



UNCLE GOOSE®

WHOLESALE APPLICATION

THANK YOU

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.

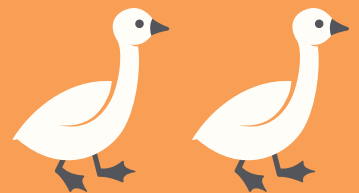
Please complete and return the application to:
office@unclegoose.com

Once received, your application will take about a week to process. Thank you for choosing Uncle Goose® products.



UNCLE GOOSE®

1048 Ken-O-Sha Industrial Park Dr. SE
Grand Rapids, MI 49508
email: office@unclegoose.com
Or call us: 616-248-4453





APPLICATION

STORE NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

YEARS IN BUSINESS

WEBSITE

TAX ID#

RESELLER#

OWNER

PHONE

EMAIL

AUTHORIZED BUYER

PHONE

EMAIL

TYPE OF STORE:

TOY GIFT CLOTHING OTHER _____

SALES CHANNEL:

BRICK & MORTAR BRICK & MORTAR, INTERNET
(PLEASE SIGN INTERNET POLICY) INTERNET ONLY
(PLEASE SIGN INTERNET POLICY)

HOW DID YOU HEAR ABOUT US?

UNCLE GOOSE®

WHOLESALE TERMS & 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.

RELATIONSHIP

These Terms and Conditions do not make either party the employee, partner, joint venture, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. You act hereunder as an independent contractor. Under no circumstances and in no event shall you have any authority to bind or obligate Uncle Goose® on any matter. You are responsible for all expenses, costs and disbursements which may be required in your performance of these Terms and Conditions and you shall be solely responsible for your sales personnel, who shall have no claim whatsoever against Uncle Goose®. This Agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any other person or entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third-party beneficiary of this Agreement.

SALES GUIDELINES AND REQUIREMENTS

Uncle Goose® brand items must only be sold to end users/consumers and not be resold by you to any dealers, retailers (store front or internet based), wholesalers, export distributors, or any person or company affiliated with you or your company that will resell or post the products on any Amazon, eBay or other internet retailer or reseller. Any Authorized Reseller who sells Uncle Goose® products to any open auction site or sells to consumers that resell Uncle Goose® products on any open auction site (such as eBay) will be in direct violation of this policy. If Uncle Goose® has any basis to believe that any Authorized Reseller is violating this term, Uncle Goose® will immediately refuse to sell to you any further products, Authorized Reseller agrees to immediately ship all Uncle Goose® products in its possession back to Uncle Goose® at no cost to Uncle Goose® and without payment for same, in addition to the other penalties and remedies set forth herein.

MINIMUM ADVERTISED PRICING (MAP)

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 specifically including Internet e-commerce sites. If Uncle Goose® has any basis to believe that any Authorized Reseller is violating this term, your account will be immediately terminated, and Authorized Reseller agrees to immediately ship all Uncle Goose® products in its possession back to Uncle Goose® at no cost to Uncle Goose® and without payment for same, in addition to the other penalties and remedies set forth herein. 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.
- All purchase orders must be signed by an Authorized Reseller.

BACKORDERS

- Backorders under \$50 will be canceled unless otherwise noted on the order.
- Backorders that apply to orders 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 credit card. Visa, Mastercard, Discover, and American Express are accepted until an open account can be established.
- Payments made on open accounts with credit cards are subject to an internal 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, and a \$50 fee for each returned check.
- All merchandise remains the property of Uncle Goose® until invoice is paid in full.

UNCLE GOOSE®

WHOLESALE TERMS & CONDITIONS

SHIPPING/FREIGHT

- All products are shipped FOB Grand Rapids, Michigan via UPS Ground unless otherwise specified and agreed to by 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 signed for.
- Uncle Goose® 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 to 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.

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. Prices and product availability are subject to change without prior notice. Uncle Goose® reserves the right at any time to change, discontinue or modify the design and construction of any of its products.

LIMITATION OF LIABILITY

LINDENWOOD, INC.'S MAXIMUM CUMULATIVE LIABILITY TO BUYER SHALL NOT EXCEED PURCHASE PRICE OF ANY GOODS. IN NO EVENT SHALL UNCLE GOOSE® 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 UNCLE GOOSE® .

SEVERABILITY

In the event any of these terms are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken, but such invalidity or unenforceability shall not invalidate any of the other terms which shall continue in force.

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 Uncle Goose® . Any implication that your company is anything other than an "authorized dealer or reseller" of Uncle Goose® 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 Uncle Goose®'s style guides which may be changed from time to time. Authorized Reseller may not remove, obscure or modify any copyright or other notices included in or placed upon any products supplied by Uncle Goose®. Use of any pictures, documents or other materials provided by Uncle Goose® online, digitally or in hard copy shall 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.

