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M E N ' S
F O O T W E A R

12.1 MEN'S TECH PAGE



NIKE LUNAR CONTROL 4

- LIGHTWEIGHT TECHNICAL MICROFIBER UPPER.
- DYNAMIC FLYWIRE PROVIDES ADAPTIVE FIT AND TARGETED LATERAL SUPPORT.
- CARBON FIBER COMPOSITE SHANK FOR MIDFOOT STABILITY.
- CONTROL PLATFORM OUTSOLE.
- LUNARLON CUSHIONING FOR UNDERFOOT COMFORT.
- 2 YEAR WATERPROOF WARRANTY.
- STYLE #819037



3.1 MEN'S TECH PAGE



NIKE FLYKNIT CHUKKA

- NIKE FLYKNIT UPPER PROVIDES GREAT LIGHTWEIGHT FIT AND TUNED SUPPORT.
- NIKE SKIN PROVIDES WATER RESISTANCE.
- DYNAMIC FLYWIRE FOR MIDFOOT SUPPORT.
- FREE INSPIRED OUTSOLE.
- STYLE #819009



704884	NIKE TW '15		W00521	\$250.00
002	NEUTRAL	◀	1/1	
001	BLACK	◀	1/1	
400	MIDNIGHT NAVY/PHOTO BLUE/BLACK	◀	1/1	
704885	NIKE TW '15 (W)		W00521	\$250.00
002	NEUTRAL	◀	1/1	
001	BLACK	◀	1/1	

Tiger Woods signature model equipped with game-changing innovations providing freedom of movement and ultimate stability with mobility.

UPPER: Nike proprietary upper technology allows 360 degrees of adaptive fit. 2-year waterproof.

MIDSOLE: Lightweight Phylon midsole.

OUTSOLE: Golf specific Free Inspired outsole provides more freedom of movement releasing more power through the golf swing.

7-12, 13, 14, 15 (Wide: 7.5-12, 13)



776111	NIKE FI IMPACT 2		W0058	\$170.00
002	BLACK/WHITE/ANTHRACITE/COOL GREY	◀	1/1	
001	WOLF GREY/PURE PLATINUM/DARK GREY/BLACK	◀	1/1	
400	PHOTO BLUE/SUMMIT WHITE/DEEP ROYAL BLUE/BLACK	◀	1/1	
600	NEW BRIGHT CRIMSON/WHITE/TEAM RED/BLACK		1/1	
776114	NIKE FI IMPACT 2 (W)		W0058	\$170.00
002	BLACK/WHITE/ANTHRACITE/COOL GREY	◀	1/1	
001	WOLF GREY/PURE PLATINUM/DARK GREY/BLACK	◀	1/1	

PROFILE: Waterproof, lightweight, Free Inspired performance golf shoe.

UPPER: Ripstop mesh with TPU overlays and dynamic Fit system. 1-year waterproof.

MIDSOLE: Free Inspired flexible, lightweight phylon midsole.

OUTSOLE: Rubber Integrated Traction.

7-12, 13, 14, (Wide: 7.5-12, 13)



776121	NIKE FI BERMUDA		W0007	\$140.00
002	BLACK/WHITE/WHITE	◀	1/1	
003	PURE PLATINUM/ANTHRACITE/WHITE	◀	1/1	
401	NEW MIDNIGHT NAVY/BRIGHT CRIMSON/DARK OBSIDIAN/WHITE		3/1	
100	NEW WHITE/OMEGA BLUE/BLACK		5/1	
776122	NIKE FI BERMUDA (W)		W0007	\$140.00
002	BLACK/WHITE/WHITE	◀	1/1	
003	PURE PLATINUM/WHITE/ANTHRACITE	◀	1/1	

PROFILE: LIGHTWEIGHT, BREATHABLE, FREE INSPIRED SUMMER GOLF SHOE

UPPER: ENGINEERED MESH PROVIDES BOTH VENTILATION AND SUPPORT

MIDSOLE: FREE INSPIRED, FLEXIBLE, LIGHTWEIGHT PHYLON MIDSOLE

OUTSOLE: FLEX GROOVES AND RUBBER INTEGRATED TRACTION

7-12, 13, 14, 15 (Wide: 7.5-12, 13)



NEW

FLYWIRE

LUNARLON

2
YEAR

819037	NIKE LUNAR CONTROL 4	W00501	\$210.00
001	BLACK/BLACK/WHITE	12/1	
101	WHITE/WOLF GREY/WHITE/BLACK	12/1	
100	WHITE/BRIGHT CRIMSON/BLACK	12/1	
400	MIDNIGHT NAVY/PHOTO BLUE/WHITE/WHITE	3/1	
002	WOLF GREY/BETA BLUE/WHITE/BLACK	5/1	
819036	NIKE LUNAR CONTROL 4 (W)	W00501	\$210.00
001	BLACK/BLACK/WHITE	1/1	
101	WHITE/WOLF GREY/BLACK	1/1	
100	WHITE/BRIGHT CRIMSON/BLACK	1/1	

PROFILE: The ultimate control shoes that provides stability, comfort as well as a modern look.

UPPER: Lightweight premium microfiber with new TPU asymmetrical external heel counter ~ 2-year waterproof

MIDSOLE: Ultra light full-length Lunarlon cushioning for lighter, more responsive cushioning

OUTSOLE: Technical TPU and composite carbon fiber midfoot shank for lower, lighter, more stable control

7-12,13,14,15 (Wide: 7-12, 13)



FLYWIRE

LUNARLON

1
YEAR

704427	NIKE LUNAR COMMAND	W0057	\$150.00
001	BLACK/COOL GREY/MTLC COOL GREY	◀ 1/1	
103	NEW WHITE/UNIVERSITY RED/BLACK	1/1	
102	WHITE/BLACK/MTLC COOL GREY	◀ 1/1	
006	NEW PURE PLATINUM/MIDNIGHT NAVY/PHOTO BLUE/WHITE	3/1	
005	NEW PURE PLATINUM/COOL GREY/ANTHRACITE/VIVID ORANGE	5/1	
704428	NIKE LUNAR COMMAND (W)	W0057	\$150.00
001	BLACK/COOL GREY/MTLC COOL GREY	◀ 1/1	
102	WHITE/BLACK/MTLC COOL GREY	◀ 1/1	

Great lightweight performance golf shoe for all day comfort.

UPPER: Technical microfiber leather and Flywire technology infused midfoot support for great control. 1-year waterproof.

MIDSOLE: Heel Lunarlon with Phylon carrier for all day lightweight comfort and control.

OUTSOLE: Rubber outsole with flex grooves and replaceable spikes for lower to the ground traction and control.

