



Reebok
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NOV

Rbk 

TEAM BASKETBALL07





TEAM BASKETBALL07

FOOTWEAR

Rbk Unanimous

As worn in the NBA

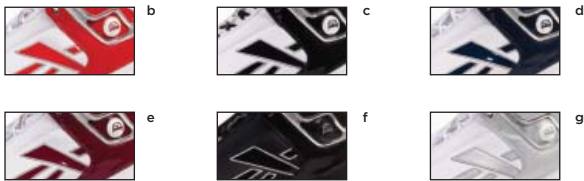


Men's Sizes: 6.5-14, 15, 16, 17, 18
Launch Date: 7/1/07
Suggested Retail: \$100.00
ROO55

- a. 176291 white/royal
- b. 176289 white/red
- c. 176292 white/black
- d. 176293 white/navy
- e. 176296 white/burgundy
- f. 176297 black/black
- g. 176298 white/silver



Feature/Benefits: Herringbone outsole / Traction • High abrasion rubber outsole/Durability • Internal midsole / Exceptional comfort • Molded sockliner / Comfort, cushioning and durability • Removable sockliner / accommodates orthotics • Mid cut design / added Stability and support • PLAY DRY lining/ Moisture management • Soft synthetic upper/Ball feel, comfort and performance



Rbk Infinity Mid

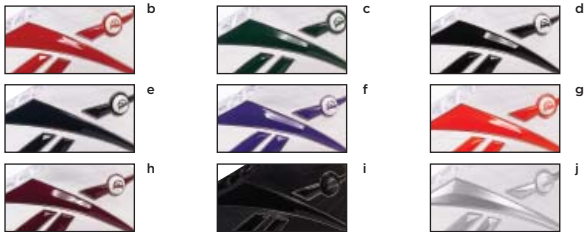
As worn in the NBA

Men's Sizes: 6.5-14, 15, 16, 17, 18
Women's Sizes: 5-12,13,14,15
Launch Date: 7/1/07
Suggested Retail: \$90.00
RO594

Men	Women	
a. 176484	176346	white/royal
b. 176483	176345	white/red
c. 176482	176344	white/forest green
d. 176485	176347	white/black
e. 176486	176348	white/navy
f. 176487	176349	white/purple
g. 176488	176350	white/athletic orange
h. 176489	176351	white/burgundy
i. 176490	176352	black/black
j. 176491	176353	white/silver



Feature/Benefits: Herringbone outsole/Traction • High abrasion rubber outsole/Durability • Internal midsole/Exceptional comfort • Molded sockliner/Comfort, cushioning and durability • Removable sockliner/ Accommodates orthotics • Mid cut design/Added stability and support • PLAY DRY lining/ Moisture management • Soft synthetic upper/Ball feel, comfort and performance



Rbk Voyage Mid

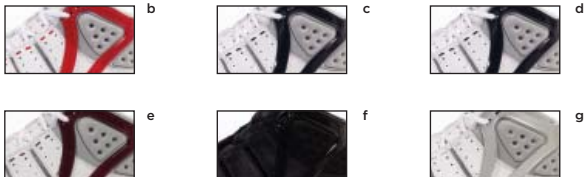
As worn in the NBA

Men's Sizes: 4-14,15,16,17,18
Launch Date: 7/1/07
Suggested Retail: \$80.00
RO044

Sizes 6.5-18	Sizes 4-6	
a. 176474	183747	white/royal
b. 176473	183746	white/red
c. 176475	183740	white/black
d. 176476	183743	white/navy
e. 176479	183741	white/burgundy
f. 176480	183739	black/black
g. 176481	183748	white/silver



Feature/Benefits: High abrasion rubber outsole/Durability • Upper support design/Lateral support and stability • IMEVA midsole/Cushioning • Molded sockliner/Comfort, cushioning and durability • Removable sockliner/Accommodates orthotics • Full grain leather vamp, toe/Ball touch • Leather, mesh upper/Comfort, support and breath ability • Mid cut design/Added stability and support • PLAY DRY lining/Moisture management • Speed lacing system/Convenience



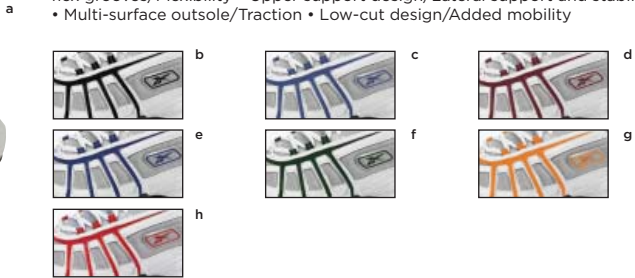
Pro Agility Trainer

Men's Sizes: 6.5-14,15
Launch Date: 5/1/07
Suggested Retail: \$75.00
R5214

- a. 174379 black/black
- b. 174378 white/black
- c. 175041 white/navy
- d. 174383 white/burgundy
- e. 174380 white/dark royal
- f. 174382 white/green
- g. 174384 white/orange
- h. 174381 white/red



Feature/Benefits: DMX Foam/Cushioning • Kinetic support system/ Reactive lateral support as part of an overall forefoot design story • Open weave mesh upper/Breath ability and support • Speed lacing system/ Convenience • PLAY DRY lining/Moisture management • CMEVA midsole/ Cushioning • Internal midsole/Exceptional comfort • Removable sockliner/ Accommodates orthotics • TPU shank/Medial transition support • Forefoot flex grooves/Flexibility • Upper support design/Lateral support and stability • Multi-surface outsole/Traction • Low-cut design/Added mobility



