



headwear

FW23 TEAM HEADWEAR

OUR PURPOSE

THROUGH SPORT WE HAVE THE POWER
TO CHANGE LIVES

WE WILL ALWAYS STRIVE TO EXPAND THE LIMITS OF HUMAN POSSIBILITIES, TO INCLUDE AND UNITE PEOPLE IN SPORT, AND TO CREATE A MORE SUSTAINABLE WORLD

OUR MISSION

**TO BE THE BEST SPORTS BRAND
IN THE WORLD**

WE ARE THE BEST WHEN WE ARE THE CREDIBLE, INCLUSIVE, SUSTAINABLE LEADER WITH #1-2 MARKET SHARE IN EACH STRATEGIC CATEGORY

OUR ATTITUDE

IMPOSSIBLE IS NOTHING

WE ARE REBELLIOUS OPTIMISTS DRIVEN BY ACTION TO SHAPE A FUTURE TOGETHER AND WE SEE THE WORLD WITH POSSIBILITIES WHERE OTHERS SEE THE IMPOSSIBLE



FW23



PRODUCT INFORMATION
IN THIS PDF IS SUBJECT TO CHANGE

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



DEFINITIONS APPAREL TECHNOLOGY

AEROREADY

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 game.

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 snow.

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

WIND.RDY

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

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.

▽CLIMACOOOL

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.

∩CLIMALITE

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.

▽CLIMACHILL

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.

△CLIMAWARM

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.

△CLIMAHEAT

BENEFIT: Dries fast and warms.

WHAT IT IS: Insulation featuring hollow fibers.

HOW IT WORKS: climaheat™ 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 recycled 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.



DEFINITIONS FOOTWEAR TECHNOLOGY

BOOST

BENEFIT: Endless energy.
WHAT IT IS: A revolutionary foam.
HOW IT WORKS: boost™ features thousands of visible energy capsules that store and unleash endless energy every time your foot hits the ground.

Bounce

BENEFIT: Energized comfort.
WHAT IT IS: Instant step-in comfort and responsive cushioning.
HOW IT WORKS: Provides enhanced comfort and flexibility.

Bounce+

BENEFIT: Energized comfort.
WHAT IT IS: Injected TPU Midsole. Enhanced comfort and flexibility.
HOW IT WORKS: Injected TPU removes the need for glue while still providing support and comfort.

ADIPRENE+

BENEFIT: Responsive cushioning.
WHAT IT IS: A springy foam.
HOW IT WORKS: Adiprene®+ is cushioning that springs back, placed under the toes for a lively and comfortable push off.

ADIPRENE

BENEFIT: Soft cushioning.
WHAT IT IS: An absorbent foam.
HOW IT WORKS: Adiprene® is placed under the heel, where it can soak up impact and soften landings.

FORMOTION

BENEFIT: Smooth landing.
WHAT IT IS: Independently moving heel.
HOW IT WORKS: FORMOTION® smooths landings because the heel section moves independently, allowing the foot to adapt to heel strike in a natural way.

cloudfoam

BENEFIT: Endless comfort.
WHAT IT IS: Ultra Cushioning foam.
HOW IT WORKS: Cloudfoam delivers all-day cushioning for endless comfort.

TRAXION

BENEFIT: Great grip.
WHAT IT IS: Specially shaped studs.
HOW IT WORKS: TRAXION® studs are shaped for sport-specific movements, so you get grip and release in the right direction.

LOCKWEB

BENEFIT: Enhanced support.
WHAT IT IS: Reinforced embroidery.
HOW IT WORKS: Reinforced embroidery throughout the upper to create a secure lightweight package.

SPRINTFRAME

BENEFIT: Lightweight support.
WHAT IT IS: Lightweight frame.
HOW IT WORKS: SPRINTFRAME works like a race car chassis, adding lightweight structure and support to fast-moving feet.

PRIMEFIT

BENEFIT: Adaptive fit.
WHAT IT IS: Superior seam free fit through a precisely engineered, adaptive, lightweight knit textile created in one step.

TORSION SYSTEM

BENEFIT: Midfoot support.
WHAT IT IS: A bar between the toes and heel.
HOW IT WORKS: TORSION® SYSTEM helps shoes flex correctly, supporting the midfoot while allowing toes and the heel to move independently.

IRONSKIN

BENEFIT: Durability.
WHAT IT IS: Durable outer shell.
HOW IT WORKS: Combines toughness, innovation and resilient protection in key areas. Offers impact absorption, and flat out refuge for athletes.

