



[www.lowaboosts.com](http://www.lowaboosts.com)

86 Viaduct Rd., Stamford, CT 06907

203-353-0116/203-353-0311 fax

**Reseller, Credit and Internet Sales Agreement**

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Company Legal Name: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Company dba Name: \_\_\_\_\_

State of Formation: \_\_\_\_\_ Date of Formation: \_\_\_\_\_

Bill To: \_\_\_\_\_ Ship To: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

Please circle one:      Corporation      Partnership      Sole Proprietorship      Limited Partnership

Resale # \_\_\_\_\_ D&B # \_\_\_\_\_ Web Site: \_\_\_\_\_

Attach copies of all state resale certificates with this Agreement.

Principals:	Name	Address	Title	Telephone	Email
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Accountant / Bookkeeper: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Footwear Buyer: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of Stores: \_\_\_\_\_ (If more than one, please attach Store Directory) Average Sq. Ft.: \_\_\_\_\_ Date Opened: \_\_\_\_\_

Type of Business:    Outdoor    Ski    Hunting    Sporting Goods    Shoe    Fitness/Run/Bike    Other

FedEx Acct # \_\_\_\_\_ UPS Acct # \_\_\_\_\_

Include FedEx or UPS shipping preference to obtain best rates.

**Trade References:** Please list your three major suppliers including address, phone number, fax number, email address and account number.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Real Property (mark accordingly): Own \_\_\_\_\_ Lease \_\_\_\_\_

Landlord or Mortgage Holder:

<u>Name</u>	<u>Address</u>	<u>City/State/Zip</u>	<u>Phone</u>	<u>email</u>
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\_\_\_\_\_

Bank Reference:

Name: \_\_\_\_\_ Bank Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Account #: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_ Contact: \_\_\_\_\_

## Terms and Conditions

1. By executing and submitting this Reseller, Credit and Internet Sales Application Agreement, of which these terms and conditions form a part (this "**Agreement**"), including any financial statements and additional information, the entity identified as Applicant above ("**Applicant**") is applying to LOWA Boots, LLC (the "**Company**") to become an authorized reseller of the Company's products and to obtain trade credit from the Company. By your signature below, you represent that Applicant is a valid business entity and that you are an authorized representative of Applicant with authority to enter into contractual agreements.

2. Applicant agrees to the credit policies established from time to time by the Company and further agrees that all sales of the Company's products to Applicant shall be governed by (i) these terms and conditions, (ii) any terms of conditions of sale stated on each of the Company's invoice and posted on the Company's website, and (iii) LOWA's Internet Resale Policy. Applicant acknowledges and agrees that prior to execution of this Agreement, Applicant shall have been provided with a copy of, and have read and understood, LOWA's Minimum Advertised Price Policy.

3. Applicant agrees to make payment in full to the Company for all amounts due according to the Company's invoice on or before the due date. Applicant hereby grants the Company a perfected security interest in any and all goods purchased by Applicant from the Company (and all proceeds thereof) to secure any and all obligations of Applicant to the Company, including but not limited to any obligation of payment. Applicant hereby appoints the Company as its attorney in-fact to make, execute and endorse any note, check, draft, money order, instrument, or other medium of payment and authorizes the Company to affix Applicant's name to any other document to enforce this security interest. The Company is authorized to file and record any financing statements in its discretion.

4. You acknowledge that if Applicant should default on any payment(s), the Company reserves the right to declare all invoice amounts due and payable without notice to Applicant and shall have the right to charge a finance fee of 1.5% (or the highest rate allowed by law, if less) per each 30 day period, or part thereof, for any invoice that is past due. In the event the Company should commence any action or actions, or otherwise seek to enforce this Agreement against Applicant, Applicant agrees to pay reasonable attorney(s) fees, court and other collection expenses incurred by the Company, whether or not a suit is filed.

5. On behalf of Applicant, you certify that all information provided in connection with this Agreement is, and that all information subsequently provided to the Company in connection with this Agreement or the credit extended to Applicant by the Company shall be, true and correct in all material respects and you acknowledge that the Company will be relying on such information with respect to making decisions regarding Applicant's terms of credit.

6. You hereby consent to the Company obtaining information about you personally, if applicable, and Applicant from credit reporting agencies and other sources the Company deems appropriate in considering this Agreement and subsequently for purposes of updates, renewals, or extensions of credit granted as a result of this Agreement or in reviewing or collecting Applicant's account.

7. Applicant acknowledges and agrees that in the event that any warranty or representation by Applicant contained herein shall be false or is believed in good faith by the Company to be false, any

covenant or agreement herein is violated by Applicant; or Company in good faith deems itself insecure because the prospect of payment by Applicant is or may be impaired or the prospect of performance of any covenant or agreement by Applicant is impaired, Company in addition to any remedies provided by law or pursuant to this Agreement, may declare that a default by Applicant under this Agreement and pursue any all remedies available to it upon a default by Applicant.

