



ZEAL
OPTICS

One Aloha Lane
Peoria, IL 61615
Phone 888-628-4546 or 309-691-3700
Fax 800-516-5160 or 309-692-6719

Maui Jim/Zeal Brand Ambassador: _____

Existing Maui Jim Account # (if applicable): _____

**INCOMPLETE OR PARTIALLY COMPLETED APPLICATIONS
CAN RESULT IN DELAY OR RETURN OF APPLICATION.**

☐ New Account ☐ Address/Name Change Existing Kering Eyewear Account # (if applicable): _____

CREDIT APPLICATION - GOLF

Business Information

Legal Company Name:

DBA Name (if applicable):

Date Established:

Years in Business:

Number of Locations:

Website:

Principal's Name:

Federal ID/SS#:

Principal's Phone:

Principal's Email:

Physical Store Location

Company Name, DBA or Tradestyle:

Address:

City:

State:

Zip Code:

Country:

Physical Store Phone:

Physical Store Fax:

☐ Club Owned

☐ Pro Owned:

☐ Managed by:

Shipping Information

☐ Same as physical store

Company Name, DBA or Tradestyle:

Address:

City:

State:

Zip Code:

Country:

Billing Information

☐ Same as physical store

Company Name, DBA or Tradestyle:

Address:

City:

State:

Zip Code:

Country:

Billing Contact Information

Name:

Phone:

Email:

Fax:

Electronic Communication Options

Maui Jim has the capability to send the following documents electronically. *Please select from the following:*

Invoices & Credit Notes:

☐ Yes

☐ No

Email(s):

Statements & Reminders:

☐ Yes

☐ No

Email(s):

Order Confirmation:

☐ Yes

☐ No

Email(s):

Shipping Confirmation:

☐ Yes

☐ No

Email(s):

All of the above:

☐ Yes

☐ No

Email(s):

I do not wish to receive electronic communication at this time: ☐

The below information has been furnished with the understanding that it will be used to determine the amount and conditions of the credit extended.

Trade References		
1. Company Name:	Account Number:	
Phone:	Email:	Fax:
2. Company Name:	Account Number:	
Phone:	Email:	Fax:
3. Company Name:	Account Number:	
Phone:	Email:	Fax:

EFT Payment Detail

Account Number: 008670420579	Account Name: MAUI JIM USA INC
Routing Number ACH/EFT: 071000039	Account Address: 1 ALOHA LANE
Routing Number DOM. WIRES: 026009593	PEORIA, IL 61615-1871
SWIFT Code INTL WIRES: BOFAUS3N	Remittance Email: arremittance-smb@keringeyewear.com

Check payments should be remitted to the following address:

Maui Jim USA, Inc
PO Box 842980
Dallas, TX 75284-2980

Additional Payment methods are offered below. Check YES and complete to select one of these options. (Optional)

Payment Options		
1% Auto Pay Discount Program (ACH Debit Only) ☐ Yes		
Maui Jim is offering a 1% discount for any account that signs up for automatic ACH Direct Debit bill pay. In order to participate you are granting Maui Jim the authority to direct debit your bank account for the net amount due for the month. In the event that a pre-authorization is returned to Maui Jim, the gross amount of the invoices covered by such returned pre-authorization shall be immediately due and not eligible for the 1% discount. If you agree to participate fill out the following information:		
Routing Number:	Account Number:	Bank Name:
Auto Pay with Credit Card ☐ Yes		
We would like to grant Maui Jim access to bill the card provided below at the end of each month for invoices due:		
Credit Card Number:	Expiration Date:	
Prepay with Credit Card ☐ Yes		
We would like to grant Maui Jim access to bill the card provided below at the time orders are placed:		
Credit Card Number:	Expiration Date:	

I, the signatory for the applicant, represent that I have the authority to execute this credit application on behalf of the named company (the "Account"), as an owner or officer of the Account. I authorize Maui Jim, Inc. and Maui Jim USA, Inc. (together, "Maui Jim") to review my credit profile and I personally guarantee payment of any and all indebtedness incurred by the Account. The Account hereby agrees to the terms and conditions set forth by Maui Jim herein, and in Maui Jim's U.S. General Policies, which may be amended by Maui Jim from time to time. The Account acknowledges that Maui Jim has the option, at any time, and without giving reason, to discontinue doing business with the Account. The Account acknowledges that it has been provided with Maui Jim's Unilateral Retail Pricing Policy, which the Account expressly acknowledges is not an agreement between the Account and Maui Jim, but rather is asserted by Maui Jim unilaterally.

Print Name: _____ Signature: _____ Date: _____



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U.S. General Policies

RESERVATION OF RIGHT TO DISCONTINUE BUSINESS

Maui Jim, Inc. and Maui Jim USA, Inc. and Zeal Optics, Inc. (together, “Maui Jim”) has the option, at any time, and without giving reason, to discontinue doing business with ANY authorized retailer (each an “account”).

