



****PLEASE FAX OR EMAIL YOUR RESALE CERTIFICATE WITH YOUR APPLICATION****

NEW ACCOUNT APPLICATION/ACCOUNT UPDATE FORM

Date _____

New Account _____
Update _____

Legal Company Name _____

Trade Name _____ Date Business Began _____

Street _____ Annual Sales _____

City, State _____ Zip _____ Business Net Worth _____

Phone # _____ Fax # _____ DUNS # _____

Cell Phone # _____ E-mail Address _____

Would you like to be listed on our WEINBRENNERUSA Website Dealer Locator: _____ Yes _____ No

How would you like to be linked to our Dealer Locator: _____ Website Address _____ Email Address _____

Business is: Location is: Building is:
__ Corporation __ Downtown __ Owned
__ Partnership __ Rural __ Rented
__ Individual __ Residence __ Leased
__ LLC

Check if:
__ You have ever declared bankruptcy
__ A company that you have had ownership in
has ever declared bankruptcy

Federal ID # _____
Social Security # _____
__ You have any pending lawsuits against you
or your company

NAME OF OFFICERS AND/OR PARTNERS AND/OR MEMBERS AND/OR OWNERS

	Name/Title	Home Address	Home Phone #
1	_____	_____	_____
2	_____	_____	_____

NAME OF BANK WHERE PRIMARY ACCOUNT IS MAINTAINED

Name _____ Branch _____ Phone _____
Street _____ Acct Name _____ Acct # _____
City, State _____ Zip _____ Contact Name _____

Applicant submits for consideration by Weinbrenner Shoe Company, Inc. ("Thorogood") the above information to establish a credit account and to become a Dealer offering Thorogood products for retail sale. Interest will be charged monthly at a rate of 1.5% on all amounts past due more than 30 days. Applicant agrees to pay all costs of collection and attorney fees should such action be necessary due to non-payment of amount owed. Applicant authorizes Thorogood to make an inquiry to the financial institution list above for the purpose of extending credit. Applicant understands that Thorogood has a MAP (Minimum Advertised Price) policy that applies to all dealers, and Applicant acknowledges that it has received a copy of it. Applicant hereby agrees to comply with the Sale Terms and Policies Applicable to Dealers listed on pages 2-4 of this application.

(Authorized Signature) _____ Title _____
(Print Signer's Name) _____ (Salesman) _____



TRADE REFERENCES (Four Required)

_____ Brown Shoe	_____ Fechheimer Bros	_____ SanMar
_____ Carhartt	_____ Hi Tec Sports	_____ San Antonio Shoe
_____ Carolina Shoe/HH Brown	_____ Justin Brands	_____ Ariat
_____ Columbia	_____ NAFECO	_____ Atlanco

Name _____	Name _____
Street _____	Street _____
City, State _____ Zip _____	City, State _____ Zip _____
Phone# _____ Traded Since _____	Phone # _____ Traded Since _____
Email _____ Acct# _____	Email# _____ Acct# _____

REQUESTED CREDIT LIMIT

_____ \$5,000 _____ \$10,000 _____ \$15,000 _____ \$25,000+ _____ Other

A current financial statement is required for customers requesting an open account.

PREFERRED SHIPPING METHOD _____ Ship & Cancel _____ Ship & Backorder

_____ UPS Ground _____ FedEx Ground Other _____

Direct Bill Shipping Number: _____

***** **YOUR COMPANY LISTINGS** (Must be filled out!)*****

Would you prefer to receive correspondence via email? ___ Y ___ N

Corporate: Email _____
 Name: _____ (____) _____ ext. _____

A/P: Email _____
 *Invoice Email _____

Name: _____ (____) _____ ext. _____
 *Required – Invoices will be emailed to this email address

Receiving: Email _____
 Name: _____ (____) _____ ext. _____

Purchasing: Email _____
 Name: _____ (____) _____ ext. _____

Dealer Locator Web Address: _____

Dealer Locator Email Contact: _____



SALE TERMS AND POLICIES APPLICABLE TO DEALERS:

- Net 60 days. F.O.B. Merrill, Wisconsin
- Small order charge 1-4 pair: \$5.00 per order (Fee waived if order is placed through Thorogood's website.)
- Drop ship charge - 4 pair or less: \$5.00 per order
- Freight: Pre-paid on 12 pairs
- Minimum opening order: \$3,000 of product at dealer prices.
- A "full stocking dealer" must order a minimum of \$3,000 in product at dealer prices to open an account. In order to maintain an open account, a full stocking dealer must annually order at least \$3,000 in product at dealer prices.
- Prices and/or specifications and materials are subject to change without notice.
- CLAIMS FOR SHORTAGES ARE THE RESPONSIBILITY OF THE CONSIGNEE IN ACCORDANCE WITH THE INTERSTATE COMMERCE COMMISSION RULES COVERING SHIPMENTS ON AN F.O.B. BASIS ALL CLAIMS MUST BE MADE WITHIN 30 DAYS AFTER RECEIPT OF MERCHANDISE.
- Thorogood reserves the right to reject any order for any reason.
- Dealer agrees **NOT** to offer for sale Thorogood's own branded products (the "Products") on any website or to fulfill Dealer's sales of Products through any website without the prior written consent of Thorogood and execution of the Thorogood Online Dealer Agreement.
- Dealer shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of Thorogood.
- Dealer acknowledges that access to one Thorogood division's product line does **NOT** grant Dealer access to any other Thorogood division's product line. A Dealer account's purchasing power within a division may only be granted by the Divisional Vice President.
- Dealer's authorized sales territory is designated as locations within the United States only.
- The end user of the Product(s) is the only permitted consumer for Product sales. Third party sales without prior written permission from Thorogood are strictly prohibited, are considered a material breach of this agreement and may result in Thorogood's termination of the business relationship with Dealer.
- Dealers must familiarize themselves with the special features of the Thorogood Products kept in inventory and obtain sufficient product knowledge to advise their end-user customers on how to care for Thorogood Products properly. Dealers must make themselves available to respond to customer questions and concerns both before and after sale of Thorogood Products.

THOROGOOD RETURNED GOODS POLICY

Inspection Requirement- Thorogood is committed to quality. Upon receipt of Products from Thorogood, Dealer shall inspect the Products for damage and defects. Products that are damaged or otherwise defective must be removed from inventory and either returned to Thorogood or repaired prior to being offered for sale to end-user customers.

Defective Merchandise- No written permission is required for Dealer's return of up to 6 pair of defective merchandise. Please contact Customer Service for returns over 6 pair. Credit will be issued on footwear with defective workmanship or materials. Credit may be prorated based on the general condition and length of wear. If footwear has been abused, cut, punctured, scraped or used for unintended purposes, the policy is not in force. **WE DO NOT ACCEPT RETURNED FOOTWEAR DIRECTLY FROM THE CONSUMER.** When a defect is minor, eyelet, hook, D-Ring, or rivet replacement, seam stitching, sole or heel reattachment, etc., your customer may be happy with a quick and inexpensive repair. Thorogood will reimburse dealers up to \$15.00/pair for such repairs done at a local shoe repair shop. Send a paid receipt to Thorogood Customer Service for reimbursement/credit.

Non-Defective Merchandise- Prior written permission is required on any return of non-defective merchandise. Contact your sales representative.

BID POLICY

1. An account must be an existing full stocking dealer in good credit standing in order to bid Thorogood products.
2. Thorogood will only drop ship product within the states in which the dealer has a local retail presence unless Thorogood prior approval is granted in writing.
3. Thorogood has the right to determine whether a dealer has a "local retail presence" on any bid.



PRODUCT USE AND DIVERSION POLICY

We at Thorogood take our Product Use and Diversion Policy seriously. We believe that the policy benefits us, our authorized dealers and the brand image of our Thorogood® products (the “Products”). According to the Policy, you and your affiliates:

- May not ship any Products to customers outside the United States without obtaining Thorogood’s prior written consent.
- Are permitted to sell the Products solely and directly to the end-user customers of your retail outlet.
- May not sell the Products on or through the Internet in any manner without first obtaining a signed Thorogood Online Dealer Agreement.
- May not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.
- May not sell the Products to anyone who you reasonably believe intends to re-sell the Products to other parties without our prior written consent.
- Are discouraged from selling the Products at any price other than Thorogood’s suggested retail prices.
- Must ensure that all of your promotional materials adhere to Thorogood’s branding guidelines.
- Must follow Thorogood’s Sale Terms and Policies.
- Prior to each sale of the Products, must make available to each end-user consumer purchaser of the Products a copy of the Thorogood Limited Warranty.