



**ZEAL**  
OPTICS

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

**Hawaii**  
721 Wainee Street  
Lahaina, HI 96761  
Phone 800-848-3644 or 808-661-8841  
Fax 800-638-0351 or 808-661-0351

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

New Account    Address/Name Change   Existing 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:	
<input type="checkbox"/> Club Owned	<input type="checkbox"/> Pro Owned:	<input type="checkbox"/> 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:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Email(s):
Statements & Reminders:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Email(s):
Order Confirmation:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Email(s):
Shipping Confirmation:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Email(s):
All of the above:	<input type="checkbox"/> Yes <input type="checkbox"/> 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@mauijim.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		
<b>1% Auto Pay Discount Program (ACH Debit Only)</b>	<input type="checkbox"/> 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:
<b>Auto Pay with Credit Card</b>	<input type="checkbox"/> 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:	
<b>Prepay with Credit Card</b>	<input type="checkbox"/> 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: \_\_\_\_\_



# U.S. General Policies

## RESERVATION OF RIGHT TO DISCONTINUE BUSINESS

Maui Jim, Inc. and Maui Jim USA, 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. and Maui Jim USA, Inc. (together, "Maui Jim") logo, logotype, the words *Maui Jim*® or *Maui Jim Sunglasses*, or any Maui Jim 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, & 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.

## 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.

## 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

Lenses that are used with Maui Jim optical frames are not required to be fabricated by Maui Jim. However, any lenses not produced by Maui Jim are not subject to Maui Jim's warranty, cannot be marketed as Maui Jim products, and may not be embossed with any Maui Jim trademark. Damage resulting from installing lenses not produced by Maui Jim into Maui Jim frames is not a manufacturer's defect. Maui Jim offers its accounts a limited two (2) year warranty for scratches on its prescription clear optical lenses, sustained under normal use and conditions, with proof of purchase from an account. Replacement lenses will be identical to returned lenses. If Maui Jim determines, in its sole discretion, that a scratch was caused by improper use or care,

then replacement of such lens will be subject to customary charges for replacement prescription lenses, or the scratched lens will be returned to the account.

## PRODUCT REQUIREMENTS

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

## RETURNS AND EXCHANGES

Non-prescription Maui Jim sunglasses, in original packaging and in condition suitable for resale, may be returned for merchandise credit or exchange. Damaged sunglasses will not be accepted for credit or exchange. All returns should be accompanied by the appropriate case, a copy of the original invoice, and an order indicating the styles to be sent in exchange for the returned sunglasses.

## 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.

## 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

We offer various credit terms based on credit worthiness. 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.

## 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.

## 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.

### HAWAII

930 WAINEE ST. STE 9, LAHAINA, HI 96761  
PH: 800 848 3644 808 661 8841  
FAX: 800 638 0351 808 661 0351  
(HAWAII ACCOUNTS ONLY)

### MAINLAND – U.S. & INTERNATIONAL

ONE ALOHA LANE, PEORIA, IL 61615  
PH: 888 628 4546 309 691 3700  
FAX: 800 516 5160 309 692 6719



# 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.***

HAWAII  
721 Wainee Street  
LAHAINA, HI 96761  
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