



UNCLE GOOSE®

APPLICATION



Thank you for your interest in becoming an Uncle Goose® retailer. By carrying our products, you are displaying a passion for helping your customers educate their children and introduce them to a limitless world of imaginative play. We have been handcrafting toys in the U.S. almost since we were young enough to play with them ourselves. We are committed to creating unique block sets that become family heirlooms, which can eventually be passed down through generations.

Please complete and return the credit application to office@unclegoose.com or fax it to 616-248-4723. Once received, your application will take about a week to process. Thank you for choosing Uncle Goose® products.

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www.unclegoose.com

UNCLE GOOSE[®]

APPLICATION

STORE NAME

ADDRESS

CITY

STATE

ZIP

TELEPHONE

FAX

YEARS IN BUSINESS

WEBSITE

TAX ID#

RESELLER #

OWNER

PHONE

EMAIL

AUTHORIZED BUYER

PHONE

EMAIL

TYPE OF STORE

Toy

Gift

Clothing

Other _____

SALES CHANNEL

Bricks & Mortar

Bricks & Mortar Plus Internet
(Please complete and sign Internet Policy)

Internet Only
(Please complete and sign Internet Policy)

How did you hear about us?

1048 KEN-O-SHA INDUSTRIAL DRIVE SE, GRAND RAPIDS, MI 49508

TOLL FREE 888-774-2046

FAX 616-248-4723

EMAIL OFFICE@UNCLEGOOSE.COM

WEB WWW.UNCLEGOOSE.COM

UNCLE GOOSE[®]

CREDIT REFERENCES

If you would like to pre-pay your invoices feel free to skip this page. Authorization is hereby granted to Uncle Goose[®] to obtain a credit reference from:

VENDOR NAME

ACCOUNT #

CONTACT

FAX

EMAIL

VENDOR NAME

ACCOUNT #

CONTACT

FAX

EMAIL

VENDOR NAME

ACCOUNT #

CONTACT

FAX

EMAIL



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WHOLESALE TERMS AND CONDITIONS

These terms and conditions govern the sale of Uncle Goose® brand products to authorized Uncle Goose® resellers. lindenwood Inc. d/b/a Uncle Goose® provides these terms, conditions and policies in an effort to service the retailer in a manner consistent with our global reputation as a supplier of high-quality handcrafted products. Uncle Goose® is allowing you (Authorized Reseller) to purchase our products at wholesale prices as long as you abide by our terms, conditions and policies regarding the promotion and sale of our products.

PROHIBITION ON CERTAIN SALES. Uncle Goose® brand items must not be resold by you to any dealers, retailers (store front or internet based), wholesalers or export distributors. Any Authorized Reseller who sells Uncle Goose® products to any open auction site or knowingly sells to consumers that resell Uncle Goose® products on any open auction site (such as eBay) will be in violation of this policy and Uncle Goose® will then refuse to sell to you any further products and pursue all rights and remedies set forth in this policy or allowed by law. Authorized Reseller further agrees that all sales will be sold and shipped solely to and within the United States of America.

MINIMUM ADVERTISED PRICING (MAP) POLICY. We have implemented a minimum advertised pricing policy ("MAP" policy) to protect the Uncle Goose® brand name and to support the products on a consistent basis. We will not support or sell to Authorized Resellers that advertise our products at a price less than "MAP" prices. Our "MAP" policy applies to advertised prices, which means print, direct mail, broadcast, catalog and electronic media including Internet e-commerce sites. Violation of this "MAP" policy will result in immediate termination of your account in addition to the penalties set forth in this policy. Should this occur all unpaid invoices become immediately due and payable. All current and future Uncle Goose® items shall be covered by this "MAP" policy unless otherwise indicated in writing by lindenwood, inc., and lindenwood, inc. reserves the right to change this policy at any time.

ORDER REQUIREMENTS.

- ★ Orders below \$150.00 are subject to a \$10 handling fee.
- ★ Prices and product availability are subject to change without prior notice. Manufacturer reserves the right at any time to change, discontinue or modify the design and construction of any of its products.

BACKORDERS.

- ★ Backorders under \$50 will be canceled unless otherwise noted on the order.
- ★ Backorders that initially qualified for FFA are shipped FFA.

RETURN POLICY.

- ★ All sales are final. Returns are only permitted with authorization from an authorized employee of lindenwood, inc.
- ★ Returned and refused shipments are subject to a 25% restocking fee. All return freight is to be paid by customer.
- ★ Claims for merchandise shortage or damaged goods must be made within 10 days of receipt of shipment.
- ★ In the event that an Authorized Reseller intends to go out of business, the Authorized Reseller shall immediately contact lindenwood, inc. and request a return goods authorization for credit provided that the merchandise is resalable. Liquidation of Uncle Goose® brand products is strictly prohibited.

PAYMENTS.

- ★ Payments must be made via COD or credit card (Visa, Mastercard, Discover, and American Express are accepted) until an open account can be established. To establish an open account you must provide us with at least three (3) credit references. We have complete discretion regarding whether to establish an open account with you.
- ★ Payments made on open accounts with credit cards are subject to a handling fee of \$7.
- ★ Past due accounts are subject to a late payment fee equal to two percent (2%) per month of the outstanding balance. We will charge a late payment fee for each month that your past-due account remains unpaid. We charge a \$50 fee for each returned check.
- ★ All merchandise remains the property of Uncle Goose® until invoice is paid in full.

SHIPPING/FREIGHT.