8. The Company's acceptance of partial or delinquent payment or failure by the Company to exercise any right or remedy available hereunder or under applicable law shall not be deemed a waiver of any right of the Company or any obligation of Applicant hereunder or under applicable law, nor shall any acceptance of partial or delinquent payment or failure by the Company to exercise any right or remedy available hereunder or under applicable law constitute a modification of this Agreement.

9. Applicant agrees to execute any additional agreements or documents that may be deemed necessary or advisable by the Company to effectuate the purpose(s) of this Agreement. Applicant may be required, in Company's sole discretion, to provide a personal guaranty prior to the extension of credit by the Company to Applicant.

10. This Agreement is not transferable or assignable without prior written consent of the Company and you agree to inform the Company in writing prior to any changes in the legal name and form of Applicant.

11. All of the information provided in this Agreement by Applicant to the Company is true and correct in as of the date hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Applicant by the undersigned authorized representative.

APPLICANT: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Note:** This Agreement must be completed, accepted and approved by LOWA Boots before shipments can be processed. To permit the fairest and most complete evaluation of your enterprise, please include now and yearly, copies of your income statement and balance sheet.

## LOWA Boots, LLC

### Internet Resale Policy

This Internet Resale Policy (this "**Policy**") is designed to allow authorized resellers ("**Resellers**") of LOWA Boots, LLC (the "**Company**" or "**LOWA**") to sell the Company's products on the internet in a clear and efficient manner and to maintain the value of the LOWA brand and avoid destructive intra-brand conflict between the resellers across our network.

1. *Authorized Resellers.* Only specifically authorized and credit-approved Resellers are permitted to sell LOWA products on the internet. This authorization must be in writing from the Company and is revocable at any time. An authorized Reseller is a Reseller which has been approved by the Company and whose account is in good standing with the Company. LOWA will place all active and credit-approved Reseller URLs on the authorized Reseller list on the LOWA website. For Resellers who sell products on the internet, the URL should direct consumers to the LOWA product page on the Reseller website. For Resellers who do not sell products on the internet, the URL should direct consumers to the Reseller's home page. Reseller URL's on the LOWA website that direct consumers to any other page on the Reseller's website shall not be placed on the LOWA website authorized Reseller list. Resellers shall provide to LOWA, as and when requested, the Reseller URL for placement on LOWA's website.

2. *Reseller Websites.* Reseller websites must reflect their primary business name. Sale of LOWA products using third party internet addresses or internet exchanges or marketplaces (e.g, eBay, Amazon, Poshmark, etc.) are not permitted. Resellers must use secure encrypted software to protect consumer credit card information, banking information and other personal information.

3. *Use of Personal Information.* The names, addresses, credit card information, banking information, and other personal information of consumers who purchase LOWA products on Reseller websites shall not be sold, traded, bartered or used for any commercial or other purposes except by the Reseller for their own business purposes and by LOWA for its own business purposes.

4. *Geographic Area.* All LOWA products shall only be sold to consumers with ship-to addresses in the United States. International shipments are prohibited. Resellers shall make every reasonable effort to prevent the shipping of LOWA products to non-authorized LOWA Resellers both in the United States and internationally.

5. *Pricing.* Prices should reflect the manufacturer suggested retail price ("**MSRP**") of LOWA products. LOWA products being sold below the MSRP must be part of a limited-time sale (2-week maximum within any 180 day period) or an end-of- product lifecycle clearance item. No LOWA products shall be placed on an end-of-product lifecycle clearance until that item has been placed on a wholesale clearance price list by LOWA. Drop shipping Resellers are not permitted to sell LOWA products below MSRP. Only those Resellers who maintain LOWA products in stock for direct shipment to consumers are permitted to sell LOWA products below MSRP pursuant to the guidelines contained herein. Resellers shall also review the LOWA Minimum Advertised Price Policy prior to advertising any LOWA products on its website.

6. *Copyright and Trademark.* The integrity of the LOWA brand must be consistently protected at all times. Content displayed on the LOWA website, in brochures, advertisements, product packaging, product information sheets and other marketing materials are copyrighted and trademarked.

All LOWA logos, product descriptions, photographs and any other related artwork supplied by LOWA are also copyrighted and trademarked. This material cannot be used without LOWA's express written permission. Reseller's use of such material is revocable at any time.

7. *Brand Representation.* The unauthorized use of copyrights, trademarks, logos, manufacturing images, product images, copy or other LOWA information on the internet without the express written consent of LOWA is prohibited. All photos, images, and product and/or LOWA description content pertaining to or describing the Company and its products must be current and mention LOWA directly unless specifically excluded by LOWA. This information cannot be obtained from LOWA websites or other internet sources, unless specifically directed in writing by LOWA. All scenery and activity photos must be clearly labeled as "Courtesy of LOWA Boots LLC". Resellers must cease using logos, trademarks, descriptions and photos upon demand by LOWA.

8. *Advertising.* Resellers shall only advertise models, colors and sizes that Resellers have available in stock to ship within two (2) business days. Resellers shall also review LOWA's Minimum Advertising Policy prior to advertising any LOWA products on their website.

