



CREDIT APPLICATION



EXCLUSIVE DISTRIBUTORS OF RUDY PROJECT

ACCOUNT INFORMATION

Business Trade Name _____ Date _____

Corporate Name _____ Telephone _____

Address _____ Fax _____

Billing Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

Email Address (Required) _____ County _____

Key Contact #1 _____ Key Contact #2 _____

Have you ever filed bankruptcy No Yes Year _____

California and Colorado residents, in accordance with State law, all purchases will be charged the appropriate rate of sales tax unless a tax exemption (Resale) certificate has been received by R.A.C.E. A copy of a tax exemption (Resale) certificate is enclosed. Yes No

Type of Entity: Corporation Partnership Proprietorship Year of Incorporation _____ State _____

Years Under Present Ownership _____ Years at Current Address _____ Franchise? Yes No

Own or Rent Business Space? _____ Landlord _____ Phone _____

Principal Owners Name _____ Soc. Sec.# _____ Home Phone _____

Home Address _____ City _____ State _____ Zip _____

Other Officers, Partners, Proprietors

Name/Title _____ Address _____

Name/Title _____ Address _____

Name/Title _____ Address _____

CREDIT REFERENCES

Banking References or Credit Card Information (MC/VISA/AMEX ONLY)

Bank Name _____

Checking Account# _____ Routing # _____

Credit Card# _____ Exp. Date _____ CVC Code _____

Name on Card _____ Billing Zip Code _____

TRADE REFERENCES

1. Supplier _____ Phone _____ Account# _____

2. Supplier _____ Phone _____ Account# _____

3. Supplier _____ Phone _____ Account# _____

The information and statements in this application are true and complete and are made for the purposes of attaining an open line of credit or to verify credit card information. You are, hereby, authorized to obtain information you consider necessary from any source concerning the statements in this application. In consideration of and in order to induce you to establish an open line of credit based on the foregoing application, the undersigned individual promises to pay and guarantees payment for all purchases in accordance with our terms of sale as stated in our Terms & Conditions. If at any time, for any reason, the purchaser is unable to pay for said purchases, when due, the undersigned agrees to pay and authorizes Running and Cycling Enterprises to bill my/our account a service charge computed at the rate of 1 1/2% per month on any past due amount owing on my/our account. In the event it becomes necessary for Running and Cycling Enterprises to incur collection costs, or to institute suit to collect any amount due under this agreement, or any portion thereof, the undersigned promises to pay such additional collection costs, charges and expenses including reasonable attorney's fees if the account is placed in the hands of an attorney or collection agency for collection. The undersigned individual has authority to enter into this agreement and has been duly authorized to execute the agreement on behalf of purchaser. A facsimile copy of this signature is valid as the original, and the authorization is granted for it to be transmitted to financial institutions for the purpose of obtaining commercial credit. By signing below, the purchaser hereby acknowledges and agrees to the Terms and Conditions set forth below.

Date _____ Signature of Officer or Principal _____ Title _____

Please Print Name _____

(Signature of Duty Authorized Officer or Principal required for this Credit Application to be processed)



CUSTOMER SERVICE: 888.860.7597 / fax 949.272.2459 / www.rudyprojectdealer.com

RUNNING AND CYCLING ENTERPRISES TERMS AND CONDITIONS



EXCLUSIVE DISTRIBUTORS OF
RUDY PROJECT

This contract and agreement is entered into and agreed upon by Running and Cycling Enterprises (known as R.A.C.E.) and the applicant as a corporation, professional corporation, partnership, or individual known as Account. The following terms, policies and conditions supersede all former price lists and catalogs covering these items. All prices and terms contained herein are subject to change without notice, and all orders are accepted subject to the prices and items in effect at the time of shipment.

Orders received are subject to the availability of product and orders may be returned or cancelled by R.A.C.E. at any time. R.A.C.E. hereby rejects any terms and conditions contained in Account's purchase orders or other business forms when Account's terms or conditions are inconsistent with those of R.A.C.E. All transactions shall be governed by California law.

A minimum order is required to open an account with R.A.C.E. Please speak to your R.A.C.E. sales representative.

All invoices are Net 30 Days from invoice unless order is written according to other terms. A service charge of 1.5% per month will be applied on all past due account balances. Payment shall be immediately due and payable if an Account becomes bankrupt or is deemed to be insolvent at any time by R.A.C.E. Account shall be liable for all R.A.C.E. attorneys' fees and costs incurred by R.A.C.E. resulting from payment default contrary to the terms of sale. R.A.C.E. may seize inventory towards payment of any account past 60 days.

SHIPMENT OF ORDERS

Significant care is taken in the preparation of orders for shipment. If any discrepancies are found, claims should be made immediately, as our responsibility ceases with the safe delivery to the carrier. Claims for damaged merchandise or shortages will be waived unless R.A.C.E. is notified in writing within 15 days of receipt of goods. All shipments are F.O.B. San Clemente, California. Shipping is the responsibility of the account.