7-12, 13, 14, 15 (Wide: 7.5-12, 13)



NEW



1 YEAR

818728	NIKE AIR RIVAL 4	W0005	\$100.00
001	BLACK/BLACK/WHITE	1/1	
100	WHITE/PURE PLATINUM/MTLC COOL GREY	1/1	
101	WHITE/UNIVERSITY RED/WOLF GREY/METALLIC SILVER	1/1	
003	WOLF GREY/RACER BLUE/WHITE	1/1	
002	PURE PLATINUM/COOL GREY/WHITE/VIVID ORANGE	5/1	
818729	NIKE AIR RIVAL 4 (W)	W0005	\$100.00
001	BLACK/BLACK/WHITE	1/1	
100	WHITE/PURE PLATINUM/MTLC COOL GREY	1/1	
003	WOLF GREY/RACER BLUE/WHITE	1/1	
101	WHITE/UNIVERSITY RED/WOLF GREY/METALLIC SILVER	1/1	

PROFILE: Lightweight, athletic golf shoe with spikes
 UPPER: Synthetic leather ~ 1 year waterproof
 MIDSOLE: Encapsulated Nike Encapsulated Air heel unit surrounded by lightweight Phylon
 OUTSOLE: Combination of rubber and replacement Scorpion Stinger Tri-LOK spikes
 7-12,13,14,15 (Wide: 7-12, 13)



LUNARLON

704694	NIKE EXPLORER SL	W0034	\$85.00
001	BLACK/COOL GREY/METALLIC SILVER	1/1	
100	WHITE/PURE PLATINUM/BLACK	1/1	
102	NEW WHITE/OBSIDIAN/BRIGHT CRIMSON	1/1	
004	PURE PLATINUM/PHOTO BLUE/BLACK	1/1	
006	NEW PURE PLATINUM/COOL GREY/RAGE GREEN	3/1	
704696	NIKE EXPLORER SL (W)	W0034	\$85.00
001	BLACK/COOL GREY/METALLIC SILVER	1/1	
100	WHITE/PURE PLATINUM/BLACK	1/1	
102	NEW WHITE/OBSIDIAN/BRIGHT CRIMSON	1/1	

Athletic, low-profile, Interated Traction golf shoe.
 UPPER: Mid-foot webbing system for added support. Water resistant.
 MIDSOLE: Lightweight Phylon midsole.
 OUTSOLE: Rubber Integrated Traction.
 7-12, 13, 14, 15 (Wide: 7.5-12, 13)



FLYWIRE

LUNARLON

2 YEAR

776108	NIKE LUNAR BANDON 3	W0059	\$190.00
001	BLACK/WHITE/COPA/DARK GREY	1/1	
776110	NIKE LUNAR BANDON 3 (W)	W0059	\$190.00
001	BLACK/WHITE/COPA/DARK GREY	1/1	

PROFILE: New and better all condition golf shoes provides water protection and traction.
 UPPER: Lightweight upper with 2 year waterproof shroud on upper. Dynamic Flywire technology provides midfoot lockdown.
 MIDSOLE: Lightweight lunarlon cushioning technology
 OUTSOLE: Solidrubber + forefoot TPU plate with spikes
 7-12, 13, 14, 15 (Wide: 7.5-12, 13)



NEW

819009	NIKE FLYKNIT CHUKKA	W00511	\$230.00
001	BLACK/WHITE	3/1	
400	RACER BLUE/UNIVERSITY BLUE/GREEN STRIKE/WHITE	3/1	

FLY WIRE

LUNARLON

PROFILE: Nike's latest upper technology Nike Flyknit provides lightweight support and superior fit with styling.

UPPER: Nike Flyknit upper integrating with Nike Dynamic Flywire.

MIDSOLE: Free Inspired, flexible, lightweight Phylon midsole.

OUTSOLE: Flex grooves and rubber traction pods.

7-12,13,14



001



400



NEW

652780	NIKE LUNARWAVERLY	W0009	\$180.00
102	WHITE/GUM YELLOW/MIDNIGHT NAVY	1/1	
005	LIGHT BONE/DUST/WHITE/UNIVERSITY RED	1/1	

FLY WIRE

LUNARLON

1 YEAR

652781 NIKE LUNARWAVERLY (W) W0009 **\$180.00**

102	WHITE/GUM YELLOW/MIDNIGHT NAVY	1/1	
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Premium crafted upper with classic Nike DNA and styling.

UPPER: Rich full-grain waterproof leather. Dynamic Flywire midfoot support . 1-year waterproof.

MIDSOLE: Full-length Lunarlon cushioning.

OUTSOLE: Integrated Traction featuring classic Nike Waffle lugs.

7-12, 13, 14 (Wide: 7-12, 13, 14)



102



005



LUNARLON

652530	NIKE LUNAR MONT ROYAL	W0056	\$130.00
005	BLACK/WHITE/PINK POW/BLACK	◀ 1/1	
102	WHITE/WHITE/WHITE	◀ 1/1	
004	WOLF GREY/ANTHRACITE	◀ 1/1	

Classic Nike heritage upper adapted for golfing with style.

UPPER: Combination of synthetic leather and mesh. Water resistant.

MIDSOLE: Nike lightweight Lunarlon cushioning in the heel.

OUTSOLE: Integrated Traction featuring classic Nike Waffle lugs.

7-12, 13, 14



005



102



004



NEW

818734	NIKE CONTROL JR	W0053	\$70.00
100	WHITE/BRIGHT CRIMSON/METALLIC SILVER	1/1	
001	BLACK/WHITE	1/1	

PROFILE: Inspired by adult Lunar Control franchise, Nike Control Jr. provides lightweight cushioning and stability for future golf athletes.

UPPER: Lightweight synthetic leather upper

MIDSOLE: Full length Phylon midsole

OUTSOLE: Solid rubber Integrated Traction outsole

WHOLE SIZES ONLY: 1Y - 7Y



100



001



652731	NIKE VT JR		W0053	\$70.00
001	PURE PLATINUM/SAIL/ACTION RED	◀	1/1	
002	BLACK/VOLT/WHITE	◀	1/1	

Fun shoe that looks great on the course or on the playground.

UPPER: Protective synthetic leather with lace webbing and bold color pops.

MIDSOLE: Lightweight Phylon midsole.

OUTSOLE: Versatile rubber cupsole with rugged Waffle patterned lugs.

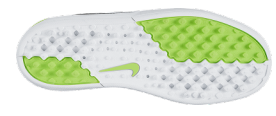
WHOLE SIZES ONLY: 1Y - 7Y



001



002



W O M E N ' S
F O O T W E A R

12.1 WOMEN'S TECH PAGE



NIKE LUNAR CONTROL 4

- LIGHTWEIGHT TECHNICAL MICROFIBER UPPER.
- DYNAMIC FLYWIRE PROVIDES ADAPTIVE FIT AND TARGETED LATERAL SUPPORT.
- CARBON FIBER COMPOSITE SHANK FOR MIDFOOT STABILITY.
- CONTROL PLATFORM OUTSOLE.
- STYLE #819034



3.1 WOMEN'S TECH PAGE



NIKE FLYKNIT CHUKKA

- NIKE FLYKNIT UPPER PROVIDES GREAT LIGHTWEIGHT FIT AND TUNED SUPPORT.
- NIKE SKIN PROVIDES WATER RESISTANCE.
- DYNAMIC FLYWIRE FOR MIDFOOT SUPPORT.
- FREE INSPIRED OUTSOLE.
- STYLE #819006





776093	WMNS NIKE FI IMPACT 2	W0058	\$170.00
002	BLACK/WHITE/MTLC COOL GREY	1/1	
100	WHITE/PURE PLATINUM/BRIGHT CRIMSON/METALLIC SILVER	1/1	
400	NEW DEEP ROYAL BLUE/MIDNIGHT NAVY/BRIGHT CRIMSON/WHITE	3/1	
102	NEW WHITE/BRIGHT CRIMSON/UNIVERSITY RED/MIDNIGHT NAVY	1/1	
101	NEW WHITE/VIVID ORANGE/HYPER PINK	5/1	
776094	WMNS NIKE FI IMPACT 2 (W)	W0058	\$170.00
100	WHITE/PURE PLATINUM/BRIGHT CRIMSON/METALLIC SILVER	1/1	



PROFILE: Waterproof, lightweight, Free Inspired golf shoe.