ADIWEAR

BENEFIT: Durability.
WHAT IT IS: Rubber that stands up to abuse.
HOW IT WORKS: Adiwear™ is a high abrasion rubber that lasts even when dragged or slammed into the ground.

ADITUFF

BENEFIT: Durability
WHAT IT IS: Strategically placed TPU material.
HOW IT WORKS: In areas of high wear and tear, ADITUFF offers abrasion resistance.



BENEFIT: Comfort and cushioning.
WHAT IT IS: Foam insole.
HOW IT WORKS: An advanced foam insole to use in high impact sports applications, with high resiliency for comfort and cushioning.



WHAT IT IS: High performance rubber.
HOW IT WORKS: For ultimate all-weather grip and traction. A high performance rubber outsole that grips the ground for better traction and a powerful push-off. So whatever weather you remain in control.

MADE WITH PARLEY OCEAN PLASTIC

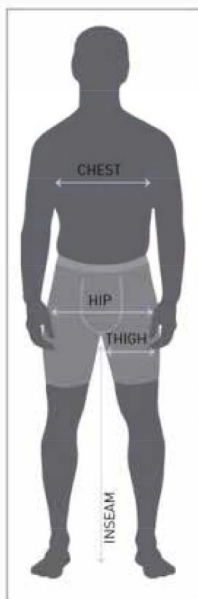
WHAT IT IS: The upper of these products are made with a high-performance yarn which contains at least 50% Parley Ocean Plastic — re-imagined plastic waste, intercepted on remote islands, beaches, coastal communities and shorelines, preventing it from polluting our ocean. The other 50% of the yarn is recycled polyester.

MADE WITH RECYCLED MATERIALS - PRIME STANDARD

WHAT IT IS: Made with a series of recycled materials, and at least 60% recycled content, this product represents just one of our solutions to help End Plastic Waste.



FIT GUIDE 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"
M	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

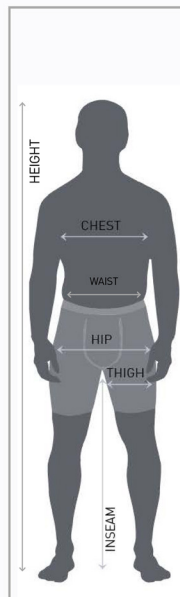
HIP: Measurement around fullest part of the hip area

THIGH: Measurement around the fullest part of the thigh

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

*Standard: 32" - Tall: 34" - X-Tall: 36"

*Tall and X-Tall length options not available for all products and sizes. Order Tall and X-Tall 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"
M	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"

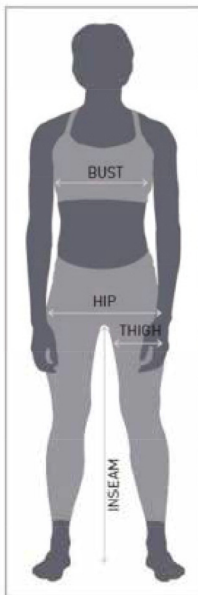
CHEST: Measurement around body, under arms, and over fullest part of the chest

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)



WOMEN'S SIZING GUIDE			
SIZE	BUST	HIP	THIGH
XXS	28" - 29 1/2"	31 1/2" - 33"	19" - 19 1/2"
XS	30" - 32"	33 1/2" - 35 1/2"	20" - 20 1/2"
S	32 1/2" - 34 1/2"	36" - 38"	21" - 22"
M	35" - 37"	38 1/2" - 40 1/2"	22 1/2" - 23"
L	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" - Tall: 33" - X-Tall: 35"