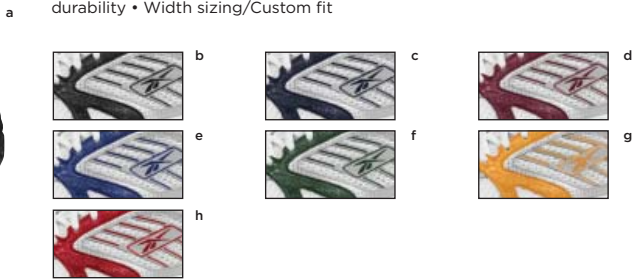
Pro Road Plus KFS

Men's Sizes: 6.5-14, 15, 16, 17, 18, 19
Launch Date: 5/1/07
Suggested Retail: \$90.00
R0594

- | | Regular | Wide |
|--|---------|------|
|--|---------|------|



Feature/Benefits: Kinetic Fit System/Comfort, support, flexibility in critical areas of the foot • Eva lasting/Enhanced comfort and added cushioning • 3M Scotchlite® material/ Night running safety • Removable sockliner/Accommodates orthotics • PLAY DRY lining/Moisture management • DMX Foam/Cushioning • Eclipse™ Eva midsole/Cushioning • Transition bridge/Heel-to-toe transition • Dual density medial post/ Added stability • DMPRTEK rubber outsole/Cushioning, traction and durability • Width sizing/Custom fit



Team Mojo

Unisex Sizes: 4-15 (whole sizes)
Launch Date: at once
Suggested Retail: \$20.00
R0001

- a. 116005 black/black



Feature/Benefits: One piece IMEVA sandal/Lightweight cushioning; Sculpted footbed/Comfortable and non-slip; Lugged outsole/Traction; Rubber plug outsole/Traction and durability; Hydropass portals/Water drainage system

NOTES:

TEAM BASKETBALL07

FOOTWEAR



TEAM BASKETBALL07

APPAREL

Mesh Lined Warm-up

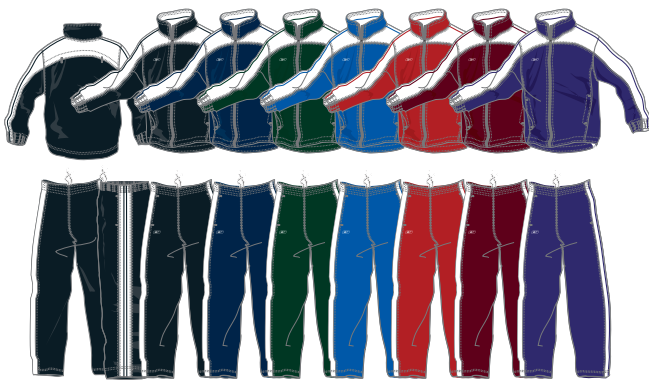
Men's Sizes: S, M, L, XL, XXL, XXXL
Suggested Retail: \$85.00
ARMU7006 R0524

Women's Sizes: S, M, L, XL, XXL
Suggested Retail: \$75.00
ARWU7007 R0573

Youth Sizes: S, M, L, XL
Suggested Retail: \$65.00
ARBU7001 R0523

Launch Date: 6/1/07

Adult		Youth	
005	black	005	black
417	team navy	417	team navy
305	team dark green	404	team royal
404	team royal	620	team scarlet
620	team scarlet		
602	team light maroon		
550	purple		



Feature/Benefits: Jacket: Shell: 100% Polyester w/contrast Panelling lining: 100% Polyester lining Elasticized cuffs, Full Front Zipper, Drawstring waist, Dual Front Pockets, Embroidered logo treatment Pants: Shell: 100% Polyester w/ contrast Panelling lining: 100% Polyester lining Elasticized cuffs, Elasticized Drawstring waist, Dual Front Pockets, Embroidered logo treatment

Hooded 12 OZ. Crew 12 OZ. Sweatpant 0Z.

Sizes: S, M, L, XL, XXL, XXXL, XXXXL
Launch Date: 6/1/07

a. ARMD7080 heather grey
Suggested Retail: \$40.00
R0002

b. ARMD7079 heather grey
Suggested Retail: \$35.00
R0571

c. ARME7057 heather grey
Suggested Retail: \$35.00
R0571



a. Hooded 12 OZ.



b. Crew 12 OZ.



a. Sweatpant 12 OZ.

Feature/Benefits:

Hooded 12 oz. 80/20 cotton/polyester fleece - 12 oz.; Drawcord Hood; collegiate neck Detail; 1x1 solid color rib cuffs and waistband; kangaroo pocket; Embroidered logo

Crew 12 oz. 80/20 cotton/polyester fleece- 12 oz.; collegiate neck Detail; 1x1 solid color rib cuffs and waistband; Embroidered logo

Sweatpant 12 oz. 80/20 cotton/polyester fleece - 12 oz.; Dual Side seam Pockets; Elastic cuffs; 1x1 solid color rib cuffs and waistband; Embroidered logo

Team Sideline Jacket

Sizes: M, L, XL, XXL, XXXL, XXXXL
Launch Date: 6/1/07
Suggested Retail: \$50.00
ARMP7083
R0052

005 black/white
620 team scarlet/white
417 team navy/white
404 team dark royal/white



Feature/Benefits: 100% polyester w/breathable Stretch membrane; 1/4 Zip Entry; Zip close Front Pockets; Spandex binding; Side Zip Entry; Embroidered logo





Team Tracer Polo

Sizes: M, L, XL, XXL, XXXL, XXXXL
Launch Date: 6/1/07
Suggested Retail: \$40.00
ARMP7093
R0002

