



5601 Skylab Rd, Huntington Beach, California, 92647



BUSINESS & ADDRESS INFORMATION

REGISTERED CORPORATE NAME	
TRADE NAME	
TYPE OF BUSINESS (PROPRIETORSHIP / PARTNERSHIP / CORPORATION / OTHER (SPECIFY))	
CUSTOMER CATEGORY	
IN BUSINESS SINCE	
Federal ID#	
PHONE NO.	
ACCOUNTS PAYABLE CONTACT NAME	
ACCOUNTS PAYABLE CONTACT PHONE	
ACCOUNTS PAYABLE CONTACT EMAIL	
IF YOU WOULD LIKE TO RECEIVE AN EMAIL CONFIRMATION OF YOUR PURCHASE ORDERS, ENTER THIS EMAIL ADDRESS HERE	

BILL TO		SHIP TO	
NAME		NAME	
STREET ADDRESS		STREET ADDRESS	
CITY		CITY	
STATE		STATE	
ZIP CODE		ZIP CODE	

OWNERS/DIRECTORS/PARTNERS

	NAME	TITLE	HOME ADDRESS	HOME PHONE	EMAIL
PRINCIPAL #1					
PRINCIPAL #2					
PRINCIPAL #3					

IF YOU WISH TO REQUEST TERMS/CREDIT, PLEASE COMPLETE THIS SECTION

BUILDING OWNED OR RENTED						
DESIRED CREDIT LIMIT						
FOR MAXIMUM CREDIT LIMIT CONSIDERATION – ATTACH COPY OF MOST RECENT FINANCIAL STATEMENT						
TOTAL ANNUAL SALES (\$)						
DUN & BRADSTREET NUMBER						
HAVE YOU EVER DECLARED BANKRUPTCY?						
HAVE YOU HAD OWNERSHIP IN A COMPANY THAT HAS EVER DECLARED BANKRUPTCY?						
DO YOU HAVE ANY PENDING LAWSUIT OR JUDGMENT AGAINST YOU OR YOUR COMPANY?						
BUSINESS REFERENCES						
	COMPANY NAME	FULL ADDRESS	PHONE NO.	EMAIL	TERMS	CREDIT LIMIT
REFERENCE #1						
REFERENCE #2						
REFERENCE #3						
BANKING INFORMATION						
	FINANCIAL INSTITUTION	ACCOUNT NO.	FULL ADDRESS	CONTACT	PHONE NO.	
INSTITUTION #1						
INSTITUTION #2						

TAX EXEMPTION CERTIFICATE

UPLOAD TAX EXEMPTION FORM	OR	CHARGE SALES TAX
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The undersigned hereby grants authority and directs the financial institution(s) and trade Creditors named above to release all information requested by MINT GREEN GROUP USA Inc.

The undersigned also certifies that this Authorized Retail Dealer Agreement is made on behalf of the applicant shown herein for the purpose of securing open account terms of credit from MINT GREEN GROUP USA Inc., and that the contents hereof and the financial data submitted herewith accurately represent the financial condition, without material change, of the applicant to this date.

THIS AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNTIL APPROVED AND COUNTER-SIGNED BY MINT GREEN GROUP USA INC. AT IT'S HOME OFFICE

NAME OF OFFICER, PARTNER OR OWNER	
TITLE	
SIGNATURE	
DATE	

TERMS AND CONDITIONS

PAYMENT

- Net 30 days from date of invoice or as stated on the invoice. Reseller will pay a late fee of 2.0% per month (24% annually) or the highest amount allowed under applicable state law for any balances past due. Reseller agrees to pay Mint Green Group USA Inc. any attorney fees, collection expense or court costs required to collect past due balances. Mint Green Group USA inc., in its sole discretion, may terminate Customer's account at any time should Customer breach any of the terms and conditions herein and/or fail to pay for goods within the number of days specified on the invoice.

FREIGHT

- All shipments are F.O.B our distribution center.

PRICES

- All prices are subject to change without notice. Prices do not include sales tax or freight (when applicable). Orders will be billed at the prices prevailing at the time the order is placed. Customer must notify Mint Green Group USA inc. in writing within 30 (thirty) days after receipt of an invoice of any price disputes. If Customer fails to notify Mint Green Group USA inc. within the thirty days, any and all claims or controversies brought by Customer and relating to such price disputes, shall be deemed waived.

