7732 black/white HS7733 team grey four/white HS7734 team power red/white HS7735 team royal blue/white HS7736 dark green/white HS9939 team maroon/white HS9940 team colleg burgundy/white HS9941 team colleg purple/white

\$30.00



HI4031 06/01/22 HI4032 06/01/22 HI4036 06/01/22 06/01/22 HI4037

HI4033 06/01/22 HI4038 06/01/22



**MEN TEAM ISSUE SINGLET** S22LM110B

Material: 100% rec polyester
Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL;
Tall L | XL | XXL | 3XL | 4XL | 5XL;

Tall + 2" L   XL   XXL
HH8976 team navy blue/white
HI4031 black/white
HI4032 white/team grey four
HI4033 team grey four/white
HI4034 team power red/white
HI4035 dark green/white
HI4036 team colleg burgundy/white
HI4037 team colleg purple/white
HI4038 team royal blue/white
HI4039 team maroon/white



**TEAM ISSUE RUN SHORT** F22LM828

\$40.00

Material: 100% rec polyester

Sizes: XS | S | M | L | XL | XXL | 3XL | 4XL | 5XL;

Tall L | XL | XXL | 3XL | 4XL | 5XL;

Tall + 2" L | XL | XXL

HC0682 team navy blue/white

HS7692 black/white

HS7693 team grey four/white

HS7694 team power red/white

HS7695 team royal blue/white

HS7696 dark green/white

HS7697 team maroon/white

HS7698 team colleg purple/white

HS7699 team colleg burgundy/white



HG7414 06/01/22 HG7415 06/01/22 HG7416 06/01/22 HG7419 06/01/22 HG7420 06/01/22 HG7421 06/01/22 HG7422 06/01/22

\$30.00 **WOMEN TEAM ISSUE SINGLET** S22LW110 Material: 100% rec polyester Sizes: XS | S | M | L | XL | XXL; Tall M | L | XL | XXL; Tall + 2" M | L | XL HB6821 team navy blue/white HG7414 black/white HG7415 white/team grey four HG7416 team grey four/white HG7417 team power red/white HG7418 team royal blue/white HG7419 dark green/white HG7420 team maroon/white HG7421 team colleg purple/white HG7422 team colleg burgundy/white



W TEAM ISSUE COMPRESSION TANK \$45.00 F22LW125 Material: 91% rec polyester/9% Elasthane Sizes: XS | S | M | L | XL | XXL; Tall M | L | XL | XXL; Tall + 2" M | L | XL HC0687 team navy blue/white HS7708 team colleg purple/white HS7709 team maroon/white HS7710 dark green/white HS7711 team royal blue/white HS7712 team grey four/white HS7713 team power red/white HS7714 white/team grey four HS7715 black/white



\$45.00



**W TEAM ISSUE SKORT** F22LW025 Material: 100% rec polyester Sizes: XS | S | M | L | XL | XXL; Tall M | L | XL | XXL; Tall + 2" M | L | XL HC0689 team navy blue/white HS7700 black/white HS7701 white/team grey four HS7702 team power red/white HS7703 team royal blue/white HS7704 dark green/white HS7705 team maroon/white HS7706 team colleg purple/white

