



# GENERAL TERMS AND CONDITION OF SALE

Lacrosse/Field Hockey: For Retailers and Vendors

STX is not bound by any terms of customer's purchase order or other offer, whether oral or written, which attempt to impose any conditions inconsistent with STX's terms and conditions of sale set forth here or in the current Lacrosse Booking Program (collectively, "STX Terms & Conditions"). STX's failure to object to provisions contained in any purchase order or other oral or written offer shall not be deemed a waiver of the provisions of STX Terms & Conditions, which shall constitute the entire contract between the parties. In the event of any material difference between STX Terms & Conditions and any purchase order or other offer by customer, the agreement between STX and you as customer shall nonetheless be binding and shall be governed by Section 2-207 (3) of the Uniform Commercial Code.

All orders will be paid for in advance unless credit terms have been obtained from STX.

Credit terms are reviewed each season through the booking program (see current Lacrosse Booking Program for details and additional terms). All orders shipped with terms will be charged interest at a monthly rate of 1.5% (or the highest rate permissible by law) for invoices remaining unpaid 30 days past approved term.

## **Minimum Advertised Price Policy (MAP):**

In order to promote STX's reputation for superior technology and quality products and to encourage our dealers to achieve the margins essential to support robust product promotion and the delivery of quality service to consumers at the point of sale and otherwise, STX has adopted a Minimum Advertised Price Policy for selected products. The policy, which complements STX's advertising assistance programs with customers, states as follows:

With respect to products for which a Minimum Advertised Price is specified on the current STX Price List, it is STX's unilateral policy to review non-conforming advertising and to determine whether, after a twenty-four (24) hour period, the advertising remains nonconforming. If the advertising remains non-conforming, STX reserves the right to place the account on "Hold" or have the allocation of all STX products and/or services as to that account terminated indefinitely.

Advertising shall be deemed out of compliance when any dealer's advertising of the product contains a price (including discounts, coupons, promotions, rebates, and the like) more than \$0.01 lower than the Minimum Advertised Price set forth in the current STX Price List. This policy applies to all forms of dealer advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network. Any price information relating to STX products on an Internet website which can be accessed directly through any hypertext link or by any other method which uses the hypertext transfer protocol (http) is considered to be advertising for purposes of this policy. Electronic mail sent in direct response to a

*(cont'd)*



# GENERAL TERMS AND CONDITION OF SALE

Lacrosse/Field Hockey: For Retailers and Vendors *(cont'd)*

customer inquiry is not considered to be advertising.

This policy only concerns advertised prices, and does not relate to the actual sales price of any item. Further, this policy applies equally to all STX distributors and dealers.

The foregoing is a statement of STX's unilateral policy and expresses the terms upon which we will deal with our customers. This policy may be modified by STX from time to time on its website at [www.STX.com/legal](http://www.STX.com/legal). STX does not seek, nor will it accept, any agreement or understanding with respect to the prices you may charge at any time.

## **Collection / Fees:**

A \$25.00 service charge will be assessed for each returned check. Any account with unpaid returned checks may be, at STX's discretion, placed on cash-in-advance terms. In the event a claim for monies due STX is placed with a collection agency and/or attorney for collection, customer agrees to pay all costs incurred by STX in regard to said collection; including, but not limited to court costs and reasonable attorney's fees. The sale of any merchandise by STX to customer shall be governed by and construed in accordance with the laws of the State of Maryland. It is agreed and stipulated that jurisdiction and venue for any legal action arising from any sale of STX's merchandise shall be in the State Courts of Maryland (i.e., the district court or the circuit court) for Baltimore City or any federal court that has jurisdiction and is situated in Maryland, except that STX may file and enforce a lien against a debtor in any jurisdiction where its collateral is located. It is further agreed that the amount of any deductions taken without prior written authorization from STX will remain due and owing.

## **Orders:**

No order terms (e.g. price, quantity, colors) will be changed after STX's Order Confirmation is sent, unless STX is notified of a legitimate discrepancy within two (2) business days of an Order Confirmation's receipt. A service charge of \$10.00 on all orders under \$200.00 will apply. Requests for samples will be handled as a regular order and billed accordingly.