UPPER: Stretch synthetic and textile upper with Nike dynamic fit system. 1-year waterproof.

MIDSOLE: Free Inspired, flexible, lightweight phylon midsole.

OUTSOLE: Flex grooves and rubber Integrated Traction.

5-11, 12 (Wide: 6-10)

776089	WMNS NIKE FI BERMUDA	W0007	\$140.00
001	BLACK/WHITE	1/1	
100	WHITE/WOLF GREY	1/1	
601	BRIGHT CRIMSON/HYPER ORANGE/MIDNIGHT NAVY/COPA	1/1	
400	NEW MIDNIGHT NAVY/CHALK BLUE/BRIGHT CRIMSON/WHITE	3/1	
500	NEW COSMIC PURPLE/WHITE/VIVID ORANGE	5/1	
776090	WMNS NIKE FI BERMUDA (W)	W0007	\$140.00
001	BLACK/WHITE	1/1	
100	WHITE/WOLF GREY	1/1	



PROFILE: Lightweight, breathable, Free Inspired summer golf shoe.

UPPER: Engineered mesh provides both ventilation and support.

MIDSOLE: Free Inspired, flexible, lightweight phylon midsole.

OUTSOLE: Flex grooves and rubber integrated traction.

5-11 (Wide: 6-10)



LUNARLON

FLYW

IRE

819034	WMNS NIKE LUNAR CONTROL 4	W00501	\$210.00
001	BLACK/WOLF GREY/WHITE	12/1	
101	WHITE/WOLF GREY/BLACK	12/1	
002	PURE PLATINUM/BRIGHT CRIMSON/MIDNIGHT NAVY	12/1	
100	WHITE/COSMIC PURPLE/ANTHRACITE	5/1	
819035	WMNS NIKE LUNARCONTROL 4 (W)	W00501	\$210.00
101	WHITE/BLACK/WOLF GREY	12/1	



PROFILE: The ultimate control shoes that provides stability, comfort as well as a modern look.

UPPER: Lightweight premium microfiber with new TPU asymmetrical external heel counter ~ 2-year waterproof

MIDSOLE: Ultra light full-length Lunarlon cushioning for lighter, more responsive cushioning

OUTSOLE: Technical TPU and composite carbon fiber midfoot shank for lower, lighter, more stable control

5-11,12 (Wide: 6-10)

NEW

1 YEAR

LUNARLON

FLYWIRE

819040	WMNS NIKE LUNAR EMPRESS 2	W0057	\$150.00
001	BLACK/WHITE/METALLIC SILVER	1/1	
100	WHITE/COOL GREY/ANTHRACITE	1/1	
101	WHITE/BRIGHT CRIMSON/FIERCE PURPLE/BLACK	1/1	
002	PURE PLATINUM/COSMIC PURPLE/DIGITAL PINK/WHITE	5/1	
819041	WMNS NIKE LUNAR EMPRESS 2 (W)	W0057	\$150.00
100	WHITE/COOL GREY/ANTHRACITE	1/1	



PROFILE: MODERN CRAFT DESIGN BLENDED WITH LIGHTWEIGHT COMFORT AND STABILITY
 UPPER: NO-SEW TEXTILE UPPER AND DYNAMIC FLYWIRE SUPPORT. 1 YEAR WATERPROOF
 MIDSOLE: FULL-LENGTH LUNARLON CUSHIONING
 OUTSOLE: PHYLON AND RUBBER INTEGRATED TRACTION
 5-11 (Wide: 6-10)

NEW

818732	WMNS NIKE AKAMAI	56	\$110.00
001	BLACK/WHITE/PURE PLATINUM/DARK GREY	4/1	
101	WHITE/PURE PLATINUM/METALLIC SILVER	4/1	
002	PURE PLATINUM/STEALTH/PINK BLAST/MTLC COOL GREY	4/1	
100	SUMMIT WHITE/COSMIC PURPLE/TOTAL CRIMSON/WOLF GREY	5/1	
818733	WMNS NIKE AKAMAI (W)	56	\$110.00
001	BLACK/WHITE/PURE PLATINUM/DARK GREY	4/1	
101	WHITE/PURE PLATINUM/METALLIC SILVER	4/1	



PROFILE: This product provides comfort and perceived value with sporty styling.
 UPPER: Lightweight synthetic leather and textile.
 MIDSOLE: Full length Lunarlon cushioning
 OUTSOLE: Phylon and rubber Integrated Traction
 5-11 (Wide: 6-10)

LUNARLON

628539	WMNS NIKE LUNAR SUMMERLITE 2	W0005	\$100.00
001	BLACK/DARK GREY/MTLC DARK GREY/WHITE	1/1	
002	PURE PLATINUM/WHITE/DARK GREY/COOL GREY	1/1	
003	NEW PURE PLATINUM/BRIGHT CRIMSON/BLACK	1/1	
402	NEW CHALK BLUE/MIDNIGHT NAVY/WHITE	1/1	
628541	WMNS NIKE LUNAR SUMMERLITE 2 (W)	W0005	\$100.00
001	BLACK/DARK GREY/MTLC DARK GREY/WHITE	1/1	
002	PURE PLATINUM/WHITE/DARK GREY/COOL GREY	1/1	



The ultimate summer shoe with lightweight cushioning and breathable mesh upper.
 UPPER: Breathable mesh with TPU support.
 MIDSOLE: Full-length Lunarlon cushioning.
 OUTSOLE: Phylon and rubber Integrated Traction.
 5-11 (Wide: 6-10)

651997	WMNS NIKE DELIGHT V	W0034	\$85.00
001	BLACK/HYPER TURQ/WHITE	◀	1/1
100	WHITE/PURE PLATINUM/BLACK	◀	1/1
102	WHITE/PURE PLATINUM/HYPER PINK	◀	1/1
652116	WMNS NIKE DELIGHT V (W)	W0034	\$85.00
001	BLACK/HYPER TURQ/WHITE	◀	1/1
100	WHITE/PURE PLATINUM/BLACK	◀	1/1

Strong blend of cushioning, performance and stability.
 UPPER: Water-resistant synthetic upper with sporty design aesthetic.
 MIDSOLE: Full-length Phylon.
 OUTSOLE: Integrated rubber spike system.
 5-11 (Wide: 6-10)