100	white
005	black
305	team dark green
409	team navy
463	team royal
620	team red
602	team light maroon



Feature/Benefits: 100% Polyester; covered 3 button Placket; contrast panelling; right Sleeve contrast binding; Embroidered logo

Rbk PLAY DRY Polo

Men's Sizes: S, M, L, XL, XXL, XXXL, XXXXL
Women's Sizes: S, M, L, XL, XXL

Launch Date: at once
Suggested Retail: \$44.00

Men: ARMD6063
R0022
Women: ARWD6044
R0022

100	white
005	black
417	team navy
305	team dark green
463	team royal
620	team red
602	team light maroon



Feature/Benefits: 60% cotton, 40% polyester; Self Fabric collar; 3 button placket; Side Slit Hem Detail; Embroidered logo Treatment



Team Sideline Polo

Sizes: M, L, XL, XXL, XXXL, XXXXL
Launch Date: 6/1/07
Suggested Retail: \$45.00
ARMP7082
R0522

100	white
005	black
417	team navy
305	team dark green
404	team royal
620	team red
602	team light maroon



Feature/Benefits: 100% Polyester; covered 3 button Placket; contrast panelling; right Sleeve contrast binding; Embroidered logo

Coaches Mesh Short

Sizes: M, L, XL, XXL, XXXL, XXXXL
Launch Date: 6/1/07
Suggested Retail: \$25.00
ARME7062
R0521

005	black
409	team navy



Feature/Benefits: Double layer PLAY DRY Mesh Fabrication; athletic Fit; Side Seam Pockets; Drawstring elasticized waist band; contrast piping; Vector heat transfer logo treatment; Inseam 9"



Rbk Speedwick LS Tech Top

Sizes: S, M, L, XL, XXL, XXXL, XXXXL
Launch Date: 1/1/07
Suggested Retail: \$30.00
ARMP6083
R0051

065 heather grey



Feature/Benefits: Combination of anti-Microbial yarns and Performance Polyesters; Drop Tail Design; Flat Seam construction; Rbk heat transfer logo treatment



Rbk Speedwick SS Tech Top

Sizes: S, M, L, XL, XXL, XXXL, XXXXL
Launch Date: 1/1/07
Suggested Retail: \$25.00
ARMP6083
R0521

065 heather grey



Feature/Benefits: Combination of anti-Microbial yarns and Performance Polyesters; Drop Tail Design; Flat Seam construction; Rbk heat transfer logo treatment





Rbk SL Compression

Sizes: S, M, L, XL, XXL, XXXL
Launch Date: at once
Suggested Retail: \$24.00
ARMP6033
R0021

005 black
100 white



Feature/Benefits: PLAY DRY
Fabrication; Flat Seam construction;
DropTail Design; Tight, Athletic
Fit; Heat Transfer Rbk
VECTOR logo treatment

Rbk SS Loose Fit

Sizes: S, M, L, XL, XXL, XXXL
Launch Date: at once
Suggested Retail: \$25.00
ARMP6078
R0521

100 white
005 black



Feature/Benefits: PLAY DRY
Fabrication; Flat Seam construction;
DropTail Design; Athletic Fit; Heat
Transfer Rbk VECTOR logo treatment

Rbk SL Loose Fit

Sizes: S, M, L, XL, XXL, XXXL
Launch Date: at once
Suggested Retail: \$24.00
ARMP6077
R0021

100 white
005 black



Feature/Benefits: PLAY DRY
Fabrication; Flat Seam construction;
DropTail Design; Athletic Fit; Heat
Transfer Rbk VECTOR logo treatment

Rbk LS Loose Fit

Sizes: S, M, L, XL, XXL, XXXL
Launch Date: at once
Suggested Retail: \$32.00
ARMP6079
R0061

100 white
005 black



Feature/Benefits: PLAY DRY
Fabrication; Flat Seam construction;
DropTail Design; Athletic Fit; Heat
Transfer Rbk VECTOR logo treatment



TEAM BASKETBALL07 ACCESSORIES

Rbk Premier Knit Travel Skully

Sizes: OSFA
Launch Date: 1/1/07
Suggested Retail: \$14.00
ARUX6064
R007

- 623 team red/white
- 404 team dark royal/white
- 409 team navy/white
- 106 white/black
- 005 black/white



Feature/Benefits: 100% acrylic; soft hand knit skully cap; embroidered rbk logo at front; Vector woven loop label at back.

Team Practice Carrysack

Launch Date: 1/1/07
Suggested Retail: \$12.00
ARUY7003
R006

- 005 black/black
- 623 team red/black
- 409 team navy/black
- 404 team dark royal/black



Feature/Benefits: 420d checker ripstop, 210 nylon, reflective logo, zip pocket.

Team Ball Carrier Backpack

Launch Date: at once
Suggested Retail: \$40.00
ARNY5002
R0002

- 005 black/black
- 623 team red/black
- 409 team navy/black
- 404 team dark royal/black



Feature/Benefits: 600d nylon/dobby, zip concealed collapsible mesh ball pocket, internal organizer, self-correcting nylon coil zippers, dual mesh storage pockets, clip closure top flap pocket, compression straps, padded contoured straps, padded back, embroidered logos

Ball Carrier/Laundry Bag

Launch Date: at once
Suggested Retail: \$35.00
ARAY4407
R0571

- 005 black/black



Feature/Benefits: 600 denier nylon/ mesh; screenprint logo





Rbk 24/7 Collection

Launch Date: at once
Small Duffel: ARUY7006
Suggested Retail: \$28.00
R0041
Medium Duffel: ARUY7007
Suggested Retail: \$35.00
R0571
Large Duffel: ARUY7008
Suggested Retail: \$45.00
R0522
005 black
623 team red/black
409 team navy/black
404 team dark royal/black



Feature/Benefits: 420d checker ripstop; 600d polyester; u-shaped zippered man compartment; front external zip pocket with interior pouch; gusseted zippered end pockets; right end zip pocket contains tunneled wet sack; mesh insets for added ventilation, personal internal zip pocket; reflective print; padded adjustable non-slip detachable shoulder strap; durable metal hardware and molded metal zipper pulls.