GRAPHIC STANDARDS

Any reproduction of the Maui Jim, Inc., Maui Jim USA, Inc., and Zeal Optics, Inc. (together, “Maui Jim”) logo, logotype, the words *Maui Jim®* or *Maui Jim Sunglasses* or the words *ZEAL* or *ZEAL Optics*, or any Maui Jim or Zeal trademark without the express written consent and authorization of Maui Jim is prohibited, whether in any print or electronic medium, including but not limited to newspapers, catalogs, magazines, television, radio, and Amazon.

INTERNET POLICY

Maui Jim does not permit the selling of Maui Jim products on internet sites, such as eBay, Google, or any other website unless specifically authorized in advance by a written agreement. Without such a written agreement, an account only has the authority to sell Maui Jim products in brick and mortar store locations. If an account is discovered to be selling on the Internet without a written agreement, that account will be terminated.

PATENT NOTICE

Certain Maui Jim products are covered by one or more U.S. patents owned by Maui Jim, including U.S. Patent Nos. D481059, D481060, D483792, D488829, D489393, D508514, D539330, D539828, D539834, D540844, D540845, D542329, D543230, 7717557, 8550619, 7784935, 7004580, D410941, 7931367, 8356895 & 9671622

ANTI-DIVERSION AGREEMENT

Maui Jim’s accounts agree (i) not to sell or otherwise transfer any Maui Jim products to any individual or entity that one might reasonably believe has the intention of reselling the products; (ii) not to advertise or solicit sales or sell Maui Jim products over electronic media such as the Internet, or through mail order (unless specifically agreed upon in writing); and (iii) to reimburse Maui Jim for its repurchase of Maui Jim products from any unauthorized entity or individual who received such products directly or indirectly from such account.

PRODUCT REQUIREMENTS

All Core accounts must maintain a minimum of 54 pieces on display at all times.

WARRANTY

Maui Jim frames and Maui Jim lenses sold by an account are warranted to the original purchaser for two (2) years after the date of purchase against manufacturer’s defects in materials and workmanship. With proof of purchase from an account, Maui Jim will replace or repair, at its option, any frame or lens covered by this warranty that is found to be defective. Damage resulting from alteration of lenses or frames (including damage resulting from installation of lenses), improper or unreasonable use, or from normal wear and tear (including accidental breakage), is not a manufacturer’s defect. Maui Jim offers its accounts a limited one (1) year, one-time front scratch warranty on its prescription sunglass lenses, with proof of purchase from an account. Maui Jim lenses are not otherwise warranted against scratching.

GOGGLE WARRANTY

ZEAL Goggles are warranted for two (2) years after the date of purchase against manufacturer’s defects, with proof of purchase from an account. ZEAL will replace or repair, at its option, any ZEAL goggle covered by this warranty that is found to be defective. Damage caused from improper or unreasonable use, or from normal wear and tear (including accidental breakage), is not a manufacturer’s defect. ZEAL goggle lenses are not warranted against scratching

SUNGLASS FRAMES

All lenses that are used with Maui Jim sunglass frames must be fabricated by Maui Jim. No account is permitted to glaze Maui Jim sunglass frames, and damage resulting from glazing of sunglass frames is not a manufacturer’s defect. Sale of non-Maui Jim lenses with Maui Jim sunglass frames, or glazing of Maui Jim sunglass frames, voids Maui Jim’s warranty and may lead to the termination of Maui Jim’s relationship with the account.

OPTICAL FRAMES & PRESCRIPTION CLEAR LENSES

THIRD-PARTY LENS POLICY – OUTSIDE RX LABS

Lenses used with Maui Jim Ophthalmic frames are not required to be fabricated by Maui Jim. However, lenses not produced by Maui Jim are not covered by Maui Jim’s warranty, may not be marketed as Maui Jim products, and may not bear any Maui Jim trademark. Any damage resulting from the glazing of non-Maui Jim lenses into Maui Jim frames does not constitute a manufacturer’s defect and is excluded from warranty coverage.

PRESCRIPTION CLEAR LENS WARRANTY

Maui Jim offers a limited two (2) year warranty on its prescription clear Ophthalmic lenses against scratches sustained under normal use and conditions, with proof of purchase from an authorized Maui Jim account required at the time of claim. Replacement lenses will be identical in specification to the returned lenses. Maui Jim reserves the right, in its sole discretion, to determine whether a scratch resulted from improper use or care, in which case replacement lenses will be subject to standard replacement charges or the scratched lens will be returned to the account.

REPAIRS

Our repair department stands ready to service our accounts and the needs of their customers. Maui Jim offers special low-cost repairs and replacement parts. All charges will be applied directly to the retailer or its customer, including shipping. We recommend that you or your customer call us on our toll-free number (888-666-5602) regarding any repair questions.

RETURNS AND EXCHANGES

Maui Jim’s long-standing Return and Exchange policy allows Non-prescription Maui Jim Sun and Ophthalmic products, in original packaging, and in condition suitable for resale, to be returned for merchandise credit or exchange at the most recent invoice price. Damaged products will not be accepted for credit or exchange. All returns require advanced Return Authorization (RA) approval provided by Maui Jim, and must be accompanied by the appropriate case, and a copy of the original invoice. Customized MyMaui products are final sale and are not eligible for return. It is the customer’s responsibility to insure and track the merchandise until the products are confirmed to be received by Maui Jim. Any return or exchange not compliant with these conditions may be refused at Maui Jim’s sole discretion and returned to the customer at its expense.