NEW

LUNARLON

FLYWIRE

819006	WMNS NIKE FLYKNIT CHUKKA	W00511	\$230.00
001	BLACK/WHITE		3/1
600	PINK POW/BLACK/WHITE		3/1

PROFILE: Nike's latest upper technology Nike Flyknit provides lightweight support and superior fit with styling.
 UPPER: Nike Flyknit upper integrating with Nike Dynamic Flywire.
 MIDSOLE: Free Inspired, flexible, lightweight Phylon midsole.
 OUTSOLE: Flex grooves and rubber traction pods.
 6-11



NEW

1 YEAR

818730	WMNS NIKE BLAZER	W0059	\$190.00
100	WHITE/BLACK		2/1
400	MIDNIGHT NAVY/WHITE		2/1

PROFILE: Nike's Classic silhouette, Nike Blazer, inspired on-course performance and off course versatile golf shoes.
 UPPER: 1 year waterproof leather upper.
 MIDSOLE: Free Inspired, flexible, lightweight Phylon midsole.
 OUTSOLE: Flex grooves and rubber traction pods.
 5-11



NEW

704425	WMNS NIKE LUNAR BRUIN	56	\$110.00
100	WHITE/PURE PLATINUM/WHITE		1/1
401	DEEP ROYAL BLUE/BRIGHT CRIMSON/SAIL		1/1

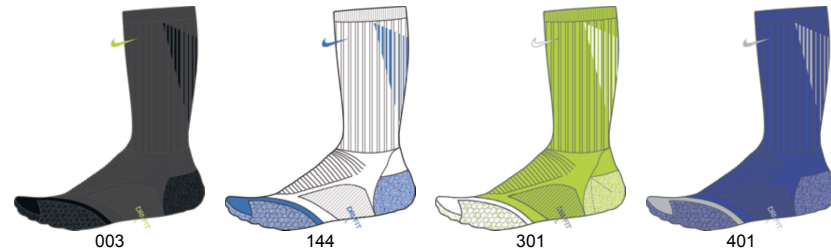
Classic, Nike-inspired look and supreme cushioning make this a versatile golf shoe for on-course performance and off-course wear.
 UPPER: Protected suede and canvas upper. Water resistant.
 MIDSOLE: Full-length Lunarlon drop-in sockliner.
 OUTSOLE: Pressure mapped rubber traction lugs.
 5-11



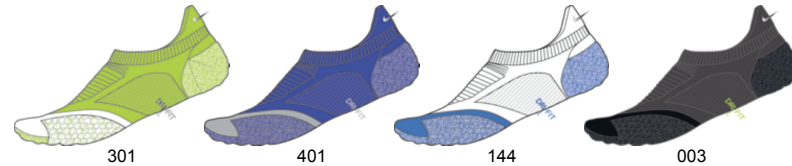
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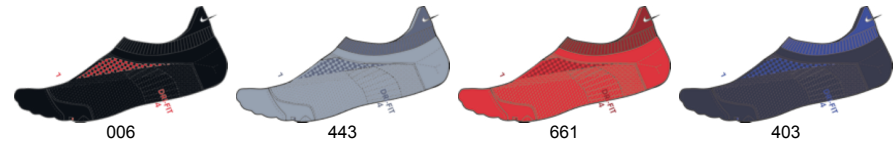
SG0642	NIKE GOLF ELITE CUSHION CREW	W008	\$16.00
003	ANTHRACITE/BLACK/VOLTAGE GREEN	1/1	
144	WHITE/PHOTO BLUE/PHOTO BLUE	1/1	
301	VOLTAGE GREEN/WHITE/WHITE	1/1	
401	HYPER COBALT/WOLF GREY/WOLF GREY	1/1	
72% NYLON 24% POLYESTER 4% SPANDEX			
4-5.5, 6-7.5, 8-9.5, 10-11.5, 12-13.5, 14-16 Order units: 6			

**NEW**

SG0643	NIKE GOLF ELITE CUSHION NST	W008	\$16.00
301	VOLTAGE GREEN/WHITE	1/1	
401	HYPER COBALT/WOLF GREY	1/1	
144	WHITE/PHOTO BLUE	1/1	
003	ANTHRACITE/BLACK	1/1	
69% NYLON 22% POLYESTER 9% SPANDEX			
4-5.5, 6-7.5, 8-9.5, 10-11.5, 12-13.5, 14-16 Order units: 6			

**NEW**

SG0644	NIKE GOLF ELITE LGHTWGHT NST	W007	\$14.00
006	BLACK/BRIGHT CRIMSON	1/1	
443	BLUE GREY/OCEAN FOG	1/1	
661	BRIGHT CRIMSON/UNIVERSITY RED	1/1	
403	MIDNIGHT NAVY/HYPER COBALT	1/1	
59% POLYESTER 38% NYLON 3% SPANDEX			
4-5.5, 6-7.5, 8-9.5, 10-11.5, 12-13.5, 14-16 Order units: 6			



SG0490	NIKE DRI-FIT TOUR CREW	W004	\$8.00
001	BLACK/MED BASE GREY	◀ 1/1	
105	WHITE/IRON ORE	◀ 1/1	
002	DK GREY HEATHER/DARK BASE GREY	◀ 1/1	
012	CLASSIC STONE/BAROQUE BROWN	◀ 1/1	
201	DARK CHINO HTR/BLACK	◀ 1/1	
30% POLYESTER, 28% NYLON, 40% COTTON, 2% SPANDEX			
M-XL Order units: 6			



SG0567	DRI-FIT PERFORMANCE NO-SHOW	W004	\$8.00
101	WHITE/COOL GREY	◀ 1/1	
002	COOL GREY/WHITE	◀ 1/1	
001	BLACK/COOL GREY	◀ 1/1	
50% COTTON 50% LYCRA			
S-XL Order units: 6			



SG0566	DRI-FIT PERFORMANCE QUARTER	W004	\$8.00
101	WHITE/COOL GREY	◀	1/1
001	BLACK/COOL GREY	◀	1/1

50% COTTON|50% LYCRA
M-XL | Order units: 6



SG0384	MEN'S LTWT NO-SHOW 9-11	W573	\$7.50
101	WHITE/STADIUM GREY	◀	1/1

SG0385	MEN'S LTWT NO-SHOW 10-13	W573	\$7.50
101	WHITE/STADIUM GREY	◀	1/1
107	WHITE/UNIVERSITY RED	◀	1/1
001	NIGHT STADIUM/WHITE	◀	1/1