Flex Grooves Low Quarter

Launch Date: 7/1/07
Suggested Retail: \$10.00
R005
Sizes:
Women:
9-11 9235QA 005 black/grey
9-11 9235QA 110 white/grey
Men:
10-13 9237QM 005 black/grey
10-13 9237QM 110 white/grey



Feature/Benefits: 2 pair low cut performance socks with zone cushioning

Vector Cotton Crew 3-Pack

Launch Date: at once
Suggested Retail: \$13.00
R056
Sizes:
Women:
9-11 EH49415 005 black/grey
9-11 EH49415 110 white/grey
Men:
10-13 EH39415 005 black/grey
10-13 EH39415 110 white/grey



Feature/Benefits:
75% Cotton/14% Nylon/
8% Elastic/2% spandex/
1% polyester

Rbk Reversible Headband

Sizes: OSFA
Launch Date: at once
Suggested Retail: \$7.00
ARUX6054
R053
404 team dark royal/white
106 white/black
002 black/white
411 athletic navy/white
629 relay red/white



Feature/Benefits: 80/12/8 cotton/elasthane/nylon, terry 2-ply reversible headband, embroidered Rbk outside logo, embroidered Vector inside logo

Rbk Reversible 4" Wristband

Sizes: OSFA
Launch Date: at once
Suggested Retail: \$8.00
ARUX6055
R004
404 team dark royal/white
106 white/black
002 black/white
411 athletic navy/white
629 relay red/white



Feature/Benefits: 80/12/8 cotton/elasthane/nylon, terry 2-ply reversible wristband, embroidered Rbk outside logo, embroidered Vector inside logo



TEAM BASKETBALL07

EQUIPMENT

VR-5000 Basketball

Size
29.5 121577 brown
28.5 121578 brown
Suggested Retail: \$56.00
R0082



Feature/Benefits:
Rbk total control composite
leather cover, NFHS Approved



VR-4000 Basketball

Size
29.5 159591 brown
28.5 175028 brown
27.5 175030 brown
Suggested Retail: \$25.00
R0521