ORDERS

- All orders are subject to acceptance by Mint Green Group USA inc. Prior written approval from Mint Green Group USA inc.'s Sales Management is mandatory on all orders requiring handling outside of Mint Green Group USA inc.'s standard procedure. Additional charges may apply and may warrant an amended Purchase Order from customer. All sales of close outs, irregulars, seconds or B-grade products are final. Mint Green Group USA inc., in its sole discretion, shall determine the channels of distribution of its product and therefore, in addition to other rights it may have, Mint Green Group USA inc. reserves the right to refuse to supply product to certain Customer locations.

RETURNS / CLAIMS

- Returned merchandise must have an approved authorization number from Mint Green Group USA inc.'s Customer Service department. Unauthorized returns will be refused.
- Any shortages or claims for a wrong style, size, or color must be reported within 15 days of receipt of goods.
- Defective merchandise returned for inspection or repair must be clean. Merchandise that is not clean will be returned without repair or inspection.
- We will replace, repair, or credit your account at our discretion for merchandise which has been returned to us, if in our opinion, it is defective or because it has not given normal wear or service.

ALLOCATIONS

- Acceptance of orders and sales are also subject to allocation by Mint Green Group USA inc. in times of product shortage in response to factors deemed most appropriate at the time.

CANCELLATIONS

- Orders cannot be altered or cancelled without permission from Mint Green Group USA inc.. Requests for cancellations must be in writing directly to Mint Green Group USA inc.'s. Customer Service Department within 60 days of the requested shipping date and such requests will be valid only if approved by Mint Green Group USA inc.. No cancellations or alterations will be accepted for special-ordered merchandise in production.

CARE INSTRUCTIONS

- Care instructions are attached to each article. Mint Green Group USA inc. is not responsible for articles not maintained according to these instructions.

RESTRICTIONS ON SALES

- Customer is prohibited from selling products purchased from Mint Green Group USA Inc. other than through a Mint Green Group USA inc. approved channel of distribution. Customer must purchase all Mint Green Group USA inc. products from Mint Green Group USA inc.. Violations of these conditions may result in immediate termination of Customer's account.

INTERNET SALES PROHIBITED

- Reseller is expressly prohibited from advertising and/or selling the Products on the Internet, unless Reseller has executed an approved Internet Sales Addendum with Mint Green Group USA Inc.

NO TRANS-SHIPMENTS

- Reseller shall not knowingly trans-ship the Products. Specifically, Reseller shall not sell or transfer any of the Products to any person or entity for resale. Reseller agrees to restrict, cease, or limit the sale of Products to anyone at the request of Mint Green Group USA Inc. Reseller shall not sell or offer for sale any product bearing a trademark, copyright, patent, or name associated with Nike Golf that Reseller purchased or obtained from a source other than directly from Mint Green Group USA Inc.. Reseller shall not obscure or alter any Product or its packaging in any fashion.

GEOGRAPHIC SALES BOUNDARY

- Reseller may only sell and advertise for sale the Products within the USA. Mint Green Group USA Inc. hereby expressly prohibits the Reseller from soliciting or consummating sales outside the USA.

LIQUIDATED DAMAGES

- For each occasion that Reseller breaches these terms by engaging in the unauthorized advertising, distribution, offering for sale, or sale of Products, Reseller agrees to pay Mint Green Group USA Inc., as liquidated damages and not as a penalty, the greater of the following amounts: (i) the costs and fees associated with Mint Green Group USA Inc.'s investigation and enforcement regarding the unauthorized conduct, including, but not limited to, attorney's fees; or (ii) five times (5X) the MSRP of the Product(s) per unit of Product distributed, sold, or transshipped in an unauthorized manner. The parties agree that these damages are not punitive.

INTELLECTUAL PROPERTY

- Reseller hereby acknowledges that the Nike IP is the exclusive property of Nike, Inc. and its affiliates, and no right, title or interest is licensed or transferred to Reseller by this Agreement. Any goodwill delivered by Reseller in connection with the sale of Nike brand goods insures solely to the benefit of Nike and its affiliates. Any use of the Nike IP is subject to the restrictions and limitations described in Schedule A below. Should Reseller request that Mint Green Group USA Inc. provide Products including a name, logo, or other third-party designation (collectively, "Logo"), Reseller shall verify in writing that Reseller either has, or shall obtain from the owner of any intellectual property rights in

Mint Green Group USA Inc., 5601 Skylab Rd, Huntington Beach, California, 92647

the Logo, a license to use such Logo on the Products. Reseller hereby indemnifies and shall defend and hold harmless Mint Green Group USA Inc. from any claim that use of any Logo Reseller requests to be placed on the Products infringes any third-party intellectual property rights.