PENALTY FOR VIOLATION

It is understood and agreed that a violation of these terms and conditions will result in damage to Uncle Goose® and that such damages may be difficult to quantify. Therefore, in addition to any other remedies allowed by law, you agree to immediately pay all sums owed to Uncle Goose® in addition to liquidated damages in the amount of \$1500.00 per violation of these terms and conditions in addition to all legal fees and collection costs.

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.


UNCLE GOOSE[®]
WHOLESALE TERMS & CONDITIONS

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

SIGNATURE

DATE

PRINT NAME

TITLE

COMPANY

UNCLE GOOSE®

WHOLESALE TERMS & CONDITIONS

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 the lindenwood, inc. d/b/a Uncle Goose® Minimum Advertised Pricing (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 in the MAP Policy. The MAP pricing will be updated from time to time and Uncle Goose® 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 Uncle Goose® 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, / URL's:

Permission is granted to sell Uncle Goose® products only on the sites listed above. Any listing on any other internet location is prohibited and 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 over the internet.
9. AUTHORIZED RESELLER WILL NOT SELL ANY PRODUCTS ON ANY OPEN ONLINE AUCTION OR MARKET WEBSITES SUCH AS EBAY. Uncle Goose® is no longer allowing any Amazon FBA accounts, or re-selling of Uncle Goose products on Amazon in any capacity.
10. Any website not compliant with this Internet Sales Policy shall not use any Uncle Goose® brand trademarks and must be removed immediately. Uncle Goose® reserves the right to enforce its intellectual property and all other legal rights against entities not in compliance with this Internet Sales Policy. UNCLE GOOSE® WILL ACTIVELY MONITOR ALL AUTHORIZED RESELLER'S WEBSITES SELLING UNCLE GOOSE® BRAND PRODUCTS TO ENSURE AUTHORIZED RESELLER IS ABIDING BY THE MAP POLICY AND THIS INTERNET SALES POLICY.
11. This Policy does not make either party the employee, partner, joint venture, agent or legal representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party. Authorized Reseller is acting hereunder as an independent contractor. Under no circumstances and in no event shall Authorized Reseller have any authority to bind or obligate Uncle Goose® on any matter. Authorized Reseller, as an independent contractor, is responsible for all expenses, costs and disbursements which may be required in its performance of this Agreement. Authorized Reseller, as an independent contractor, is also solely responsible for the manner by which Authorized Reseller performs pursuant hereto and Uncle Goose® shall not exercise control thereof. Authorized Reseller shall be solely responsible for its sales personnel, who shall have no claim whatsoever against Uncle Goose® 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. Uncle Goose® reserves the right to choose the Authorized Reseller with which it will do business.
12. In the event any of these terms are in conflict with any rule of law or statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken, but such invalidity or unenforceability shall not invalidate any of the other terms which shall continue in force.
13. 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 Uncle Goose®. Any implication that your company is anything other than an "authorized dealer or reseller" of Uncle Goose® 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 Uncle Goose®'s style guides which may be changed from time to time. Authorized Reseller may not remove, obscure or modify any copyright or other notices included in or placed upon any products supplied by Uncle Goose®. Use of any pictures, documents or other materials provided by Uncle Goose® online, digitally or in hard copy shall 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.



WHOLESALE TERMS & CONDITIONS

14. If Uncle Goose® has any reason to believe that an Authorized Reseller is or may be in violation of this Internet Sales Policy, Uncle Goose® reserves the unilateral right immediately stop selling any product to that Authorized Reseller including any orders in process. Uncle Goose® may suspend or terminate the approved status of Authorized Reseller, terminate the Authorized Reseller's account, or take such other actions as Uncle Goose® in its sole discretion, deems appropriate in light of the particular circumstances. Further, upon any actual or perceived violation Authorized Reseller's access to the Uncle Goose® retailer website will be blocked and Authorized Reseller shall be prohibited from using any digital or print materials whatsoever from the Uncle Goose® retailer website. It is understood and agreed that a violation of these terms and conditions will result in damage to Uncle Goose® and that such damages may be difficult to quantify. Therefore, in addition to any other remedies allowed by law, you agree to immediately pay all sums owed to Uncle Goose® in addition to liquidated damages in the amount of \$1500.00 per violation of these terms and conditions in addition to all legal fees and collection costs.

15. 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.


UNCLE GOOSE[®]
INTERNET SALES POLICY

I have read and agree to be bound by this Internet Sales Policy.

SIGNATURE

DATE

PRINT NAME

TITLE

COMPANY