HS7707 team colleg burgundy/white



## COLLECTION MITEAM UTILITY

## miadidas



MiTEAM 19
SHORT SLEEVE JERSEY



MITEAM 19 SHORT SLEEVE JERSEY



MITEAM 19 SHORT SLEEVE JERSEY



MITEAM 19 LONG SLEEVE JERSEY



MITEAM 19 LONG SLEEVE JERSEY



MITEAM 19 KNIT SHORT



MITEAM 19 KNIT SHORT



MITEAM 19 SKORT



MITEAM 19 SKORT



MITEAM 19 POLO



MiTEAM 19 POLO



MiTEAM 19
1/4 ZIP SHORT SLEEVE



MiTEAM 19 3 POCKET SHORT



MiTEAM 193 POCKET SHORT



MITEAM 19 1/4 ZIP LONG SLEEVE



## COLLECTION MITEAM UTILITY

## miadidas



MITEAM 19
1/4 ZIP LONG SLEEVE



MITEAM 19 TRACK JACKET



MITEAM 19 TRACK JACKET



MITEAM 19 HOODY



MITEAM 19 HOODY



MITEAM 19 COMPRESSION TANK



MITEAM 19 WOVEN JACKET



MITEAM 19 WOVEN JACKET



MITEAM 19 TRAINING PANT



MITEAM 19 TRAINING PANT



MITEAM 19 TRAINING PANT



MITEAM 19 WOVEN PANT



MITEAM 19 WOVEN PANT



## APPAREL TECHNOLOGY

## ΛEROREΛDΥ

**BREATHE:** Our drying technology helps you feel light, confident and ready. **BENEFIT:** Feel dry and confident so you can focus.

FEATURES: Moisture-wicking.

## COLD.RDY

STAY WARM: Our insulating technology keeps you feeling warm and dry when it's cold outside.

**BENEFIT:** Keeps you feeling sheltered against the cold.

**FEATURES:** Moisture-wicking. Breathable. Feel warm.

## HEAT.RDY

KEEP COOL: Our cooling technology keeps you feeling cool, dry and in the

**BENEFIT:** Keeps you feeling cool and dry when it's hot.

**FEATURES:** Moisture-wicking. Breathable. Feel cool.

## RAIN. RDY

STAY DRY: Our waterproof technology keeps the wet out so you feel dry when you play.

**BENEFIT:** Keeps you feeling dry in rain and

**FEATURES:** Moisture-wicking. Breathable. Windproof. Waterproof.

### WIND.RDY

GET SHELTERED: Our windproof technology keeps the wind out so you feel warm and drv.

**BENEFIT:** Protects you from the wind's chill. FEATURES: Breathable, Water resistant. Windproof.

### techfit

**BENEFIT:** Maximum support. WHAT IT IS: Compression fit. **HOW IT WORKS:** Maximum support during high performance activity. Align your muscle's energy to produce explosiveness, speed and endurance.

## △CTIWVC00F

**BENEFIT:** Dries fast and cools. WHAT IT IS: Breathable fabrics with extra ventilation areas.

**HOW IT WORKS:** climacool® channels fresh air to the skin, reducing the build up of heat and sweat.

## CIIMALITE

**BENEFIT:** Dries fast. WHAT IT IS: Superlight fabric. **HOW IT WORKS:** climalite® pulls sweat away from skin and moves it to outside of the fabric, where it can evaporate more quickly.

### \*CLIMAPROOF

**BENEFIT:** Breathable protection. WHAT IT IS: Fabric with a membrane that stops wind or rain. **HOW IT WORKS:** climaproof® fabrics have a coating that allows sweat vapor to escape from the inside, but keeps rain and wind outside.

## **▽CLIMVCHIFF**

**BENEFIT:** Dries fast and cools. WHAT IT IS: Fabric that dries incredibly fast and has great ventilation. HOW IT WORKS: climachill® flat-weave fibers mean more of a surface area for incredibly fast drying and its structure creates a fabric that breathes like mesh.

### **△**CIIM∧W∧RM

**BENEFIT:** Dries fast and warms. WHAT IT IS: Insulation. **HOW IT WORKS:** climawarm™ is dense enough to hold warm air, but has small channels that allow sweat vapor to escape.

### **△**CLIM∧HE∧T

**BENEFIT:** Dries fast and warms. WHAT IT IS: Insulation featuring hollow fibers.

**HOW IT WORKS:** climaheat<sup>™</sup> hollow fibers trap warm air without bulk and still allow sweat to evaporate.

## **MADE WITH PARLEY OCEAN PLASTIC**

WHAT IT IS: The garment is made with a yarn which contains 50% Parley Ocean Plastic — re-imagined plastic waste, intercepted on remote islands, beaches, coastal communities and shorelines, preventing it from polluting our ocean. This garment contains at least 40% recycled content in total

## **RECYCLED MATERIALS PRIME - PRIMEGREEN**

WHAT IT IS: Made with a series of recvcled materials, and at least 60% recycled content for apparel and 40% for accessories, these products represent just one of our solutions to help End Plastic Waste.