96% NYLON, 4% SPANDEX
MISC | Order units: 6



SG0378	2-PR DRI-FIT PERF NO-SHW 9-11	W007	\$14.00
134	WHITE/TARP GREEN/SQUADRON BLUE	◀	1/1

SG0379	2-PR DRI-FIT PERF NO-SHW 10-13	W007	\$14.00
134	WHITE/TARP GREEN/SQUADRON BLUE	◀	1/1

79% NYLON, 13% POLYPROPYLENE, 6% SPANDEX, 2% POLYESTER
MISC | Order units: 6



SG0491	DRI-FIT ANKLET 3-PAIR	W006	\$12.00
101	WHITE/BLACK	◀	1/1

49% POLYESTER, 45% COTTON, 4% NYLON, 2% SPANDEX
S-XL | Order units: 6



SG0492	DRI-FIT NO-SHOW 3-PAIR	W006	\$12.00
101	WHITE/BLACK	◀	1/1
001	BLACK/WHITE	◀	1/1

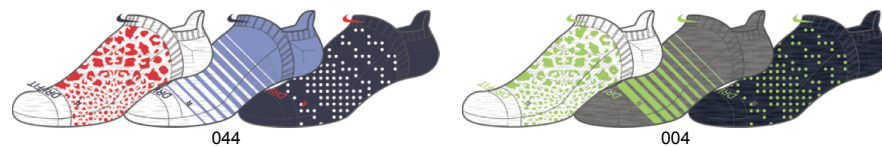
49% POLYESTER, 45% COTTON, 4% NYLON, 2% SPANDEX
S-XL | Order units: 6



NEW

SG0645	3PPK WMNS DRI-FIT GRAPHIC NST	W006	\$12.00
044	BIRCH HEATHER/CHALK BLUE/MIDNIGHT NAVY		1/1
004	BIRCH HEATHER/CARBON HEATHER/OBSIDIAN		1/1

78% NYLON|19% COTTON|3% SPANDEX
S,M | Order units: 6



SG0128	DRI-FIT WMNS LTWT NO-SHOW	W573	\$7.50
107	WHITE/PINK POW	◀	1/1
602	PINK POW/WHITE	◀	1/1

96% NYLON, 3% ELASTANE, 1% POLY-PROPYLENE (PP)
MISC | Order units: 6



SG0070	DRI-FIT WOMENS POM POM	W003	\$6.00
126	WHITE/LT CRIMSON	◀	1/1
125	WHITE/MOLET SHADE	◀	1/1
128	WHITE/TURF ORANGE	◀	1/1
100	WHITE/BLACK	◀	1/1

63% COTTON, 34% NYLON, 3% SPANDEX
MISC | Order units: 6



SG0493	DRI-FIT WMNS 3-PAIR NO-SHOW	W006	\$12.00
104	WHITE/PHOTO BLUE/WHITE	◀	1/1
106	WHITE/BLACK/VIVID PINK	◀	1/1

78% COTTON, 19% POLYESTER, 3% SPANDEX
S,M | Order units: 6



SG0568	YOUTH TECH LOW CUT 3-PAIR	W006	\$12.00
001	PURE PLATINUM/BLACK/ANTHRACITE	◀	1/1

50% COTTON|50% LYCRA
S,M | Order units: 6



TERMS & CONDITIONS

NIKE USA, Inc. | TERMS AND CONDITIONS OF SALE

NIKE USA, Inc. ("NIKE") offers certain goods bearing NIKE Trademarks (as defined below) (such goods shall be referred to as "Product") for sale to persons and entities that have been authorized by NIKE to make purchases of such Product ("Customers.") By submitting a purchase order to NIKE (each, an "Order"), Customer agrees that such Order will be governed by the terms and conditions of sale in effect at the time the Order is received by NIKE (the "Terms and Conditions"). The Terms and Conditions that are current as of June 1, 2014 are set forth below.

1. ORDERS: Orders submitted by Customer are offers and do not form binding contracts unless and until they have been accepted by NIKE. The preparation of a purchase order by NIKE, the submission by Customer of a purchase order to NIKE, or the acknowledgement or confirmation by NIKE of receipt of a purchase order shall not constitute NIKE's acceptance of that Order. NIKE may, in its sole discretion, accept or reject all or any part of an Order or substitute comparable Product for the items that were ordered. NIKE will be deemed to have accepted an Order, or part of an Order, only if and when NIKE ships the Product. NIKE may at any time refuse to ship Product for any reason, even if NIKE has received payment for the applicable Order and/or has confirmed that Order on NIKE.net or otherwise. NIKE will in its sole discretion determine which of NIKE's products are made available to Customer for Orders, and determine how to allocate Product among Customer and NIKE's other customers. Accordingly, NIKE reserves the right to discontinue product lines and to make changes in goods offered at any time. Unless Customer complies with Section 5 regarding returns, Customer will be deemed to have accepted those substitute goods on the terms outlined in NIKE's invoice. NIKE may cancel an Order at any time because the Order contains an incorrect price, requests Product that Customer is not authorized to sell, or for any other reason, even if NIKE has acknowledged or confirmed that Order or has received payment for that Order. In the latter case, NIKE will, at its election, either refund the payment or credit Customer's account. Any Order that conflicts with or that includes provisions (other than item and quantity) in addition to these Terms and Conditions will have no force or effect to the extent it is inconsistent or includes additional terms. NIKE will be entitled to accept any Order and to rely on any other written or telephonic request or notice given by a person that appears to be an employee or agent of Customer. Each Order will be subject to and governed in all respects by (a) these Terms and Conditions, and (b) if applicable, Customer's credit application and account agreement. All Orders, together with these Terms and Conditions and, if applicable, Customer's credit application and account agreement, may be referred to collectively as the "Agreement". NIKE has no obligation to accept Orders; as stated in Section 20, either Party may terminate their relationship at any time.

2. PRICES: NIKE may correct typographical or other errors in pricing, may reduce or cancel any discounts previously offered to Customer, and may change its prices at any time. Each Order will be invoiced at the prices prevailing at the time that Order is fully recorded into NIKE's central ordering system. Nothing in this Agreement shall be construed as obligating Customer to resell the Product at any particular price, or at a price not less than a stated minimum or not more than a stated maximum, or on any specific terms and conditions. The suggested retail prices published by NIKE, if any, are suggestions only, and do not create a requirement that Customer offer or sell the Product at such price. Customer shall, at all times in its sole discretion, determine and control the price at which Products are sold by Customer to its consumers.

3. TERMS OF SALE: Customer will pay for all Product by the date specified on NIKE's invoice, or if none is specified, within 30 days after the date of that invoice. Any sum not paid when due is subject to a service charge of 1.5% per month or the maximum rate permitted by law, whichever is lower. The amount reflected in each NIKE invoice will be deemed to be an account stated unless Customer disputes the amount of that invoice in writing within 30 days after the date that invoice is due. Customer will pay the undisputed portion of each invoice. NIKE has the right to apply payments it receives from Customer to any of Customer's invoices and to disregard Customer's instructions to apply payment to any specific invoice. In the event Customer is indebted to NIKE or to any NIKE affiliate, that debt may be offset against credits otherwise owing to Customer to reduce or eliminate the credit.