TRADEMARK USE POLICY

- Reseller hereby acknowledges and agrees to the Trademark Use Policy found in Schedule B below.

LIMITATION OF LIABILITY

- RESELLER ACKNOWLEDGES AND AGREES THAT MINT GREEN GROUP USA INC. SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT RESELLER MAY INCUR FROM DELAYED SHIPMENT, NON-SHIPMENT, OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL MINT GREEN GROUP USA INC. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT MINT GREEN GROUP USA INC. SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THE UNDERSIGNED AGREES THAT THIS RETAIL DEALER AGREEMENT IS SUBJECT TO AND SHALL BE GOVERNED BY THE TERMS AND CONDITIONS HEREIN AND THE UNDERSIGNED AGREES TO BE BOUNDED BY THE TERMS HEREOF.

AUTHORIZED SIGNATOR		ACCEPTED BY MINT GREEN GROUP USA INC.	
DATE		DATE	
NAME		NAME	
SIGNATURE		SIGNATURE	

SCHEDULE A – INTELLECTUAL PROPERTY RESTRICTIONS

- Reseller shall ensure that the Nike IP is:
 - used in conjunction with the ® or TM designations as directed by Mint Green Group USA Inc.;
 - not modified in any manner without the prior written consent of Mint Green Group USA Inc.;
 - used alone without any other terms, marks, or designs which may detract from the Licensed IP; and
 - displayed according to specifications which Mint Green Group USA Inc. may provide or amend from time to time.
- Reseller shall perform all acts requested by Mint Green Group USA Inc. to ensure that the nature and quality of Reseller's use of the Nike IP is consistent with and does not detract from the goodwill associated with the Nike IP. Reseller is specifically prohibited from registering or using any domain name containing any Nike owned or licensed brand names or any other trademark used or owned by Nike.
- Reseller shall have no right, title, or interest in the Nike IP. All use of the Nike IP and the goodwill associated therewith shall inure to the benefit of Nike, Inc. and its affiliates. Reseller shall not do anything inconsistent with Nike's ownership of the Nike IP, including, but not limited to, using, causing, or permitting another party to use the Nike IP as any part of a uniform resource locator ("URL"), metadata tag, or as a keyword or search engine term. Reseller shall not, during the Term or thereafter, challenge the validity of the Nike IP or Nike's title to or rights in the Nike IP.
- Reseller shall not use the Nike IP in a manner that disparages Nike or the Products, blurs, dilutes, or otherwise diminishes the Nike IP, or portrays Nike, its brands, or the Products in a false or poor light.
- Upon termination of this Agreement, Reseller shall immediately discontinue and abandon its use of the Nike IP, shall cease to advertise or represent itself as an authorized reseller, and shall cease to market, advertise, offer to sell, and/or sell the Products. Reseller must promptly return to Mint Green Group USA Inc. all confidential information, including, but not limited to, all documents and information concerning prices, marketing, advertising, and promotional activities (the "Confidential Information").
- Reseller shall promptly inform Mint Green Group USA Inc. of any action or conduct of any person which may infringe upon any of Nike's intellectual property rights. Reseller shall cooperate fully with Mint Green Group USA Inc. in connection with any legal action taken by Mint Green Group USA Inc. or Nike in connection with any such infringement.




SCHEDULE B – TRADEMARK USE POLICY

- This policy applies to Nike North America Customers (referred to here as "Partners"), under the Nike USA, Inc. and Nike Canada Corp. Terms & Conditions of Sale, respectively. Partner compliance with this policy is a requirement established by applicable Terms & Conditions of Sale.
- Purpose: This policy regulates use of Nike's trademarks by Partners. Use of Nike trademarks for commercial purposes without Nike's prior written consent may constitute trademark infringement, trademark dilution, and/or unfair competition in violation of U.S. Federal and state laws and/or the laws of the country in which you are operating. Use of Nike trademarks is prohibited, unless expressly authorized by Nike in writing.

TRADEMARKS OVERVIEW

- Nike's trademarks, service marks, trade names, and trade dress ("Nike Trademark/s") are valuable assets. By using a Nike Trademark, you acknowledge that Nike is the sole and exclusive owner of the trademark, and you agree not to challenge or object to the validity of the Nike Trademarks or Nike's rights in the Trademarks in any way, including challenging Nike's ownership, use, registration of, or application to register such trademark, alone or in combination with other elements anywhere in the world. You also agree that you will not use a Nike Trademark in a way that harms or disparages Nike or the Nike Trademark. You further agree that all goodwill generated by using a Nike Trademark inures exclusively to the benefit of and belongs entirely to Nike. Any and all use of the Nike Trademarks must be expressly authorized by Nike and must conform in all respects to this policy, unless Nike grants explicit permission for non-conforming use(s). No rights of any kind are granted hereunder, by implication or otherwise.

