

OPEN A RUDY PROJECT ACCOUNT TODAY!

LEADER IN PRESCRIPTION SPORTS EYEWEAR



Prescription for Sport.

- ✓ **A Sport Rx Option for Every Patient Regardless of Budget.**
- ✓ **On Staff Specialists to Help with Your Rx Solutions. Rudy University & Webinars -**
Customized staff education and training programs available.
- ✓ **Full Scratch Warranty -** Included with Rudy's Rx Replacement Lens Guarantee.¹
- ✓ **Seven (7) Day Turn-Around.**
- ✓ **Free Gift With Purchase & Other Proven Sell-Through Programs**
- ✓ **Online Rx Order Entry -** Place your Rudy Rx orders online 24/7 (single vision only.)
- ✓ **Comprehensive Rx Catalog & Simplified Price List -**
Contains everything you need to dispense Rudy Rx Eyewear with confidence & ease.
- ✓ **Family Business Catering to Independent Opticians and Practices. You Are Not a Number at**
- ✓ **Rudy. Convenient & Profitable Starter Kits Available**
- ✓ **Learning Tutorials and Training Tools through Rudy University**
- ✓ **Discover More at www.rudyprojectdealer.com**

(1) Covers scratching, pitting & chipping for a period of one year.



EXCLUSIVE DISTRIBUTORS OF RUDY PROJECT



1015 Calle Amanecer
 San Clemente, California 92673
 ph 888.860.7597 | fax 800.272.5118
 www.rudyprojectdealer.com

RUDY PROJECT INTERNET POLICY

Rudy Project North America (Rudy Project) has established very specific guidelines for the sale of its products on the internet. Only Brick & Mortar Dealers will be authorized to sell over the internet. As an Authorized Rudy Project Dealer, you may be authorized to sell Rudy products on the internet if you agree to comply fully with the policy set forth below. Authorization to sell on line must be renewed yearly and may not be automatically renewed or granted.

- Brick & Mortar Dealers must at a minimum maintain a fully stocked 12 piece display of Rudy Project sunglasses, goggles or frames in order to be considered for approval to sell over the internet and remain authorized to sell over the internet.
- 1. 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.
- 2. Offering Rudy Project merchandise for sale in any online auction such as Ebay or third party online stores is strictly prohibited.
- 3. Offering Rudy Project Merchandise or advertising or allowing “spiders” to advertise or capture information on web sites other than the Dealers own URL is strictly prohibited. In other words, creating stores on Amazon or Yahoo or any other site other than the stores proper web site / url is strictly prohibited. IN addition, advertising or having the site spidered on third party sites such as Google Products, winbuyer, buycheapr, shoppingedge, dealtime, pricegrabber, etc or similar sites is strictly prohibited. It is the responsibility of the Dealer to block the site from spiders.
- 4. Rudy Project reserves the right to inspect the premises of each Brick & Mortar/Internet Dealer seeking approval or renewal of the right to sell on the internet, and will require the submission of a digital photograph of the in office or store presentation of Rudy Project demonstrating compliance with the foregoing.
- 5. All pricing of Dealers selling over the internet must comply with Rudy Project’s Unilateral pricing 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.
- 6. By your signature below, you agree to comply with the foregoing terms and conditions. You acknowledge further that Rudy Project reserves the right to revoke your ability to sell Rudy Project products on the internet if it receives evidence of non-compliance. Please complete this form and fax it back to 800-272-5118 for approval.

ACCT Name: _____ ACCT#: _____ ACCT Phone #: _____

Web Site Address (for review): _____ ACCT Email: _____

Account Address: _____ By (Print Name): _____

Signature: _____ Date: _____ INTERNAL USE ONLY: ACCEPTED or REJECTED (circle one)

BY: _____ Initials: _____



EXCLUSIVE DISTRIBUTORS OF RUDY PROJECT



CREDIT APPLICATION

1015 Calle Amanecer
San Clemente, California 92673
ph: 888.860.7597 | fax 800.272.5118
www.rudyprojectdealer.com

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 _____
D&B # _____ 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 _____ Phone _____ Checking Account# _____
Address _____ City _____ State _____ Zip _____
Credit Card# _____ Exp. Date _____ CVC Code _____
Name on Card _____ Billing Zip Code _____

TRADE REFERENCES

1. Supplier _____ Phone _____ Account# _____
Address _____ City _____ State _____ Zip _____
2. Supplier _____ Phone _____ Account# _____
Address _____ City _____ State _____ Zip _____
3. Supplier _____ Phone _____ Account# _____
Address _____ City _____ State _____ Zip _____

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)

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 Running and Cycling Enterprises™ at any time. Running and Cycling Enterprises 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 Running and Cycling Enterprises. All transactions shall be governed by California law.

A minimum order is required to open an account with Running and Cycling Enterprises. Please speak to your Running and Cycling Enterprises 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 Running and Cycling Enterprises. Account shall be liable for all Running and Cycling Enterprises attorneys' fees and costs incurred by Running and Cycling Enterprises resulting from payment default contrary to the terms of sale. Running and Cycling Enterprises 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 Running and Cycling Enterprises 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. Authorization to sell on line must be renewed yearly and may not be automatically renewed or granted. 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 will 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 Unilateral Pricing 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. Running and Cycling Enterprises 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 2018 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.

UNILATERAL PRICING POLICY

The Unilateral Pricing Policy of Rudy Project North America with respect to its dealings with dealers. In order to protect and promote the premium image of its brand and the integrity of its retail and dealer networks, Rudy Project will decline to deal with or open any dealer that advertises, promotes, or sells Rudy Project Eyewear and/or other products (excluding helmets) to its customers at prices below Rudy Project's suggested retail prices. These minimum prices are subject to change at the discretion of Rudy Project. When the change in Rudy Project's suggested retail price occurs, all dealers will be notified. In the event that Rudy Project becomes aware that a dealer has lowered its price, it will, upon verification acceptable to the Company, cease selling to that dealer and may take possible legal action to recoup any damages the discounting may have on Rudy Project's brand equity or sales. The foregoing is a statement of the Unilateral Pricing Policy of Rudy Project and expresses the terms upon which Rudy Project will deal with you. Rudy Project does not seek, nor will it accept, any agreement or understanding with you or anyone else with respect to prices presently being charged or to be charged in the future.

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.

