



One Champion Way • P.O. Box 368 • Marlboro, N J 07746-0368 • Tel: (732) 294-5561 • Fax: (732) 294-5562

Email: info@championsports.com

APPLICATION FOR CREDIT

NAME OF FIRM _____ ACCT PAYABLE CONTACT _____

BILL TO ADDRESS _____ CITY _____ STATE _____ ZIP _____

MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE _____ FAX _____ *EMAIL ADDRESS _____

FULL NAME OF OWNER OR OWNERS (OR AN AUTHORIZED OFFICER OF CORPORATION) LIST HOME ADDRESS & ZIP CODE FOR PARTNERSHIP OR INDIVIDUAL _____

FED. TAX NO. (FOR CORPORATION): _____

PLEASE CHECK ONE: INDIVIDUAL PARTNERSHIP CORPORATION

TYPE OF BUSINESS: INSTITUTIONAL RECREATIONAL RETAIL DATE STARTED: _____

ESTIMATED ANNUAL SALES: _____ TEAM SALES MANAGER: _____

BANK REFERENCES - USE FULL ADDRESS INCLUDING NO. AND STREET (PRINT LEGIBLY)

NAME: _____ ACCT. NO. _____ PHONE _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

TRADE REFERENCES (MINIMUM OF THREE)

NAME _____ CITY/STATE _____ FAX NO. (REQUIRED) _____ ACCT. NO. _____

ARE YOU ECOMMERCE? : (PLEASE CHECK ONE) YES NO

CREDIT CARD # _____ EXP DATE _____ VAL CODE _____ NAME ON CARD _____

APPLICANT'S SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY. ABILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH INVOICE TERMS. UNPAID INVOICES WILL BE CHARGED 1.5% PER MONTH BEGINNING 30 DAYS AFTER SHIPMENT UNLESS TRANSACTIONS ARE PAID WITHIN THE TERMS.

THE ABOVE INFORMATION IS FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE. I/WE HEREBY AUTHORIZE THE FIRM TO WHOM THIS APPLICATION IS MADE TO INVESTIGATE THE REFERENCES LISTED PERTAINING TO MY/OUR CREDIT AND FINANCIAL RESPONSIBILITY.

FIRM NAME _____
BY _____ TITLE _____

PERSONAL GUARANTY

In consideration of the extension of credit by Corporation (herein called "Seller"), to Buyer, the undersigned does jointly and severally personally guaranty to pay and be responsible for payment of all sums, balances and accounts due Seller by Buyer, including collection charges and/or attorney's fees. This shall be an open and continuing guaranty and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extensions granted by Seller, without obtaining any consent thereto, and until expressly revoked by written notice from me/us to Seller. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or non-payment and waive action required by any statute, against the Buyer. No delay on Seller's part in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed, either against the Buyer or any other person primarily or secondarily liable with the Buyer, shall operate as a waiver of any such right or in any manner prejudiced Seller's rights against me/us. I/we agree that in the event of any default at any time by said Buyer, Seller shall be entitled to look to me/us immediately for full payment without prior demand or notice.

SIGNED _____ ADDRESS _____ TELEPHONE _____

PRINT NAME _____ CITY, STATE, ZIP _____ DATE _____



One Champion Way, PO Box 368, Marlboro, NJ 07746-0368

ChampionSports.com info@championsports.com

T. 732.294-5561 F. 732.294.5562

AUTHORIZED RESALE POLICY

This ADVERTISING AGREEMENT (“AGREEMENT” or “POLICY”) is effective as of the date of execution by both parties (the “EFFECTIVE DATE”) and is by and between Pro Sports, Inc. d/b/a Champion Sports, having a place of business at 1 Champion Way, Marlboro, New Jersey 07746 (“SUPPLIER” or “BRAND OWNER”) and _____, having an address at _____ (“RETAILER” or “RESELLER”).