ZEAL GOGGLE RETURNS AND EXCHANGES

Goggles are not eligible for return or credits and become property of the purchaser.

PROMOTIONAL CARDS AND OTHER PROMOTIONAL ITEMS

From time to time, Maui Jim may supply authorized retailers with promotional cards or other promotional items. Such promotional cards and promotional items will be subject to specific terms and conditions, including expiration thereof. Authorized retailers are not permitted to alter such terms and conditions or otherwise make representations regarding the use of such promotional cards or other promotional items that are inconsistent with the terms and conditions provided by Maui Jim.

SHIPPING

Merchandise is customarily shipped via small parcel carrier such as UPS or FedEx. Expedited service is available. All returns, exchanges and warranty repairs are subject to shipping charges and are the responsibility of the shipper.

CREDIT TERMS

Standard terms are NET 30 days, end of month. All Invoices are due and payable at standard terms basis unless alternate terms are approved in writing by Maui Jim finance department, and noted on invoice. A service charge of 1% per month, or the maximum allowed by state law, is assessed on all past due balances. If there is a past due balance of 30 days or more, no merchandise will be shipped until payment has been made. Should credit be granted by Maui Jim, all credit shall be granted at Maui Jim’s sole discretion and Maui Jim may increase, decrease, or terminate any credit availability at any time.



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U.S. General Policies

ATTORNEYS' FEES AND COSTS

If it becomes necessary for Maui Jim to retain the services from an attorney or collection agency to assist in the collection of any account's balance due or enforcement of any provision in these General Policies, the account agrees to pay all reasonable attorneys' fees and costs incurred by Maui Jim.

GOVERNING LAW AND VENUE

Illinois law and applicable federal laws govern the interpretation and enforcement of the General Policies. All disputes arising out of or relating to the General Policies shall be litigated in Peoria County, Illinois.

AUTHORITY

Each account represents that it has the authority to enter into a binding contract with Maui Jim. By its purchase of Maui Jim products from Maui Jim, the retailer acknowledges that it has read this General Policies form and agrees to all terms and conditions herein. The retailer further understands that any false or misleading information can result in its account being immediately and permanently discontinued, at any time, from doing business with Maui Jim.

CONTRACTORS

Insofar as an account desires to use contractors, service providers, and/or vendors (each a "Contractor") to perform services for the account relative to Maui Jim products, before the Contractor provides any such services, the account must cause each such Contractor to agree in writing to be bound by all the terms and conditions set forth in these General Policies (with Maui Jim being a third party beneficiary of such agreement) and the account must provide a copy of such written agreement to Maui Jim. Notwithstanding the foregoing, the account will be liable and responsible to Maui Jim for each such Contractor's strict compliance with these General Policies.

DELIVERY, TITLE & RISK OF LOSS

Unless previously agreed in writing to a specific method of delivery, all shipments will be made by such method as Maui Jim USA, Inc elects in its sole discretion. Delivery shall be deemed complete and title to the Merchandise as well as risk of loss shall pass to Buyer when Maui Jim delivers the merchandise to a common carrier for delivery to customer. Maui Jim USA, Inc accepts no risk if common carrier fails to deliver merchandise within a specified time period due to weather or acts of God or uncontrollable delays.

CLAIMS

Any claims must be reported to us in writing within 30 days of invoice date. Any damaged cartons received from a carrier must be refused or reported in writing to carrier immediately at time of delivery. Questions/claims regarding exchanges must be made within 60 days of the date of exchange.

GENERAL POLICIES SUBJECT TO REVISION BY MAUI JIM

These General Policies are subject to revision and amendment by Maui Jim at any time, after which all subsequent purchases will be subject to the revised General Policies.



ZEAL
OPTICS

Unilateral Retail Pricing Policy

UNILATERAL RETAIL PRICING POLICY

At Maui Jim, Inc. and Maui Jim USA, Inc. (together, “Maui Jim”), we are serious about protecting the image of our products and the integrity of our retail network.

Accordingly, we have unilaterally adopted this Policy concerning the pricing and distribution of our products and will enforce this Policy strictly and uniformly. Although Maui Jim’s authorized retailers (each an “account”) remain free to establish their own resale prices, Maui Jim will cancel all orders and will indefinitely refuse to accept any new orders from any account immediately following Maui Jim’s verification to its satisfaction that such account has advertised, offered, or sold any Maui Jim products at a net retail sales price less than the manufacturer’s suggested retail price. Maui Jim will not discuss any conditions of acceptance related to this Policy, as it is non-negotiable and will not be altered for any account. Maui Jim Account Executives (sales representatives) have no authority to modify or grant exceptions to this Policy. ***Nothing in this Unilateral Retail Pricing Policy shall constitute an agreement between Maui Jim and any account that the account will comply with this Policy.***