TRADEMARKS REQUIREMENTS

- Proper Use of Nike Trademarks (including NIKE, JUST DO IT, , , , and any other Nike-owned Mark)
 - Entire Mark. The Nike Trademarks shall appear complete, in their entirety, and in their proper orientation. Do not cover up, cut off, or distort.
 - Adjectives. Use the Nike Trademarks as adjectives followed by a generic noun: NIKE running shoes. Do not use as plural or possessive.
 - Examples
 - Correct: I love my Nike shoes.
 - Incorrect: I love my Nikes.
 - Separate and Distinct. Keep the Nike Trademarks visually separate and distinct from surrounding words and graphics. When using a Nike word mark in text, use initial caps, italics, or bold typeface.
 - Design Marks.
 - Use design marks in their entirety without distorting, cutting off, covering up or integrating with other designs.
 - Present design marks in a solid color only, unless the mark is registered with multiple colors.
 - Display the Swoosh Design and other design marks in proper orientation and proportion.
 - Do Not use design marks decoratively or as ornaments: e.g., no repeating designs, interior designs, interlocking designs, enormous designs.
 - Do Not use a design mark to perform a function or as a substitute for an object, e.g., as a button, outsole grip, zipper pull.
 - Do Not use design marks as part of another larger overall design: e.g., in a paisley pattern.
 - Word Marks; Product Names.

- Present the mark legibly.
- Use the full mark: AIR MAX, DRI-FIT, NIKE FREE, NIKE PRO, VAPORMAX, AIR FORCE 1, etc.
- Use as an adjective and follow with a noun: NIKE shoes.
- Do not use as plural or in an alternate spelling, i.e., SWOOOOSH.
- Do not use JUST DO IT or any other Nike slogan as part of a sentence (i.e., “Get off the couch and just do it.”) or as a variation (i.e., Do It, Just Did It, Just Kick It)
- Keep the mark distinct from surrounding words.
- Keep the mark in the foreground without other words/graphics overlaid.

- Unauthorized Use of Nike Trademarks

- o Company name, Trademark, Product or Service Name. You may not use or register, in whole or in part, NIKE, JUST DO IT, the Swoosh Design, or any other Nike Trademark, as, or as part of, a company name, trademark, trade name, or service mark, except as specifically authorized by Nike. You may not combine a Nike Trademark with any other trademark, except as specifically authorized by Nike.

- o Disparaging Manner. You may not use any Nike Trademark or any other Nike owned term, graphic, symbol, icon or logo in a disparaging manner, or in combination with elements that would be considered violent, offensive, or infringe third party rights.

- o Endorsement or Sponsorship. You may not use any Nike Trademark or any other Nike-owned term, graphic, symbol, icon or logo in a manner that would imply Nike’s affiliation with or endorsement, sponsorship, or support of a third party or thirdparty product or service, except as specifically authorized by Nike.

- o Merchandise Items. You may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing the NIKE, Swoosh Design, JUST DO IT, or any other Nike Trademark, except pursuant to an express written trademark license from Nike.

- o Slogans. You may not imitate any Nike advertising slogans. Example: There is a finish line., Just Did It., etc.

- o Domain Names / Social Media: You may not register or use a domain name, Facebook name, Twitter handle, or other social media handle or identifier that includes a Nike Trademark or includes a mark similar to a Nike Trademark.

- o Signage. Except as expressly permitted by Nike, you may not use any Nike Trademark in or as part of your website, in-store, or outside signage or displays.

- Proper Trademark Notice and Attribution

- o United States. On product, labels, hangtags, or other communications that will be distributed in the United States, use the appropriate trademark symbol (TM, SM, ®) the first time the Nike trademark appears in the text of the advertisement, brochure, or other material. Include an attribution of Nike’s ownership of its trademarks. The following are the correct formats: _____ is a registered trademark(s) of Nike, Inc. OR _____ is a trademark of Nike, Inc.

- o Outside the United States: Do not use trademark symbols on product, labels, hangtags, or other communications that will be distributed outside the United States. Use one of the following international credit notices: _____ is a trademark of Nike, Inc. and its affiliates registered in the U.S. and other countries. OR _____ is a trademark of Nike, Inc. and its affiliates.