- ★ All products are shipped FOB Grand Rapids, Michigan via UPS Ground unless otherwise specified and agreed to by lindenwood, inc. d/b/a Uncle Goose.
- ★ We make every effort to ship promptly but you should allow one (1) to two (2) weeks from the date of acceptance of your order before shipment. We cannot guarantee that the product you order is in stock, when your order will ship, or when you will receive your order.
- ★ Delivery means delivered to the address listed on the purchase order and signed for at that address. We are not responsible for unauthorized signers, loss, or damage after the shipment has been accepted.
- ★ Manufacturer will not be liable for any delay in the performance of its obligations under the Order, or for any damages suffered due to such delay, including but not limited whether or not the delay is, directly or indirectly, caused by a fire, flood, accident, civil unrest, act of God, war, governmental interference or embargo, labor strike, shortage of materials, or any other cause beyond our control.

WHOLESALE TERMS AND CONDITIONS (Continued)

DISCLAIMER. WE MAKE NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

LIMITATION OF LIABILITY. LINDENWOOD, INC.'S MAXIMUM CUMULATIVE LIABILITY TO BUYER SHALL NOT EXCEED PURCHASE PRICE OF ANY GOODS. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES OR LOST GOODWILL, RELATING TO THE GOODS SOLD HERUNDER, THEIR USE, WHETHER IN CONTRACT, TORT PURSUANT TO STATUTE OR OTHERWISE. THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF ANY PURCHASER OR AUTHORIZED RESELLER AND THE SOLE EXCLUSIVE LIABILITY OF MANUFACTURER.

VENUE, JURISDICTION. You consent and agree to the exclusive jurisdiction of the courts sitting in the Western District of Michigan, Kent County and Grand Rapids, Michigan. If you commence any legal proceedings of any kind against us you must do so in Kent County, Michigan, Grand Rapids, Michigan or the Western District of Michigan, as applicable. You agree to waive any objection to venue or argument for inconvenient forum. Michigan law exclusively governs these Terms and Conditions, and the sale of our product to you.

USE OF TRADEMARKS AND COPYRIGHTED MATERIAL. The Uncle Goose® brand is a federally registered trademark and is the intellectual property of lindenwood, inc. Our logo and/or trademark, trade dress and trade name shall never be used in whole or part of your company name or website URL's or in any promotional materials that may suggest the products do not derive from Manufacturer. Any implication that your company is anything other than an "authorized dealer or reseller" of Manufacturer will result in immediate termination of your account. All authorized dealers and resellers are given a non-exclusive limited license to use the Marks, including product images and product copy so long as such use is consistent with Manufacturer's style guides which may be changed from time to time. This material should be used for the sole purpose of promotion and advertisement of Uncle Goose® products. Failure to comply with the terms of this limited consent as explained will result in the immediate termination of your account and may result in legal action.

I have read and agree to the wholesale terms, conditions, and policies.

SIGNATURE

DATE

PRINT NAME

TITLE

COMPANY

INTERNET SALES POLICY

Authorized Resellers are permitted to sell Uncle Goose® products over the internet only if they meet the following criteria:

1. Authorized Resellers and all websites advertising Uncle Goose® products must comply with lindenwood, inc.'s MAP policy. Listing prices lower than the MAP is considered a violation of this policy. Failure to comply with the MAP policy will result in the termination of the Authorized Reseller account, including the penalties contained herein. The MAP pricing will be updated from time to time and lindenwood, inc. reserves the right to change the MAP pricing in its sole discretion.
2. Authorized Reseller will not advertise or sell products outside the United States, unless specifically authorized by lindenwood, inc. in writing.
3. Authorized Reseller will only buy Uncle Goose® products from lindenwood, inc. d/b/a Uncle Goose®.
4. Authorized Reseller will only advertise / sell Uncle Goose® products on the following websites, d/b/a's, URL's and assumed names:

Permission is granted to sell on the above listed sites only after application is approved. Listing or selling Uncle Goose® products on unapproved sites is a violation of this policy.

5. Authorized Reseller will sell only to end users/consumers and not to any other dealer, reseller, retailers (store front or internet based), wholesalers, or export distributors.
6. Authorized Reseller will not use a "call for price", "call for quote" or other statements designed to circumvent this Internet Sales Policy. Authorized Reseller will not offer free or discounted products with the purchase of products covered by the MAP policy.
7. Authorized Reseller will not alter the intended use of, misbrand or promote off-label uses of products.
8. Authorized Reseller will comply with all state and federal laws applicable to the sale of products online.
9. Authorized Reseller will not sell any products on any open online auction or market websites including but not limited to eBay. We feel that sale of Uncle Goose® brand products on open auction sites diminishes the perceived value of our products.

Any website not compliant with this Internet Sales Policy shall not use any Uncle Goose® brand trademarks and will be notified to remove them immediately. lindenwood, inc. reserves the right to enforce its intellectual property rights against entities not in compliance with this Internet Sales Policy. lindenwood, inc. will actively monitor all Authorized Reseller's websites selling Uncle Goose® brand products to ensure MAP pricing is in compliance with the Internet Policy.

If an Authorized Reseller violates this Internet Sales Policy, lindenwood, inc. reserves the unilateral right to refuse to sell product to that Authorized Reseller, to suspend or terminate the approved status of Authorized Reseller, to terminate the Authorized Reseller's account, to require immediate payment of all sums owed to Uncle Goose in addition to the liquidated damages in the amount of \$500.00 per knowing violation to this policy or take such other actions as lindenwood, inc., in its sole discretion, deems appropriate in light of the particular circumstances.

lindenwood, inc. reserves the right to change or discontinue this Internet Sales Policy at any time. No Authorized Reseller has any right to rely on its continued existence. lindenwood, inc. reserves the right to choose the Authorized Reseller with which it will do business.

AMAZON FBA ACCOUNTS

We have limited the number of authorized Amazon FBA accounts to five. We are not accepting new Amazon FBA Accounts.

I have read and agree to the Internet terms, conditions and policies.

SIGNATURE

DATE

PRINT NAME

TITLE

COMPANY