## **Shipments:**

All orders shipped FOB STX warehouse Baltimore, MD. "Drop Shipments" to a customer's customer will NOT be made without authorization from STX management. Authorization for the current Lacrosse season (starting June 1, of the prior year) must be obtained even if STX has provided the "drop shipment" service in the past. A service charge of \$5 will be applied to all "Drop Shipments"

## **Returns:**

STX has no obligation to accept credits or returns ten (10) days after receipt of goods. Returns will not be accepted without a Return Authorization issued by STX. Refunds will be issued as credits on future purchases. Orders refused or cancelled after requesting ship dates are subject to a 20% restocking fee plus any out-bound freight costs. STX shall not be liable for any delay or default in performance where occasioned by any cause beyond the reasonable control of STX, including, but not limited to, armed



# GENERAL TERMS AND CONDITION OF SALE

Lacrosse/Field Hockey: For Retailers and Vendors *(cont'd)*

conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, lockouts, slowdowns or other disruptions; natural disasters; breakdowns or failure of plant machinery or equipment; actions of any civil or military authorities; or failure to obtain required authorizations. Customers shall accept any delivery which has been so delayed provided such delivery is made within a reasonable period of time following the termination of such condition. STX reserves the right to ship alternate colors unless otherwise specified.

## **Damaged Goods / Shortages:**

All claims for lost or damaged shipments must be made directly to the delivering carrier.

STX is not responsible for damage or loss during shipment. All cartons and contents should be inspected for damage and verification of material ordered. **SHORTAGES MUST BE REPORTED TO STX WITHIN TEN (10) DAYS OF RECEIPT OR CLAIM WILL BE DENIED.**

## **Cancellations:**

All orders are considered valid and will be shipped, as merchandise becomes available, unless written notice is received and approved by STX at least thirty (30) days prior to shipment. To cancel a backorder, STX's sales order number and/or invoice number must be included. Order cancellations may result in loss of payment terms, discount on previous and future orders and/or a restocking fee of no less than 20%.

## **Limited Warranty:**

STX lacrosse equipment and certain other STX Items (excluding pockets, stringing, Mini STX, accessories, promotional items (e.g. camp giveaways), finishes (e.g. chrome, paint), graphics and overmolding) are covered by the following "Limited Warranty": STX will replace unusable or broken products (or provide a replacement with equal value) that break or become unusable under normal playing conditions due to poor workmanship and/or material failure within:

- Six (6) months from the date of purchase of field hockey sticks
- Six (6) months from the date of purchase of lacrosse heads (excluding chrome), handles (excluding AL6000 series) and goggles
- Three (3) months from the date of purchase of mesh
- 60 days from the date of purchase of protective equipment (gloves, arm guards, arm pads, shin guards etc.) and bags
- 30 days from the date of purchase of accessories and apparel

## **Conditions for Warranty Approval:**

- Proof of Purchase
- Delivery to the following address and the allowance of 5-7 weeks for processing:  
*Attn: Warranty  
1500 Bush Street  
Baltimore, MD 21230*
- Warranty time period remaining on item returned
- No intentional modifications (e.g. engraving, gouging, branding, drilling, pinching, baking, dying, bending or evidence of excessive flexing) or other deliberate abuse
- Pocket removed from any returned men's head
- All returned items become the property of STX

*(cont'd)*



# GENERAL TERMS AND CONDITION OF SALE

Lacrosse/Field Hockey: For Retailers and Vendors *(cont'd)*

## **Effective Date:**

The effective date for prices is June 1 of the prior year (June 1, 2016 for the 2017 season).

## **Distribution:**

Authorized STX Dealers may only distribute, ship, advertise, feature or display STX products at an STX authorized physical location registered with STX or through an authorized website registered with STX (including auction websites such as eBay and Amazon Marketplace). Requests for additional distribution locations (including complete physical address and lease) and/or websites must be in writing no less than 60 days prior to intended opening or activation date. Authorization is within STX's sole discretion.

## **Diverted Product:**

Customer agrees that it will not sell, deliver or divert STX product(s) to anyone outside the normal course of customer's retail or team sale business. STX reserves the right to immediately suspend orders from and/or terminate the authorized dealer status of violators of this policy.