RECITALS:

SUPPLIER is the manufacturer of sporting goods, including those exemplified in its product catalog available and amended periodically at www.championsports.com/catalog/ (“PRODUCTS” or “SUPPLIER’S PRODUCTS” or “BRAND OWNER’S PRODUCTS”), the entirety of which is incorporated herein by reference;

SUPPLIER advertises and promotes SUPPLIER’S PRODUCTS via third-party websites such as www.amazon.com, www.walmart.com, www.target.com, www.kohls.com, and others. In doing so, SUPPLIER utilizes certain visuals and verbiage, including particular titles, text content, and imagery and video content (collectively “ADVERTISING CONTENT”). SUPPLIER also provides products in certain configurations (“CONFIGURATIONS”) and package quantities (“QUANTITIES”). An example SUPPLIER www.amazon.com advertisement of lacrosse balls showing ADVERTISING CONTENT, QUANTITIES, and CONFIGURATIONS is provided as Exhibit A.

RETAILER desires to secure from SUPPLIER, and SUPPLIER is willing to grant to RETAILER, wholesale pricing on SUPPLIER’S PRODUCTS together with the right to market and sell same via such third-party websites;

Any RESELLER that fails to comply with this POLICY will be deemed an unauthorized RESELLER of the PRODUCTS, and as such, shall have no right to: (i) sell the PRODUCTS, (ii) use BRAND OWNER’S intellectual property, including any of its trademarks or copyrights, or (iii) offer BRAND OWNER’S consumer warranty applicable to any of the PRODUCTS.

NOW THEREFORE, it is mutually agreed as follows:

1. **APPLICABILITY.** This POLICY applies to all resales of the PRODUCTS. Regardless as to where the PRODUCTS were acquired, either directly from the BRAND OWNER, through an authorized distributor, or some other procurement method, a RESELLER must comply with the terms of this Policy.
2. **SALES TO END USERS ONLY.** Unless otherwise agreed with BRAND OWNER in writing, RESELLER may only purchase PRODUCTS for resale to consumers and end user customers, and RESELLER may not resell PRODUCTS to other RESELLERS, distributors or for further distribution in any manner.
3. **NOSALES ON ONLINE MARKETPLACES.** Without the BRAND OWNER’S express written consent, RESELLER may not advertise or sell the PRODUCTS online on any e-commerce platform, specifically including, but not limited to, Amazon, eBay and Walmart. RESELLER may sell PRODUCTS on its own website.
4. **HANDLING AND STORAGE.** RESELLER agrees to handle and store the PRODUCTS in a safe manner and in compliance with BRAND OWNER’S storage and handling guidelines. RESELLER will ensure that any PRODUCTS it purchased are stored in secure, climate-controlled warehouses.



5. **PRODUCT PACKAGING AND DISPLAY.** RESELLER shall sell PRODUCTS in their original packaging. Relabeling, repackaging (including the separation of bundled PRODUCTS or the bundling of PRODUCTS), and other alterations to PRODUCTS or their packaging are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU or other identifying information on PRODUCTS or their packaging is prohibited. RESELLER may not remove, translate, or modify the contents of any label or literature on or accompanying the PRODUCTS. RESELLER shall not advertise, market, display, or demonstrate non-BRAND OWNER PRODUCTS together with the PRODUCTS in a manner that would create the impression that the non-BRAND OWNER PRODUCTS are made by, endorsed by, or associated with BRAND OWNER.
6. **TRADEMARKS; COPYRIGHTS.** RESELLERS that comply with this POLICY have a limited, non-exclusive, non-sublicensable, revocable license to use BRAND OWNER'S trademarks and copyrights in connection with the sale of the PRODUCTS. RESELLER shall not alter, modify, or change any trademark or copyright, nor shall RESELLER use any trademark or copyright other than for the promotion and sale of the PRODUCTS, nor shall RESELLER use any trademark or copyright in any manner that negatively impacts such trademark or copyright or the BRAND OWNER. Failure to comply with the POLICY will result in the automatic revocation of the license granted herein and a total forfeiture of the rights granted herein. BRAND OWNER reserves the right to revoke this license at any time for any or no reason.
7. **LOCATIONS / REPORTING.** RESELLER agrees to track the PRODUCTS it purchases and to store all such PRODUCTS at locations in compliance with this POLICY. At BRAND OWNER'S request, RESELLER will provide BRAND OWNER with (a) a list of all storage locations utilized by RESELLER, (b) an inventory of PRODUCTS maintained at each such storage location, and (c) physical access for BRAND OWNER to perform an inventory to confirm the amounts and locations of PRODUCTS at RESELLER's stated locations.
8. **PRODUCT INSPECTION.** Promptly upon receipt of the PRODUCTS, RESELLER agrees to inspect the PRODUCTS for damage, defects, evidence of tampering, or other non-conformances (a "Defect"). If any Defect is identified, RESELLER must not offer the PRODUCT for sale and must promptly report the Defect to BRAND OWNER.
9. **RECALL AND CONSUMER SAFETY.** To ensure the safety and well-being of the end users of the PRODUCTS, RESELLER agrees to cooperate with BRAND OWNER with respect to any PRODUCT recall or other consumer safety information dissemination efforts.
10. **CUSTOMER SERVICE.** RESELLER will maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. At BRAND OWNER'S request, RESELLER will provide any reports or other information related to such customer services.
11. **PRODUCT LOSS AND THEFT.** If any significant quantity of PRODUCTS purchased by RESELLER are lost or stolen, RESELLER will promptly report such event to BRAND OWNER.
12. **REPORT UNAUTHORIZED RESELLERS.** If RESELLER has information or reasonably suspects that any person is purchasing and reselling or distributing PRODUCTS in a manner not authorized by BRAND OWNER or in violation of this POLICY, RESELLER must promptly notify BRAND OWNER.
13. **SUPPORT OF MANUFACTURER'S WARRANTY.** RESELLER may extend to any proper purchaser of the PRODUCTS the original manufacturer's warranty in accordance with its terms. RESELLER may not modify or alter the original manufacturer's warranty, represent or



