

Johnnie-O

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# New Account Form



## Account Information

Business Legal Name:

Phone Number:

Fax Number:

DBA:

Email Address:

Shipping Address:

City:

State:

Zip:

Billing Address:

City:

State:

Zip:

Sole Proprietor:

Partnership:

Corporation:

LLC:

LLP:

Federal Tax ID:

Credit Limit Requested:

\$5,000

\$10,000

\$15,000

\$20,000+

Reseller License Number and State:

Year Established:

DUNS Number:

Accounts Payable Contact Name:

AP Phone Number:

AP Email:

Email Address to send invoices and order acknowledgements:

Owner/Partner/Office Name #1:

Date Incorporated:

Address:

City:

State:

Zip:

Social Security Number:

Percentage Ownership:

Owner/Partner/Officer Name #2:

Address:

City:

State:

Zip:

Social Security Number:

Percentage Ownership:

## Bank References

Bank Name:

Phone Number:

Fax Number:

Contact Name:

Contact Email:

Title:

Address:

City:

State:

Zip:

Account Number:

## Trade References

Company Name:

Contact Name:

Terms:

Credit Limit:

Phone:

Email:

Address:

City:

State:

Zip:

Company Name:

Contact Name:

Terms:

Credit Limit:

Phone:

Email:

Address:

City:

State:

Zip:

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## Additional Information

Shipping Method:      Ground      3<sup>rd</sup> Party

If 3rd Party: Company:

Account Number:

Ship Complete:      Yes      No

Cancel Backorder:      Yes      No

Okay to Ship Early:      Yes      No

Okay to Ship Past Cancel:      Yes      No

## AUTHORIZATION

The information in this credit application is true. The undersigned hereby authorizes Johnnie-O and its agents to obtain credit reports and to make any and all required necessary actions to process this credit application.

Applicant Signature:

Date:

Applicant Name:

Title:

## JO REP / INTERNAL USE ONLY

Sales Rep Name:

Region:

Customer Type:      Specialty      Green Grass      Custom - Corporate

Terms: *(check a box)*      Prepay      Net 30

Segment: (check a box, may mark multiple)      Men's      Women's      Kid's

Classification: (select the appropriate one from the drop down list)

If you selected "Other Specify", please do so here >

**JOHNNIE-O**  
**MINIMUM ADVERTISED PRICE POLICY**

**Reputation Worth Protecting.**

Johnnie-O creates lifestyle apparel that blends Southern California lifestyle, East Coast tradition and Midwest grit into a truly unique product line and brand. Johnnie-O prides itself on quality products that consumers are proud to wear. Advertising that properly maintains the brand's premium image will only further enhance the demand for Johnnie-O products, as well as its competitive position.

To protect and further its reputation, and to help ensure that top retail dealers are further incentivized to carry Johnnie-O products, the brand has adopted this minimum advertised price policy ("**MAP Policy**"). The goal is to discourage all Johnnie-O retail dealers from denigrating the quality of Johnnie-O products through advertising that does not reflect the brand's reputation and competitive position in the marketplace.

Effective immediately, this MAP Policy will apply to all retail dealers who carry Johnnie-O apparel products.

1. **Products.** This MAP Policy shall apply to the current season products (the "**Covered Products**") identified by Johnnie-O and listed at [www.Johnnie-O.com](http://www.Johnnie-O.com) the "**Covered Product List**"), as updated by Johnnie-O from time-to-time.
2. **Policy.** No retail dealer or distributor of Covered Products may advertise a Covered Product at a price lower than the MAP Price via any form of Advertising.
3. **Resale. Channels of Distribution and Third-Party Retail.** Johnnie-O requires that products, including sale items or "close-outs", be distributed for retail sale only through channels that are appropriate for the superior reputation, quality-control standards and public image of the brand.  
Retailers may only sell directly to consumers. Only "private label"/retailer's own websites will carry the Johnnie-O Product and retailers may not resell using other sites at markdown prices (for example, Amazon Marketplace, Wal Mart, Backcountry, etc.).  
Johnnie-O, may withdraw approval of any retail account at any time if it determines, in its sole discretion, that advertising, marketing, promotion or sales by any retail account is inconsistent with the reputation, quality-control standards and public image of Johnnie-O.
4. **MAP Price.** The manufacturer's suggested retail price ("MSRP") listed on Covered Product List shall be deemed the minimum advertised price ("**MAP Price**") for each Covered Product pursuant to this MAP Policy. Johnnie-O may update the list of Covered Products and MAP Prices at any time.
5. **Advertising.** This MAP Policy applies to all advertisements of Covered Products in any media, including, for example, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, SMS, Internet or similar electronic media, television, radio, and public signage (the "**Advertising**").

6. **Covered Advertisements.** This MAP Policy applies to all forms of Advertising that may have a direct or indirect effect of discounting the advertised price of a Covered Product, such as, for example, advertising of rebates, gift cards, free gifts, or bundling or other free or discounted products (whether made by Johnnie-O or not) in relation to a Covered Product. Internet auctions (such as, but not limited to eBay) may not display or have a reserved bid or other acceptable price below the MAP Price.
7. **Advertising Statements.** No dealer, distributor or reseller may make any statements or other indications on its website or otherwise in connection with any Covered Product that indicates or implies that a lower price may be found, including, for example, the following:
  - “Click here for lower price”
  - “See price in cart”
  - “Log-in for price”
  - “Add to cart for lower price”
  - “Mouse over for price”
  - “Email or call for a lower or better price”
8. **Exceptions.**
  - This MAP Policy does not affect the price at which any reseller actually sells any Covered Product.
  - This MAP Policy does not establish maximum advertised prices.
  - This MAP policy does not apply to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on Covered Products or packaging that merely state the price are not considered “advertising.” In that regard, this MAP Policy does not apply to the actual sales price on any “check-out page” of any reseller’s website as a final stage of an online purchase, as long as the customer enters the final stage on his or her own without any reference on the website or otherwise that a lower price will be found at the final purchasing stage.
9. **Enforcement.** Johnnie-O is free to determine the best way to market its products, and to select the retail dealers to whom it sells those products. Johnnie-O will administer this MAP Policy in its own discretion. Johnnie-O need not provide prior notice or warnings before taking any action under this MAP Policy. Johnnie-O may determine, among other things, to partially or fully restrict providing promotional funds or other marketing assistance or products to any retail dealer violating this MAP Policy, including a distributor who distributes to a dealer or reseller that has violated this MAP Policy.
10. **Waiver.** If Johnnie-O fails to require any retail dealer to comply with this MAP Policy, in whole or in part, that failure does not prevent Johnnie-O from later enforcing all or part of this MAP Policy against that retail dealer or any other distributor, dealer, or retailer. If Johnnie-O expressly waives any third party’s breach of a term, that waiver is not treated as waiving any other term or a later breach of that term.
11. **Modifications of this MAP Policy.** No employee, independent contractor or other agent has any authority to discuss or modify this MAP Policy and any action of any person, which claims to modify this MAP Policy or to solicit or obtain the agreement of any person to this MAP Policy, is unauthorized

and invalid. This MAP Policy may only be modified in writing by a duly authorized officer of Johnnie-O.

12. **Confidentiality.** This MAP Policy is confidential and may not be disclosed to any third party except that a retail dealer of Products may disclose this MAP Policy to its employees, independent contractors or other agents solely to the extent necessary to comply with this MAP Policy.
13. **Comments, Questions.** Please contact your johnnie-O rep or email us at [klitaya@johnnie-O.com](mailto:klitaya@johnnie-O.com)

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