Feature/Benefits:
Rbk total control
microfiber composite cover,
NFHS Approved



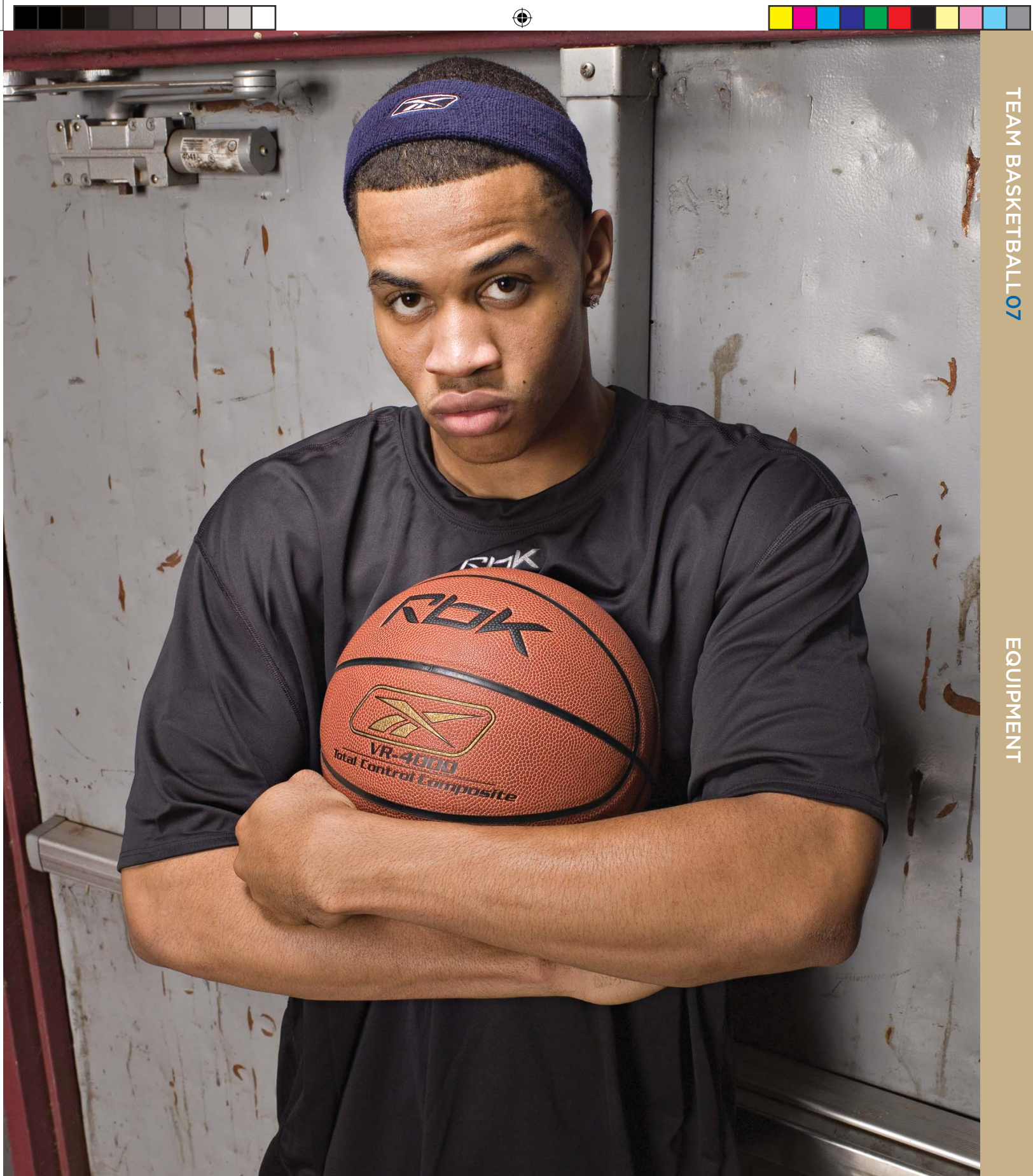
VR-1000 Basketball

Size
29.5 121547 brown
28.5 121548 brown
27.5 121549 brown
Suggested Retail: \$12.00
R006



Feature/Benefits:
Rbk Premium Outdoor Cover,
Extra-wide concave channel,
Butyl rubber bladder





TEAM BASKETBALL07

EQUIPMENT

GERALD GREEN BOSTON CELTICS



Reversible Practice Mesh/Mesh Top

Adult Sizes: S-XXL
Suggested Retail: \$25.00
A4001
R0521

Women's Sizes: S-XXL
Suggested Retail: \$25.00
L4001
R0521

Youth Sizes: XS-XL
Suggested Retail: \$22.50
Y4001
R5711

Launch Date: carry over

BKWH	black/white
DGWH	dark green/white
NVWH	navy/white
MNWH	maroon/white
RYWH	royal/white
SCWH	scarlet/white



Feature/Benefits: Color mesh reversing to white dazzle.

Practice Mesh Short

Adult Sizes: S-XXL
Suggested Retail: \$25.00
A4002
R0521

Women's Sizes: S-XXL
Suggested Retail: \$22.50
L4002
R5711

Youth Sizes: XS-XL
Suggested Retail: \$20.00
Y4002
R0001

Launch Date: carry over

BK	black
DG	dark green
NV	navy
MN	maroon
RY	royal
SC	scarlet



Feature/Benefits: Double layer mesh Inseams: Adult 9", Women's 7", Youth 6"

Stock Game Jersey

Adult Sizes: S-XXL
Suggested Retail: \$35.00
A4003
R0571

Women's Sizes: S-XXL
Suggested Retail: \$35.00
L4003
R0571

Youth Sizes: XS-XL
Suggested Retail: \$32.50
Y4003
R5261

Launch Date: carry over

BKWH	black/white	WHBK	white/black
DGWH	dark green/white	WHDG	white/dark green
NVWH	navy/white	WHNV	white/navy
MNWH	maroon/white	WHMN	white/maroon
RYWH	royal/white	WHRY	white/royal
SCWH	scarlet/white	WHSC	white/scarlet



Feature/Benefits: Single layer moisture management vertical stripe sizzle fabric with contrast side inserts

Stock Game Short

Adult Sizes: S-XXL
Suggested Retail: \$35.00
A4004
R0571

Women's Sizes: S-XXL
Suggested Retail: \$35.00
L4004
R0571

Youth Sizes: XS-XL
Suggested Retail: \$32.50
Y4004
R5261

Launch Date: carry over



Feature/Benefits: Single layer moisture management vertical stripe sizzle fabric with contrast side inserts. Knit lining. Turned over self fabric elastic drawcord waist.

BKWH	black/white	WHBK	white/black
DGWH	dark green/white	WHDG	white/dark green
NVWH	navy/white	WHNV	white/navy
MNWH	maroon/white	WHMN	white/maroon
RYWH	royal/white	WHRY	white/royal
SCWH	scarlet/white	WHSC	white/scarlet

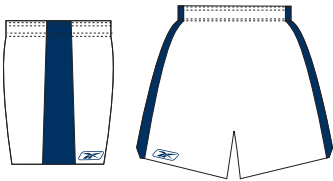
Modified Stock Game Jersey
Modified Stock Game Short

Adult Sizes: S-XXL
Suggested Retail Jersey: \$36.00
Suggested Retail Short: \$36.00
Jersey: A4005 Short: A4006
Jersey: R0081 Short: R0081

Women's Sizes: S-XXL
Suggested Retail Jersey: \$36.00
Suggested Retail Short: \$36.00
Jersey: L4005 Short: L4006
Jersey: R0081 Short: R0081

Youth Sizes: S-XL
Suggested Retail Jersey: \$30.00
Suggested Retail Short: \$30.00
Jersey: Y4005 Short: Y4006
Jersey: R0051 Short: R0051

Launch Date: 8/1/07



Feature/Benefits
Modified Stock Game Jersey: single layer pro-brite mesh with self fabric side inserts. Rib collar and cuff. Choice of colors in body / insert / rib.

Modified Stock Game Short: single layer pro-brite mesh with self fabric side inserts. Knit lining. Turned over self fabric elastic drawcord waist. Choice of colors in body / insert / vector embroidery.