## SIZE RANGE



	MEN'S SIZING GUIDE						
SIZE	CHEST	HIP	THIGH				
xs	32 1/2" - 34"	32" - 33 1/2"	20" - 20 1/2"				
s	34 1/2" - 36"	34" - 36"	21" - 21 1/2"				
М	36 1/2" - 39"	36 1/2" - 39"	22" - 23"				
L	39 1/2" - 42 1/2"	39 1/2" - 42"	23 1/2" - 24"				
XL	43" - 46 1/2"	42 1/2" - 45 1/2"	24 1/2" - 25 1/2"				
2XL	47" - 51"	46" - 49"	26" - 27 1/2"				
3XL	51 1/2" - 56"	49 1/2" - 53"	28" - 29"				
4XL	56 1/2" - 61"	53 1/2" - 57"	29 1/2" - 30 1/2"				

If your thigh width measures bigger than given range, you may want to size up in bottoms.

CHEST: Measurement around body, under arms, and over fullest part of the chest

HIP: Measurement around fullest part of the hip area

THIGH: Measurement around the fullest part of the thigh

MEN'S INSEAM: Measurement from crotch to the floor (without shoes)
"Standard: 32" - Talt 34" - X-Talt 36"

"Tal and X-Tal length options not available for all products and sizes. Order Tal and X-Tall tops and bottoms bases on your inseam length.



	WOMEN'S SIZING GUIDE						
SIZE	BUST	HIP	THIGH  19" - 19 1/2"  20" - 20 1/2"				
xxs	28" - 29 1/2"	31 1/2" - 33"					
xs	30" - 32"	33 1/2" - 35 1/2"					
s	32 1/2" - 34 1/2"	36" - 38"	21" - 22"				
М	35" - 37"	38 1/2" - 40 1/2"	22 1/2" - 23"				
ι	37 1/2" - 40"	41" - 43"	23 1/2" - 24 1/2"				
XL	40 1/2" - 43"	43 1/2" - 46"	25" - 26"				
XXL	43 1/2" - 46 1/2"	46 1/2" - 49"	26 1/2" - 28"				

If your thigh width measures bigger than given range, you may want to size up in bottoms.

BUST: Measurement around body, under arms, and over fullest part of the bust

HIP: Measurement around fullest part of the hip area

THIGH: Measurement around the fullest part of the thigh

WOMEN'S INSEAM: Measurement from crotch to the floor (without shoes)

\*Standard: 31' - Talt: 33" - X-Talt: 35"

\*Tail and X-Tail length options not available for all products and sizes. Order Tail and X-Tail tops and bottoms bases on your inseam length.



YOUTH SIZING GUIDE								
SIZE	WAIST	CHEST	WAIST	HIP	INSEAM	HEIGHT		
XS	22"-23"	24"-26"	22"-23"	26"-28"	23.5"	48.5"-50.5"		
S	24"-25"	27"-29"	24"-25"	28.5"-30.5"	25.5"	53.5"-55		
М	26"-27"	30"-32"	26"-27"	31"-33"	28"	58"-60"		
L	28"-29"	33"-35"	28"-29"	34"-36"	30"	62.5"-64.5"		
XL	30"-31"	36"-38"	30"-31"	37"-38"	32.5"	67.5"-69.5"		

CHEST: Measurement around body, under arms, and over fullest part of the chest

WAIST: Measurement around the smallest part of the torso area

HIP: Measurement around fullest part of the hip area

INSEAM: Measurement from crotch to the floor (without shoes)

**HEIGHT:** Measurement from the top of the head to the floor (without shoes)



# PRODUCTINFORMATION 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, la) 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

### **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

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

### 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 IVASI, 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 Ith 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

### Restrictions on Sales/Purchases/Assignment

Customer will not (al 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 lapparel, footwear and accessoriesl 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