INTERNET POLICY

Accounts must secure advance written authorization to promote, offer, or sell Rudy Project eyewear, helmets and any other Rudy Project products on the internet. Failure to do so may result in immediate closure of your account. Brick & Mortar Dealers must at a minimum maintain a fully stocked 12 piece order of Rudy Project sunglasses, goggles or frames in order to be considered for approval to sell over the internet. Advertising or promoting Rudy Project with internet publishers or search engines (a publisher is an entity or website such as Yahoo!, Google, MSN, etc. that displays advertisements) is strictly prohibited. Offering Rudy Project merchandise for sale in any online auction such as Ebay or third party online stores is strictly prohibited. R.A.C.E. reserves the right to inspect the premises of each Brick & Mortar Dealer seeking approval or renewal of the right to sell on the internet, and may require the submission of a digital photograph of the in office or store presentation of Rudy Project products demonstrating compliance with the foregoing. All pricing must comply with Rudy Project's MAP policy, and your web site must be reviewed and approved by the Company to ensure that the image and site demonstrates a premium image consistent with Rudy Project's premium brand image.

RETURNED GOODS POLICY

Accounts must secure in advance a return authorization number (RA#) to return merchandise for any reason (including warranty service) by calling our Customer Service Department at 888-860-7597 hit 2. Accounts must return merchandise for credit within 60 days of invoice date (excluding manufacturer defects). Returns made after 60 days require prior approval of your R.A.C.E. Sales Representative. Any model or color not listed in the current year's price list will not be accepted for credit. Close out merchandise and customized sunglasses are not returnable. Product returned must be in original, undamaged factory packaging. R.A.C.E. will charge any time and material required to re-package any products not received in original, undamaged factory packaging. Frames being returned for credit that have scratched lenses will be assessed a flat \$15.00 fee for each set of lenses needed. Returns should not be deducted from invoice payment until a credit memo is issued. All return merchandise shipments must be shipped in a traceable manner with delivery confirmation and boxes must bear the Return Authorization number provided by our Customer Service Department. If a package does not display the Return Authorization number, it will be refused. Please provide the following on all return requests: quantity, product item # and description of items you are returning, original invoice number and your R.A.C.E. account number, phone number and contact name. All returns must be sent to: Running and Cycling Enterprises / 1015 Calle Amanecer / San Clemente, CA 92673 / Attn: Returns.

LIMITED FRAME WARRANTY - 3 YEARS

Rudy Project sunglasses, helmets and ski goggles are warranted by R.A.C.E. for three years from date of purchase against defects in materials and/or workmanship. R.A.C.E. will replace or repair at our option, with proof of purchase, any Rudy Project sunglasses, helmets and/or ski goggles found to be defective during the warranty period. For this warranty to apply purchases must have been made in the United States, Canada or the Caribbean from an Authorized Rudy Project dealer found on our Dealer Locator at www.rudyprojectdealer.com and proof of purchase is required. Only authentic Rudy Project products will be warranted. This warranty shall not apply to any defects or damage caused by improper or unreasonable use of the products. Rudy Project lenses are not warranted against scratching, however, see RLG below. For Rx lens warranty refer to the Rudy Project 2019 Collection Catalog (for a copy call Customer Service or download on MyRUDY - www.rudyprojectdealer.com). All warranties that are implied by law are also limited for three (3) years from the date of purchase. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental damages, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

REPLACEMENT LENS GUARANTEE (RLG)

The RLG covers all RP Optics™ / non-Rx (Plano) lens damage (e.g., scratching) from use or activity on lenses for products that are in the current year's Product Catalog. Through Rudy Project's Replacement Lens Guarantee (RLG), consumers can opt to replace scratched RP Optics™ / non-Rx (Plano) lenses for a nominal shipping & handling fee of \$24.95 US (\$29.95 Canadian) directly through R.A.C.E. The RLG policy is subject to change without notification. Please contact R.A.C.E.'s Customer Service (888-860-7597 hit 2) for details on the RLG program including coverage and fees. To use the RLG, please send the lenses or entire sunglass product to: **Running and Cycling Enterprises / RLG / 1015 Calle Amanecer / San Clemente, CA 92673** in a protective box and include your name, address, phone number, e-mail, check, money order or credit card # and a brief description of "what's up". If you're just sending lenses, help us out with the sunglass/goggle model name and number. Please send all RLG packages in a traceable manner, R.A.C.E. is not responsible for lost mail.

MAP POLICY

In order to preserve Rudy Project's reputation for providing customers with high value quality products, Rudy Project has established a policy of Minimum Advertised Price (MAP) standards. This policy applies to all resellers to consumers in the United States. A copy of the MAP policy can be found on Rudy Project's intranet site, MyRudy and is incorporated herein by reference.

OTHER ITEMS

Displays are on loan to accounts and remain the property of R.A.C.E. All R.A.C.E. displays may only carry Authentic Rudy Project frames or the loaned displays are subject to repossession and account subject to closure.



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