BK	black body/color choice of insert & rib	MN	maroon body/color choice of insert & rib
CA	cardinal body/color choice of insert & rib	OR	orange body/color choice of insert & rib
CB	c. blue body/color choice of insert & rib	TX	texas orange body/color choice of insert & rib
DG	dark green body/color choice of insert & rib	PU	purple body/color choice of insert & rib
KG	kelly green body/color choice of insert & rib	RY	royal body/color choice of insert & rib
NV	navy body/color choice of insert & rib	SC	scarlet body/color choice of insert & rib
LG	light gold body/color choice of insert & rib	WH	white body/color choice of insert & rib

Reversible Mesh/Dazzle Top

Adult Sizes: S-XXL
Suggested Retail: \$23.00
A4008
R0511

Women's Sizes: S-XXL
Suggested Retail: \$23.00
L4008
R0511

Youth Sizes: XS-XL
Suggested Retail: \$20.00
Y4008
R0001

Launch Date: 8/1/07

BKWH black/white
DGWH dark green/white
NVWH navy/white
MNWH maroon/white
RYWH royal/white
SCWH scarlet/white



Feature/Benefits: Color mesh reversing to white mesh.

Reversible Stock Game Jersey
Reversible Stock Game Short

Men's Sizes: S-XXL
Suggested Retail Jersey: \$25.00
Suggested Retail Short: \$25.00
Jersey: A4009 Short: A4010
Jersey: R0521 Short: R0521

Women's Sizes: S-XXL
Suggested Retail Jersey: \$25.00
Suggested Retail Short: \$25.00
Jersey: L4009 Short: L4010
Jersey: R0521 Short: R0521

Youth Sizes: XS-XL
Suggested Retail Jersey: \$22.00
Suggested Retail Short: \$22.00
Jersey: Y4009 Short: Y4010
Jersey: R0511 Short: R0511
Launch Date: 8/1/07

BK black
CA cardinal
CB c. blue
DG dark green
KG kelly green
NV navy
LG light gold
MN maroon
OR orange
TX texas orange
PU purple
RY royal
SC scarlet



Feature/Benefits:
Reversible crew neck stock game jersey—single layer color dazzle reversing to white dazzle. Rib collar and cuff in BLACK only.

Reversible stock game short—single layer color dazzle reversing to white dazzle. Rib elastic drawcord waist. Rib waistband in BLACK only / vector embroidery BLACK on WHITE side, WHITE on color side.



Stock Short Sleeve Shooter

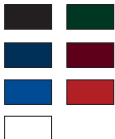
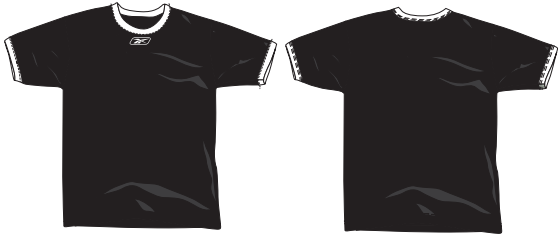
Adult Sizes: S-XXL
Suggested Retail: \$20.00
A4011
R0001

Women's Sizes: S-XXL
Suggested Retail: \$20.00
L4011
R0001

Youth Sizes: XS-XL
Suggested Retail: \$16.00
Y4011
R008

Launch Date: 8/1/07

BK black
DG dark green
NV navy
MN maroon
RY royal
SC scarlet
WH white (special order)



Feature/Benefits: Pique body with rib cuff / hem. Rib is WHITE only on color bodies.

Stock Tear Away Pant

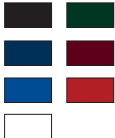
Adult Sizes: S-XXL
Suggested Retail: \$18.00
A4012
R009

Women's Sizes: S-XXL
Suggested Retail: \$18.00
L4012
R009

Youth Sizes: XS-XL
Suggested Retail: \$15.00
Y4012
R057

Launch Date: 8/1/07

BK black
DG dark green
NV navy
MN maroon
RY royal
SC scarlet
WH white (special order)



Feature/Benefits: Pique body with snap seams. Turned over self fabric elastic drawcord waist. Exposed WHITE snap at waistband and hem.



CORPORATE OFFICE

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Canton, MA 02021
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(888 405 8326)



ANY OFFER TO SELL BY REEBOK AS WELL AS ANY ACCEPTANCE BY REEBOK OF A PURCHASER'S ORDER IS EXPRESSLY MADE CONDITIONAL UPON PURCHASER'S ASSENT TO REEBOK'S AUTHORIZED RETAIL DEALER AGREEMENT AND TO THESE TERMS AND CONDITIONS OF SALE AND NO OTHERS. PURCHASER'S TAKING DELIVERY OF ANY PRODUCT OR PAYMENT OF ANY INVOICE SHALL BE CONCLUSIVE EVIDENCE OF SUCH ASSENT.

Orders: All orders are subject to acceptance by an authorized official of Reebok at Reebok's Corporate Headquarters Office in Canton, Massachusetts. Acceptance by Reebok of an order shall be deemed to occur only upon the tendering of delivery of the products that are the subject of such order to the carrier for delivery to Purchaser. Acceptance by Reebok is limited to the terms stated herein and in the Reebok Authorized Retail Dealer Agreement. Such terms and conditions shall control irrespective of any inconsistent, different or additional terms and conditions, whether printed or otherwise, set forth in any communication from Purchaser to Reebok, including without limitation in any Purchaser purchase order, confirmation, routing guide or manual revision and Reebok hereby rejects any such inconsistent, different or additional terms or conditions unless otherwise specifically agreed to in writing by Reebok. Without limiting the foregoing, Reebok further rejects terms and conditions inconsistent with, different from or additional to those contained herein which are contained on any website of Purchaser for which access is conditioned on acceptance of such terms and conditions. A functional acknowledgement sent on receipt of an electronic order does not constitute acceptance of electronic data interchange orders (see the Reebok Electronic Data Interchange Trading Partner Agreement for further detail).