9. *Returns.* Resellers must include return instructions and handle directly all warranty and return claims from consumers. LOWA shall not handle such services for Resellers. All Resellers who need to return warranty items from Internet sales should follow LOWA's regular return processes. Restocking fees shall apply to Resellers who return products sold via the internet that have no defect in design, materials and construction. Service fees shall apply to Resellers who return products sold via the internet that need to be re-boxed or re-labeled. Please consult LOWA customer service by calling (203) 353-0116 for details.

10. *Drop-Shipping.* Resellers who place orders directly with LOWA for drop-shipping direct to consumers shall supply LOWA with their UPS numbers for third-party billing. Wholesale pricing and a drop-shipment fee of up to \$25 may apply to drop-shipment transactions.

11. *Reseller Promotional Programs.*

(a) LOWA, at its sole discretion, may place a link on a specific product page of the LOWA website directly to a Reseller's product page for that specific item. To participate, Resellers must submit an application in writing to LOWA for consideration. Among other things, a clear demonstration of product availability shall be required.

(b) For select Resellers who demonstrate an advanced website sales capability, in terms of technology, customer service and fulfillment capacities, LOWA may place such select Reseller logos on the LOWA website with direct links to a LOWA product page on the Reseller's website. To qualify for such program, Resellers must have auto-replenishment programs in place, maintain impeccable credit with LOWA and offer superior customer service to consumers. Such select Resellers shall also have their number of referral leads tracked monthly and must provide conversion sales data and total LOWA sales data to LOWA on a monthly basis. Such select Resellers shall be required to sign a confidentiality agreement with LOWA. To participate, Resellers must apply to LOWA in writing on Reseller letterhead for consideration.

## MINIMUM ADVERTISED PRICE (MAP) POLICY

LOWA Boots, LLC (the “**Company**” or “**LOWA**”) has determined that its interests are best served through the adoption of a minimum advertised price (“**MAP**”) policy (this “**MAP Policy**”). This MAP Policy is designed specifically to (1) protect sales margins, (2) encourage all its resellers to promote and invest in the marketing and sales of LOWA products, and (3) maintain the value of the LOWA brand; and (4) avoid destructive intra-brand conflict between resellers across our network.

**Please note that this MAP Policy has been unilaterally adopted by the Company and will be uniformly enforced. The Company is not seeking consent, approval or agreement from any reseller or any assurance of adherence to this MAP Policy. It is entirely within the discretion of a LOWA reseller or distributor whether to comply or not comply with this MAP Policy.**

**Nothing in this MAP Policy or in any other contract or agreement with the Company shall constitute an agreement between the Company and reseller that the reseller will comply with this MAP Policy. The Company will not discuss any conditions of acceptance related to this MAP Policy, as it is non-negotiable, and will not be altered for any reseller.**

**The Company reserves the right to change, suspend, terminate or otherwise modify its MAP Policy from time to time, in whole or in part. All such MAP Policy modifications shall be made available at the LOWA website at <http://www.lowaboosts.com>.**

**If you have any questions or comments concerning this MAP Policy, please contact the MAP Policy administrator at (203) 353-0116. The MAP Policy administrator is solely responsible for and authorized to determine whether a violation of the MAP Policy has occurred, appropriate sanctions, communicating such decisions and receiving any communications regarding sanctions imposed under the MAP Policy. No other LOWA officer, director, employee, executive, partner, contractor, agent or representative has authority to modify or alter this MAP Policy.**

### **B. Policy Coverage**

This MAP Policy covers all LOWA resellers located in the United States. Although resellers remain free to establish their own advertised and resale prices, LOWA will, without assuming any liability, unilaterally impose sanctions as described in this MAP Policy against resellers who advertise applicable LOWA products at prices below those specified herein.

MAP applies only to minimum advertised prices and does not apply to the price at which the products are actually sold, or to advertised prices higher than the unilateral minimum resale prices established by LOWA from time to time.

### **C. Minimum Advertised Price.**

The current listing of products and applicable MAP prices can be found the LOWA Product Price List provided by LOWA to resellers with the Reseller, Credit and Internet Sales Agreement and thereafter from time to time when revised, supplemented, or amended by LOWA in its sole discretion. LOWA resellers are responsible for remaining current with this MAP Policy, subject products and appropriate MAP pricing.

Any advertisement publishing a price for a product subject to this MAP Policy below the MAP will be a violation of this MAP Policy.

This MAP Policy applies to any and all advertisements of LOWA products in all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, websites or similar electronic media, television, radio and public signage.

#### **D. Policy Violations**

In the event a reseller chooses not to follow this MAP Policy, sanctions will be unilaterally imposed by LOWA via the MAP Policy administrator.

Violations of this MAP Policy shall be determined by LOWA in its sole discretion. LOWA will not accept any communication from a reseller which has violated this MAP Policy regarding the violation or the willingness of the reseller to bring its prices into compliance.

Additionally, failure to adhere to this MAP Policy will be considerable factor used in the determination of whether LOWA continues to do business with a reseller in the future.