4. SHIPPING; RISK OF LOSS; TITLE: NIKE will ship Product FCA (Incoterms 2010), the NIKE Distribution Center or other shipping point. NIKE is not responsible for any loss resulting from any delay in shipping or failure to ship. In the event that NIKE arranges for transportation of Product as agent for, on behalf of, or at the direction of Customer, then NIKE will ship Product FCA (Incoterms 2010), the destination designated by Customer for the applicable Order, and may, at NIKE's election, ship Prepaid & Add, pursuant to which (a) Customer will reimburse freight, insurance and other transportation related costs incurred by NIKE on Customer's behalf, and (b) Customer hereby assigns to NIKE any claim it might have against the carrier for loss, damage, or delay in transit; accordingly, NIKE may pursue a claim against the carrier and may retain any recovery.

5. RETURNS: Product that was shipped in accordance with the specifications in the Order is not returnable unless NIKE has authorized the return, in writing, prior to the return shipment. If Customer wishes to return Products, Customer may submit to NIKE a request for return; provided, however, that NIKE will not issue any refunds or apply any credits except where (1) the Product being returned was either (a) defective or (b) not comparable to the items that were ordered; or (2) the return was approved by NIKE in writing and the Product was delivered to NIKE in the same condition that it was received. In either case, no credit will be issued if the return request was received by NIKE 30 days or more after delivery of those Products to Customer. If NIKE issues a credit, as described above, the amount of the credit will be the net price actually paid by Customer, as reflected in the applicable invoice. Defective Products must be returned in a different transaction from non-defective products. Product sold as close-outs, irregulars, seconds or B-grades may not be returned; such sales are final. Customer will bear all costs associated with returning Product, including, but not limited to, consolidation costs, the cost of repackaging, shipping expenses, and insurance; NIKE will not be liable for reimbursement of any such costs. Customer will retain title and risk of loss until receipt by NIKE at the designated return destination. Restocking fees may apply. Any items that are returned without NIKE's approval will be disposed of by NIKE unless Customer prepays shipping costs for their return.

6. CUSTOMER'S COVENANTS:

A. The following applies to Customers that are approved by NIKE in writing to sell Product at one or more physical store locations (a "brick and mortar" store).

STORES – Except as expressly permitted in Section 6.B and/or 6.C below, or when otherwise approved by NIKE in writing, Customer will not: (a) sell Product under any store name or at any physical store location other than under the store name and at the particular physical store identified in this Credit Application (Exhibit B) or, in the case of multiple store locations, at the location to which the Product was shipped (assuming it was an approved location); or (b) sell Product other than to retail consumers physically present at such store location who are purchasing for their personal use and not for resale; or (c) accept orders or sell Product through the Internet, e-mail or any other electronic channel, except that Customer may advertise Product through those channels to create or enhance

consumer awareness of Product performance features and/or indicate the availability of Product at an authorized store location so long as Customer complies with Section 9 below. Customer will at all times provide clean, modern and adequate retail outlet(s) necessary for the proper merchandising and selling of Product.

B. The following applies if NIKE has indicated in the Account Agreement, or in another writing signed by an authorized representative of NIKE, that Customer is approved to sell Product on any Authorized Website(s) (as defined below).

INTERNET SALES – Customer is authorized to sell Product to consumers via the Internet only from the website or websites identified in Customer's Credit Application (Exhibit B) or otherwise approved for Customer by NIKE in writing (the "Authorized Website(s)") and to deliver that Product only to consumers with mailing addresses in the United States, its territories and possessions.

- The Authorized Website(s) will not be co-branded with the name or other trademarks of any other person or entity.
- The Authorized Website(s) will have features and functions that are standard in the industry, including the ability to: (i) confirm availability or unavailability of Product at the time the consumer places his or her order, (ii) accept all major credit cards, (iii) ship within standard time frames with a choice of overnight, second day air and ground delivery, and (iv) allow consumers to search the Authorized Website(s) and to navigate to a NIKE "concept" shop in the form of a Web page featuring all Product that Customer sells on the Authorized Website(s) (except for discounted goods, which must be presented on a separate discount page)
- Customer will at all times provide prompt, effective and courteous customer service (e.g. by telephone, web chat and/or email) for consumers purchasing Product from the Authorized Website(s) and for other visitors to that or those Authorized Website(s). Customer will not permit any fulfillment house or any other third party to fill consumer orders placed through the Authorized Website(s).
- If at any time an Authorized Website(s) does not meet NIKE's time quality, trademark, image or selling criteria or is not consistent with industry best practices, NIKE reserves the right to require revisions to the Authorized Website(s) or to revoke its approval for Customer to sell Product on such Authorized Website(s).
- The Authorized Website(s) will not link to, or provide data feeds to, any transactional website, or permit any transactional website to link to the Authorized Website(s). For purposes of these Terms and Conditions, a "transactional website" means a shopping portal, online marketplace, or other site which either (i) is capable of accepting orders from consumers, or (ii) creates the perception that orders are accepted on the site, even if the consumers are in fact redirected to other websites for order placement. The term "transactional website" excludes websites which aggregate images and information about merchandise without conducting sales transactions.

C. The following applies to Customers that are approved by NIKE in writing for sales to (i) teams, leagues, sports clubs, schools, colleges, or universities (collectively, "Teams"); or (ii) coaches or agents of such Teams; or (iii) Team booster clubs.

TEAM SALES – Customer may screen print, embroider, decorate, or otherwise embellish Product according to the instructions of a particular Team (typically by applying a Team name, logo, or other trademark (a "Mark") to the Product); provided, however, that Customer will submit to NIKE samples of any such Marks prior to their application, and Customer shall not embellish Product with any Mark unless NIKE has approved in writing. Customer will not embellish apparel or other products with NIKE Trademarks, unless Customer's manufacturing facilities have been audited by NIKE and successfully passed the audit. Samples of any embellished product must be approved by NIKE in writing on a case-by-case basis, as described above.

D. The following applies to Customers that are approved by NIKE in writing for a non-retail account.

NON RETAIL ACCOUNTS. Customer will distribute Product at no cost to the teams, players and sports participants, and other groups or individuals specified by NIKE or will sell at no profit (that is, sell at NIKE's invoice price).

7. GENERAL RESTRICTIONS: Customer will not directly or indirectly:

- sell, consign or otherwise transfer Product (i) outside the United States (and, if a "brick and mortar" store, other than at the approved physical store location or locations to which it was shipped); or (ii) to another retailer, or to an e-tailer, distributor, or broker; or (iii) to any other person under circumstances where it knows or should know, based on the circumstances of the transaction, that the Product is intended for resale or will likely be resold; or
- sell, consign, distribute, or otherwise transfer Product on any transactional website or on any non-Authorized Website(s); or
- purchase or sell, offer to sell, or distribute (including at no cost), counterfeit NIKE goods; or
- purchase authentic NIKE goods from any third party, except, if indicated by NIKE, an approved NIKE licensee; or
- purchase any Product from, or sell or offer to sell Product on behalf of or for the account of, any other third party; or
- (f) if NIKE sets a launch date for a particular Product, display, offer to sell, or sell that Product prior to the date and time stated by NIKE; or
- collect or use any sensitive personal data about consumers other than using industry best practices for security standards, and in compliance with applicable law.