Minimum Order Size: Orders will not be accepted for a "mark for"/packing level of less than six (6) units .

Prices: No employee, Reebok sales representative or any other party other than an officer of Reebok is authorized to alter Reebok's pricing and other terms and conditions of sale. All prices are subject to change without notice. Orders will be billed at prices prevailing at the time of order as reflected on Reebok's then current price list. Reebok will not recognize any terms outside of its standard programs except as specifically agreed in writing by Reebok. The amount reflected in a Reebok invoice will be deemed accepted and binding upon Purchaser unless Purchaser notifies Reebok in writing of a dispute within thirty (30) days of the date of the invoice.

Payment Terms: Unless otherwise stated on the invoice, terms of payment shall be net thirty (30) days from the invoice date. Purchaser shall not set off against or deduct from any amounts due to Reebok hereunder all or any part of any amounts owed or alleged to be owed by Reebok to Purchaser. Chargebacks will not be accepted by Reebok unless agreed to in writing between Reebok and Purchaser. A service charge of 1 1/2% per month will be charged on all past due invoices plus costs of collection (including attorneys' fees). This is an annual percentage rate of 18%. There are no discounts to customers having an overdue balance. Each order placed by Purchaser and accepted by Reebok shall be considered an independent transaction, and payment therefore shall be due accordingly. If Reebok, in its sole discretion, at any time is unsatisfied with Purchaser's financial responsibility, or feels it needs further assurance that Purchaser will pay for outstanding orders, Reebok shall be entitled to require Purchaser to pay for its orders on a cash-in-advance basis. If Purchaser is in default under any agreement with Reebok, or fails to comply with any written rule or policy of Reebok, Reebok shall have the right, without prejudice to any other legal remedy, of canceling all outstanding orders. Until payment of all obligations of Purchaser to Reebok is received in full, Reebok shall retain a security interest in the goods covered by this order and the proceeds thereof, with Purchaser agreeing to execute all documents which may be necessary or appropriate to protect and perfect Reebok's security interest therein. Reebok shall have the right to set off and deduct any amounts due to Reebok from Purchaser against and from any amounts owed or allegedly owed by Reebok to Purchaser.

Audit Claims: Reebok invoices will not be subject to any audit claim by Purchaser unless Purchaser notifies Reebok within thirty (30) days after the date such invoice is due.

Delivery: All warehouse orders are shipped F.O.B. shipping point (Reebok loading dock). Container dropship orders are shipped F.O.B. port of entry or as otherwise agreed between the parties. All container dropship Purchasers assume ownership of goods upon notification to Purchaser's designated carrier of availability of the container for pickup (by facsimile delivery of the delivery order therefor, telephone notification or such other method as is customary for presentation) within the delivery window set forth in Reebok's Trading Partner Guidelines from time to time (or such other guidelines as Reebok may issue) required to meet the "in-store" or other delivery date indicated on the purchase order, or as otherwise agreed between the parties. Unless otherwise directed by Purchaser, Reebok will use the carrier designated by Purchaser. Purchaser is responsible for all payments due to the carrier. Purchaser assumes all risk of loss upon delivery of products by Reebok to Purchaser's carrier in the case of warehouse orders and to the bailee in the case of container orders. Reebok is under no obligation to insure shipments unless specifically requested by Purchaser and then only at Purchaser's expense and valuation.

Reebok reserves the right to make shipments in installments within the delivery window indicated on the purchase order. Reebok will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimates only. In no event will Reebok assume any liability, consequential or otherwise, as a result of Reebok's failure to deliver product in accordance with indicated delivery schedules. Delivery of part of an order does not obligate Reebok to make further deliveries, and partial deliveries will be billed when made.

Changes in Orders: Changes in orders will be considered only (i) within thirty (30) days of order submission in the case of container orders, or (ii) no later than forty-five (45) days prior to the first shipment date indicated on the order in the case of warehouse orders.

Order Termination by Purchaser: Warehouse orders may be cancelled by the Purchaser only upon written authorization from Reebok's Corporate Headquarters Office in Canton, Massachusetts and only will be considered if requested no later than forty-five (45) days prior to the first shipment date indicated on the applicable order. Container orders may not be cancelled. Any exceptions to the foregoing order termination policy with respect to container orders may only be made with the written approval of a Reebok Sales Vice President. Cancellations exceeding 10% of any monthly futures bookings will result in loss of discount. Special make-up orders and custom product orders are not cancelable under any circumstance.

No Transshipments: Reebok sells only directly to selected retail outlets for resale by them only to end users at approved physical retail locations. Proposed sale at any new retail outlet requires advance written approval from an authorized Reebok official of Reebok's Corporate Headquarters Office in Canton, Massachusetts. Resale or transshipment of merchandise to an unauthorized location or to another business is expressly prohibited, violates the terms and conditions of sale and may result in cancellation of existing orders and/or termination of Purchaser's business relationship with Reebok. It is understood and agreed that said prohibition of transshipment includes without limitation sales via the Internet or other media, fulfillment of sales originating from electronic media, as well as sales through mail, direct order or catalogues, unless expressly authorized in writing through a separate contractual agreement with Reebok. Purchaser will not purchase Reebok products from any source other than Reebok.

Change in Ownership: In the event of a sale of or a partial or total change in ownership in Purchaser or any of Purchaser's approved retail outlets, the new owner(s) must apply to Reebok for approval as an authorized dealer and Purchaser will not be eligible to obtain Reebok merchandise until the application is approved in writing by Reebok's Corporate Headquarters Office in Canton, Massachusetts.