characterize the original manufacturer's warranty in any misleading manner, or extend its own warranty with respect to the PRODUCTS. Failure to comply with this POLICY will result in the total forfeiture of RESELLER's right to offer BRAND OWNER'S consumer warranty.

14. OTHER INFORMATION, DOCUMENTS AND REPORTS. RESELLER must provide BRAND OWNER with any supplemental information, documents and reports that BRAND OWNER may request in order to validate RESELLER's compliance with this POLICY and to support BRAND OWNER'S warranty support and customer support obligations and initiatives.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this AGREEMENT, on the dates below indicated.

PRO SPORTS, INC.

RESELLER: _____

FULL NAME: _____

FULL NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



EXHIBIT A

NEW & INTERESTING FINDS ON AMAZON EXPLORE

amazon Sports & Outdoors

Shop Father's Day Gifts

Deliver to Newark 07101

Departments Your Recommendations

EN Hello, Sign in Account & Lists Orders Try Prime Cart

Sports & Outdoors Sports & Fitness Outdoor Recreation Sports Fan Shop Sports Deals Outdoor Deals

Spring sports gear lists Personalized lists for ages 5-19+ Shop now >

Sports & Outdoors > Sports & Fitness > Team Sports > Lacrosse > Balls

Share

Champion Sports
Champion Sports Official Lacrosse Balls
★★★★★ 569 customer reviews
14 answered questions
Amazon's Choice for "lac balls"

Price: \$25.99 & FREE Shipping Details

In Stock.
Want it tomorrow, May 30? Order within 2 hrs 31 mins and choose One-Day Shipping at checkout.
Details
Ships from and sold by Amazon.com.

Color: White

Style Name: 12-Pack
6-Pack 12-Pack
2-Pack 3-Pack

NOCSAE LACROSSE BALL

Meets NOCSAE standards and is approved by the NCAA/NFHS, and SEI certified

Molded rubber construction provides improved feel and accuracy.

One-time purchase: \$25.99

Qty: 1

Yes, I want FREE Two-Day Shipping with Amazon Prime

Add to Cart Buy Now

Turn on 1-Click ordering for this browser

Deliver to newark 07101

Subscribe & Save: \$25.99

Add to List

Other Sellers on Amazon

\$17.17 + \$7.51 shipping Sold by: LacrosseBallStore_A

\$26.57 + Free Shipping Sold by: Zavko Inc.

Used & new (7) from \$21.78 & FREE shipping on orders over \$25.00. Details

Roll over image to zoom in

IMAGES

TITLE

QUANTITY/ CONFIGURATION

CONTENT