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



HN5717

06/07/23



IA9259

06/07/23



HY2612

06/07/23



HY2609

06/07/23



HY2611

06/07/23



IA9260

06/07/23



IA9261

06/07/23



IA9262

06/07/23



HY2605

06/07/23



HY2610

06/07/23



HY2613

06/07/23



HY2614

06/07/23

ADJUSTABLE WASHED SLOUCH CAP

\$15.00

Sizes: OSFM

HN5717 black

IA9259 team grey four

HY2612 team colleg burgundy

HY2609 team maroon

HY2611 team victory red

IA9260 team power red

IA9261 team royal blue

IA9262 team navy blue

HY2605 dark green

HY2610 team colleg purple

HY2613 collegiate orange

HY2614 team colleg gold

ADJUSTABLE WASHED SLOUCH CAP CONTINUED

NOT SPORTS SPECIFIC / MENS



IA9258

06/07/23

ADJUSTABLE WASHED SLOUCH CAP

\$15.00

Sizes: OSFM

IA9258 white



HY2626

07/01/23



HY2627

07/01/23



HY2618

07/01/23



HY2615

07/01/23



HY2617

07/01/23



HY2628

07/01/23



HY2629

07/01/23



HY2630

07/01/23



HY2606

07/01/23



HY2616

07/01/23



HY2623

07/01/23



HY2624

07/01/23

STRUCTURED ADJUSTABLE CAP

\$15.00

Sizes: OSFM

HY2626 black

HY2627 team grey four

HY2618 team colleg burgundy

HY2615 team maroon

HY2617 team victory red

HY2628 team power red

HY2629 team royal blue

HY2630 team navy blue

HY2606 dark green

HY2616 team colleg purple

HY2623 collegiate orange

HY2624 team colleg gold

STRUCTURED ADJUSTABLE CAP CONTINUED

NOT SPORTS SPECIFIC / MENS



HN5715

07/01/23

STRUCTURED ADJUSTABLE CAP

\$15.00

Sizes: OSFM

HN5715 white

11



HY2635

06/15/23



HY2636

06/15/23



HY2632

06/15/23



HY2622

06/15/23



HY2639

06/15/23



HY2637

06/15/23



HY2633

06/15/23



HY2638

06/15/23



HY2621

06/15/23



HY2634

06/15/23



HY2620

06/15/23



HY2619

06/15/23

STRUCTURED SNAPBACK CAP

\$15.00

Sizes: OSFM

HY2635 black

HY2636 team grey four

HY2632 team colleg burgundy

HY2622 team maroon

HY2639 team victory red

HY2637 team power red

HY2633 team royal blue

HY2638 team navy blue

HY2621 dark green

HY2634 team colleg purple

HY2620 collegiate orange

HY2619 team colleg gold

STRUCTURED SNAPBACK CAP CONTINUED

NOT SPORTS SPECIFIC / MENS



HN5714

06/15/23

STRUCTURED SNAPBACK CAP

\$15.00

Sizes: OSFM

HN5714 white



IA9249

06/15/23



IA9250

06/15/23



IA9237

06/15/23



IA9234

06/15/23



IA9236

06/15/23



IA9251

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IA9252

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IA9253

06/15/23



IA9233

06/15/23



IA9235

06/15/23



IA9240

06/15/23



IA9238

06/15/23

SOLID CUFFED POM BEANIE

\$15.00

Sizes: OSFM

IA9249 black

IA9250 team grey four

IA9237 team colleg burgundy

IA9234 team maroon

IA9236 team victory red

IA9251 team power red

IA9252 team royal blue

IA9253 team navy blue

IA9233 dark green

IA9235 team colleg purple

IA9240 collegiate orange

IA9238 team colleg gold

SOLID CUFFED POM BEANIE CONTINUED

NOT SPORTS SPECIFIC / MENS



HS1444

06/15/23

SOLID CUFFED POM BEANIE

\$15.00

Sizes: OSFM

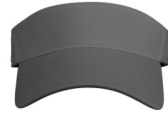
HS1444 white

15



IA9248

06/15/23



IA9254

06/15/23



IA9241

06/15/23



IA9242

06/15/23



IA9243

06/15/23



IA9244

06/15/23



HY2607

06/15/23



HN5718

06/15/23



HY2608

06/15/23



IA9256

06/15/23



IA9255

06/15/23



IA9245

06/15/23

LOW PROFILE ADJUSTABLE VISOR

\$12.00

Sizes: OSFM

IA9248 black

IA9254 team grey four

IA9241 team colleg burgundy

IA9242 team maroon

IA9243 team victory red

IA9244 team power red

HY2607 team royal blue

HN5718 team navy blue

HY2608 dark green

IA9256 team colleg purple

IA9255 collegiate orange

IA9245 team colleg gold

LOW PROFILE ADJUSTABLE VISOR CONTINUED

NOT SPORTS SPECIFIC / MENS



IA9247

06/15/23

LOW PROFILE ADJUSTABLE VISOR

\$12.00

Sizes: OSFM

IA9247 white

GENERAL TERMS AND CONDITIONS OF SALE of adidas America, Inc. (the “Company”) for adidas Team Sports

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

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

Orders will be billed at prices prevailing at the time of shipment as reflected on Company’s then current price lists. In the case of an order for delivery by installments, the price payable on each installment shall be the prices prevailing at the date of shipment of that installment as reflected on Company’s then current price lists. All prices are subject to change without notice.

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

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.

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 manufacturer’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 the 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

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.

TO 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 canceling 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

If a 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