8. CUSTOMER'S GENERAL REPRESENTATIONS, WARRANTIES AND OBLIGATIONS:

- Customer will at all times: (i) use security measures to protect credit card and other personally identifiable information from unatho- rized access or use, in a manner consistent with industry best practices and with applicable law; (ii) render full, prompt, effective and courteous service before, during and after the retail sale of Product; (iii) vigorously encourage the retail sale of Product; (iv) meet or exceed any minimum sales volumes established by NIKE from time to time; (v) establish and maintain, independently and in conjunction with NIKE, advertising and marketing policies and methods that emphasize the quality and performance of the Product; (vi) submit to NIKE, at NIKE's request, certain sell-through data and other point-of-sale information, in the format required by NIKE; and (vii) comply with applicable law in connection with the performance of its obligations under this Agreement.
- Customer represents and warrants, and each time Customer submits an Order, Customer will be deemed to have represented and warranted, that (i) it wishes to purchase Product solely for business purposes and not for personal, family or household purposes; and (ii) the most recent financial information provided by Customer is true, accurate and complete as of the dates indicated in that information and that there has been no material adverse change in Customer's business, prospects or financial condition since those dates; and (iv) it owns and operates each Store for which approval has been granted; for purposes of this Agreement, Customer's "ownership" of a store means that Customer has an ownership or a leasehold interest in the premises and owns the assets related to the operation of the store; and (v) it has obtained all licenses and other governmental consents and approvals that may become necessary in the performance of its obligations under this Agreement, and it will operate and maintain the stores in compliance with applicable law, including, without limitation, building codes, zoning ordinances, and laws governing safety, health, labor practices, hazardous substances, and sanitation.

TERMS & CONDITIONS

- (c) Customer has received and reviewed NIKE's policy regarding Gifts, Gratuities and Other Payments, available from NIKE upon request. Customer shall not take any action that could reasonably be expected to violate the policy or induce a NIKE employee to violate the policy. In particular, but without limiting the preceding sentence, Customer shall not (a) give a cash gift in any amount to a NIKE employee, (b) give a non-cash gift worth more than \$200 to a NIKE employee, or (c) give a gift of any kind to any relative, friend, associate or charitable organization favored by a NIKE employee if there is any implied expectation of a return favor.
- (d) Customer shall at all times conduct its business in an ethical manner in compliance with all applicable laws, rules and regulations, and in accordance with NIKE's Code of Conduct and NIKE's corporate and retail account programs and policies applicable to Customer or any Products made available to Customer, including, without limitation, Product release and launch policies, digital asset usage policies, NIKE Trademark guidelines, and shipping and freight programs and policies.

9. TRADEMARKS & BRAND PROMOTIONS:

- (a) Customer acknowledges NIKE's sole ownership of and exclusive right, title and interest in and to the name "NIKE," the name "Jordan," the NIKE Swoosh logo design, the Jordan "Jumpman" logo, and all other trademarks owned by NIKE or its affiliates (the "NIKE Trademarks"). Customer recognizes that the NIKE Trademarks possess substantial goodwill and agrees that it will not use or display NIKE Trademarks in a manner that would disparage or damage them, or represent that it has any ownership in, or attempt to license, the NIKE Trademarks. All goodwill associated with Customer's use of the NIKE Trademarks will be owned exclusively by NIKE. Customer will comply with NIKE's latest trademark usage guidelines, which NIKE may provide and circulate from time to time, as well as any other policies governing the use of (i) NIKE logos and other trademarks, and (ii) product and athlete images and other copyrighted materials.
- (b) Upon request by NIKE, Customer will submit to NIKE, for its review, any public statements about NIKE or advertising materials bearing NIKE Trademarks, Product images, athlete images, or Product descriptions. Such materials shall be deemed rejected unless and until NIKE approves of the materials in writing, and Customer shall not use the rejected materials. NIKE's quality standards will apply if Customer advertises, markets or promotes any Product through digital media, including online, social or mobile platforms.
- (c) NIKE keeps a library of digital assets ready for use in many forms of media. These assets may be made available by NIKE, in its sole discretion, for Customer's use. To access the library, Customer must first be approved by NIKE in writing. Customer should contact its NIKE Sales Representative to learn more about NIKE's digital asset policy. If Customer's access to the library is approved, the library's assets are approved for Customer use on any Authorized Website(s) or Customer's website only or as otherwise set forth in such written approval by NIKE. Customer shall not scan, copy or use images directly from NIKE printed catalogs, brochures and print ads or anywhere else, in any of Customer's Product-related Internet sales or brand promotions.
- (d) Customer will not use any marks confusingly similar to the NIKE Trademarks or use the NIKE Trademarks in combination with other trademarks. Customer will notify NIKE in writing of any infringement or improper use of the NIKE Trademarks that comes to its attention.
- (e) Customer acknowledges and agrees that the NIKE Trademarks and the NIKE reputation for quality are extremely valuable to NIKE, and that NIKE does not authorize Customer to sell or otherwise distribute any damaged or defective Product. Accordingly, Customer agrees that Product which may be damaged or defective, for any reason, shall be, at NIKE's sole election, either returned to NIKE or disposed of according to NIKE's instructions. NIKE and its agents shall have the right to witness such destruction.
- (f) Customer will not use certain trademarked terms, as designated by NIKE, in metadata; or (i) purchase, bid for and/or broad match certain trademarked terms, as designated by NIKE, as Internet search terms; (ii) use, purchase, bid for and/or broad match any Products as Internet search terms in combination with terms including, but not limited to, "discount", "cheap", or "sale"; or (iii) use any NIKE Trademarks in any domain name or URL address.

10. LIMITED REMEDY; DISCLAIMER OF IMPLIED WARRANTIES: If any Product is defective, NIKE's sole and exclusive liability to Customer will be, at NIKE's election, if the defect is material, to either (a) replace that defective Product or (b) refund the amount Customer paid NIKE for that defective Product. AS BETWEEN CUSTOMER AND NIKE, NIKE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

11. LIMITATION ON DAMAGES AND ACTIONS: NIKE WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR SUSTAINED BY CUSTOMER OR ANY OTHER PERSON. ANY ACTION (OTHER THAN FOR FAILURE TO PAY FOR GOODS DELIVERED) MUST BE COMMENCED WITHIN ONE YEAR FROM THE EARLIER OF THE DATE OF DELIVERY OF THE PRODUCT OR THE DATE OF THE ORDER GIVING RISE TO THE CLAIM. IN NO EVENT WILL NIKE'S LIABILITY TO CUSTOMER EXCEED, FOR DEFECTIVE PRODUCT, THE AMOUNT CUSTOMER PAID NIKE FOR THE PRODUCT GIVING RISE TO THE CLAIM, AND FOR ALL OTHER CLAIMS, THE AMOUNT CUSTOMER PAID NIKE WITHIN THE THREE-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE. These limitations will apply regardless of whether the claim arises under contract, tort (including negligence and strict liability), or any other theory of liability.

12. CONSUMER WARRANTY INFORMATION: Customer hereby acknowledges that NIKE has made all appropriate information regarding product warranties available to Customer, and that Customer is solely responsible for making such warranty information available to consumers as may be required by applicable law.