Representative Amount of the Line: Reebok sells only to retail outlets which carry a representative amount of the line as deemed appropriate by Reebok in light of the type of retail outlet, the status of Reebok's line or lines of merchandise, and marketing conditions. Failure of a retailer to do so contravenes the terms and conditions of sale and may result in cancellation of existing orders and/or termination of Purchaser's business relationship with Reebok.

Distribution Channels: Reebok reserves the right to limit the distribution of some product lines or segments to certain selected distribution channels.

Design Changes: Reebok reserves the right to discontinue product lines and to make changes offered in products at any time.

Allocations: Acceptance of orders and shipments are subject to allocation by Reebok in times of product shortages in response to factors deemed most appropriate by Reebok at the time.

Merchandising of Products: Purchaser agrees to (a) provide prompt, courteous service to its Reebok consumers using personnel trained in the selling and servicing of athletic products and Reebok products in particular; and (b) merchandise Reebok products consistent with guidelines established by Reebok including with respect to the in-store display of Reebok products.

Shortages: All claims for lost or damaged shipments (a) with respect to warehouse orders, must be made directly to the delivering carrier, and (b) with respect to containers, must be made in accordance with Reebok's claims policy, a copy of which is available on request. Shortages due to packing errors must be reported to Purchaser's Reebok Account Service Representative in Canton, Massachusetts within fifteen (15) days of receipt in the case of shortages in cartons and within thirty (30) days of receipt in the case of concealed shortages.

Return Goods Policy: All returns, including the product assortment and quantity to be included as a return, are subject to pre-authorization by Purchaser's Reebok Account Service Representative at Reebok's Corporate Headquarters Office in Canton, Massachusetts. Defective and return to stock items must be authorized and returned separately. Upon approval by Reebok, a Return Authorization Number and, if requested, Label, which must be clearly affixed to the outside of the carton will be issued to the customer. Purchaser is responsible for freight and handling charges on returns of any product other than authorized defective merchandise. Purchaser must follow Reebok's Returns Guidelines to ship authorized defective returns under Reebok's freight carrier contracts. Freight for defective merchandise that is shipped under the Purchaser's freight contracts is not accepted as a deduction on product invoices and is not accepted for reimbursement. Returns not carrying the Reebok Return Authorization Number will be refused delivery by Reebok and will be returned to the Purchaser. Reebok is not responsible for freight charges resulting from unauthorized returns. Merchandise must be returned in the same salable condition as received. Credit will not be issued for any product items or quantities other than as specifically included in the pre-authorization. All returns must be shipped to Reebok in accordance with Reebok's Routing Guide for return freight. With defective merchandise, the customer's account will be credited at full value. First quality returns will be credited to the customer's account at full value less a fifteen percent (15%) restocking charge. Shipments refused by the Purchaser will be credited at full value if the shipment error is by Reebok. Shipments refused for reasons not attributable to Reebok will be credited at full value less fifteen percent (15%) restocking charge. Reebok reserves the right to assess a charge on return shipments for the removal of any pre-ticketing.

Customer Routing and Logistic Requirements: Reebok will not be bound to terms, directives or requirements set forth by Purchaser through Routing and Logistic Guides unless Reebok has agreed in writing to such terms, directives or requirements. In addition, Purchaser may incur charges for value added services (labeling, ticketing, and special packaging). Routing and Logistic Manuals should be directed to the Compliance Department located at Reebok's corporate headquarters office in Canton, Massachusetts.

Limited Warranty: Reebok warrants that its products, at the time of shipment, are free from defects in workmanship and materials. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser's remedies are exclusively limited to replacement of or credit for any defective product (at the option of Reebok) but such replacement or credit shall be made only if the Purchaser follows the terms and conditions set forth herein under the "Return Goods Policy" section.

Production Standards: Products covered by any Reebok invoice are produced and furnished in accordance with the Reebok Human Rights Production Standards, a copy of which is available on request made to Reebok.

Limitation of Liability: REEBOK ASSUMES NO LIABILITY EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS AND IN NO EVENT WILL REEBOK BE LIABLE FOR LOSS OF PROFITS, INTERRUPTION OF BUSINESS OR ANY OTHER SPECIAL INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE.

Force Majeure: If a delivery date is specified, that date will be extended to the extent that delivery is delayed by reason of fire, flood, war, riot, strike, natural disaster, or any other event beyond Reebok's reasonable control and if, as a result of such a delay, the goods ordered are unavailable, Reebok may substitute comparable goods.

General: This contract shall be construed and enforced in accordance with the laws of Massachusetts. The Massachusetts courts (state and federal) will have exclusive jurisdiction of any controversy between Purchaser and Reebok, and no court action may be brought by either party against the other outside of Massachusetts. Both Reebok and Purchaser waive their right to jury trial in any controversy or court action between them. Any action for breach of contract must be commenced within one (1) year from the date of the delivery of the goods. Purchaser's rights under this contract may not be assigned, transferred, or sold by Purchaser without the prior written consent of Reebok, and such assignment will be void. Reebok may assign this contract only to a parent, subsidiary, or affiliated firm, or to another entity in connection with the merger, sale or transfer of all or substantially all of its business. Subject to these restrictions, the provisions of the contract shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns. Terms and conditions are subject to change by Reebok without prior notice. The Reebok Authorized Retail Dealer Agreement and these terms and conditions of sale constitute the entire agreement between the parties with respect to the subject matter hereof and supercede all previous agreements or understandings between the parties with respect thereto. No additions to, deletion from, or modification of any of the provisions herein shall be binding upon Reebok unless made in writing and signed by a duly authorized representative of Reebok, the terms and conditions herein being final, complete and exclusive statement of terms of agreement between Reebok and Purchaser.