13. MODIFICATION: NIKE may at any time, in NIKE's sole discretion, modify its Terms and Conditions of Sale. Each Order will be governed by the Terms and Conditions in effect at the time that Order is received by NIKE. Accordingly, Customer will review the then-current version of the Terms and Conditions (available at the NIKE.net website, in the catalogue, or by request from NIKE) before placing each Order. An Order that has been accepted by NIKE may be modified only by a written instrument which expresses an intent to amend, identifies the provision to be amended, and is signed by an authorized representative of NIKE.

14. CONFIDENTIALITY.

A. Non-Disclosure. Customer acknowledges that it may have access to information owned or controlled by NIKE or NIKE's Affiliates, disclosure of which would cause substantial or irreparable harm to NIKE ("Confidential Information"). Confidential Information includes the Terms and Conditions, NIKE's marketing plans, information regarding future releases of Product, and any other non-public material disclosed to Customer or to which Customer gains access. Customer shall protect NIKE's Confidential Information by using the same degree of care with respect to such information that it would exercise with its own confidential information or trade secrets, but in any event no less than reasonable care. Customer shall make Confidential Information available only to those employees of Customer who need to know the information in connection with Customer's business, and shall not disclose Confidential Information to any third party.

B. Publicity Restrictions. Customer will immediately notify NIKE in writing if it receives a request from any third party for an interview or statement about NIKE or Product. Customer will not answer questions or give statements about its relationship with NIKE or discuss Product under circumstances where Customer knows or has reason to believe that the purpose of the request is to create content for publication in film, television, radio, print or online media, including blogging. Customer will not hold itself out as a representative of NIKE in any interview or statement, whether or not it is recorded, and whether or not it is intended for such publication.

C. Idea Submission. If Customer chooses to submit to NIKE or share with NIKE any business plans, product or marketing ideas, copyrightable works, or other materials, Customer agrees that (i) NIKE is not subject to any restrictions in using such materials; Customer hereby grants to NIKE an irrevocable license to use such materials, without compensation to Customer; and (ii) NIKE is under no obligation to use such plans, ideas, or other materials, or to commercially exploit them in any territory.

15. SEVERABILITY/WAIVER/CONSTRUCTION: If a court of competent jurisdiction determines that any provision of the Agreement (including any provision of these Terms and Conditions) is invalid or unenforceable for any reason, that determination will not affect any other provision unless enforcement of the remaining provisions would be grossly inequitable under the circumstances or would frustrate the primary purpose of the Agreement. A Party's delay or failure to enforce or insist on strict compliance with any of the provisions of the Agreement will not constitute a waiver or otherwise modify the Agreement, and a Party's waiver of any right related to the Agreement on one occasion will not waive any other right, constitute a continuing waiver or waive that right on any other occasion. Customer has had the opportunity to consult with its attorney in connection with these Terms and Conditions and the rest of the Agreement and to have the Agreement reviewed by its attorney; therefore, no rule of construction or interpretation that disfavors NIKE or that favors Customer will apply to its interpretation.

16. ATTORNEYS' FEES/GOVERNING LAW/FORUM SELECTION: Customer will pay all costs, collection agency fees, expenses, reasonable attorney fees (whether incurred prior to, at trial or on appeal) incurred by NIKE in connection with the collection of any past due sums. The Agreement, and all disputes arising out of the Agreement or out of the relationship between NIKE and Customer, will be governed by the laws of the State of Oregon. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY. Customer irrevocably consents to the jurisdiction of the state and federal courts located in the State of Oregon in connection with any action arising out of or in connection with the Agreement, and waives any objection that such venue is an inconvenient forum. Customer will not initiate an action against NIKE in any other jurisdiction. NIKE may bring an action in any forum.

17. FORCE MAJEURE: If it becomes impossible for either Customer or NIKE to perform its obligations under the Agreement as a result of fire, flood, earthquake, or other natural disaster, or any other event beyond that Party's reasonable control, that Party's performance may be delayed for the duration of the force majeure event, except that nothing in this Section 17 will excuse Customer from its payment obligations.

18. RESTRICTION ON ASSIGNMENT: Customer will not assign any right conferred herein by NIKE without the prior written consent of an authorized NIKE representative. A change of control of Customer by stock sale or gift, merger, operation of law, by contract, or otherwise, will be deemed an assignment for purposes of this Section 18. Any attempted assignment or delegation by Customer will be void. NIKE may grant, withhold or condition its consent to assignment in NIKE's sole discretion. If NIKE authorizes an assignment or delegation, that authorization will not release Customer from any of its obligations under the Agreement unless (a) the authorization expressly releases Customer; (b) the assignee or delegate agrees in writing to be bound by the Agreement; and (c) any agreement between Customer and the assignee or delegate states that NIKE has the right to enforce Customer's rights against the assignee or delegate.

19. SET-OFF: In the event Customer is indebted to NIKE or to any NIKE affiliate, that debt may be offset against credits otherwise owing to Customer to reduce or eliminate the credit.

20. TERMINATION: Nothing in this Agreement or in these Terms and Conditions shall be construed to imply that Customer is required to place Orders or that NIKE is required to accept Orders. Upon termination of the Parties' relationship, the terms, conditions, and representations herein shall remain in full force and effect with respect to all Orders accepted by NIKE prior to the date of termination. Section 6 (Customer Covenants); Section 7 (General Restrictions); Section 8 (Customer's General Representations, Warranties and Obligations); Section 9 (Trademarks & Brand Promotions); Section 10 (Limited Remedy; Disclaimer of Implied Warranties); Section 11 (Limitation on Damages and Actions); Section 12 (Consumer Warranty Information); Section 14 (Confidentiality); Section 15 (Severability/Waiver/Construction); Section 16 (Attorney's Fees/Governing Law/Forum Selection); Section 22 (Post-Audit Policy); and any other provision that, by its nature, is intended to continue in effect following termination of the relationship, shall survive.

21. RELATIONSHIP: The relationship of NIKE and Customer established by the Agreement is that of vendor-purchaser and nothing contained herein shall be construed to create a partnership, joint venture or any other relationship.

22. POST-AUDIT POLICY: Post-audit claims, if any, must be received within six months of the invoice date. For shipment shortages the required filing period is three months from the shipping date. NIKE will only accept post-audit results produced by direct employees of Customer. Post-audit claims performed by third party auditors will be denied. All post-audit claims must be substantiated with complete and accurate supporting documentation to allow NIKE to consider the results for acceptance. Any post-audit claim submitted without supporting documentation will be denied. Upon any denial of a post-audit claim, the amounts at issue shall be immediately due and payable. NIKE may charge Customer a \$500 handling fee per transaction within any audit in the event that NIKE reasonably determines that any post-audit claim is frivolous or entirely unsubstantiated, such fee to be deemed immediately due and payable.

23. ENTIRE AGREEMENT: The Agreement contains the entire agreement and understanding between the Parties with respect to its subject matter and supersedes prior and contemporaneous oral and written agreements, commitments and understandings concerning that subject matter.

