

APPLICATION FORM
To Become an Authorized Wolverine Retailer
With Internet Presence

Instructions: Submit one application per Wolverine World Wide brand. Email completed form to your sales representative.

AUTHORIZED WOLVERINE BRAND _____

RETAILER INFORMATION

Retailer Legal Name Name(s) _____

(Include any DBAs)

Retailer Telephone (_____) _____ - _____

Retailer Address _____ City _____

State _____ Zip Code _____ Country if not USA _____

State Tax ID # _____ Employer ID # (EIN) _____

Authorized Retailer Website(s)

(List all websites and/or domain names owned or operated by or linked to Retailer)

ACCOUNT INFORMATION

Contact Name(s) _____

Contact Title _____

Contact's Telephone (_____) _____ - _____

Contact's Email Address _____

By submitting this application to become an authorized Wolverine retailer with internet presence, Customer (Applicant) and any affiliate acknowledges and agrees to the Wolverine World Wide, Inc. Internet Agreement.

**** The specifics of this Internet Agreement Supersedes any prior agreement ****

WOLVERINE WORLD WIDE, INC. – INTERNET AGREEMENT

Wolverine hereby grants to Retailer a non-exclusive revocable License to market, advertise, display, sell or offer to sell items produced or marketed by the Wolverine brand(s) listed in the Application Form (the “Authorized Products”) to end-consumers through the Authorized Retailer Website(s) ONLY and pursuant to Wolverine’s Standard Terms and Conditions of Sale and this Internet Agreement. Retailer shall not market, advertise, display, sell or offer to sell the Authorized Products through any other website or internet domain, including but not limited to eBay or Amazon Marketplace, without first obtaining Wolverine’s prior written consent in Wolverine’s sole discretion. This Internet Agreement supersedes any and all prior agreements relating to the sale of Wolverine products on the internet or drop shipment of any product offered for sale by Wolverine.

- Retailer acknowledges that the presentation, quality, trademark usage, images, customer service, and all other aspects of Retailer’s Website relating to the Authorized Products shall be in strict accordance with this Internet Agreement and subject to Wolverine’s continued review and approval, which approval may be withheld or denied for any reason. Retailer shall not indicate or create an impression that it is in any way related to Wolverine.
- Retailer will sell Products only to end-consumers located in the United States only and in quantities typical of purchases for individual use.
- All customer service, inventory, returns, quality, credit and collection issues or claims whatsoever the nature with respect to Authorized Products purchased from Retailer shall be the sole responsibility of Retailer. Wolverine will not drop-ship to Retailer’s customers unless otherwise agreed to by Wolverine in connection with a written drop-ship agreement at a specified prepaid charge.
- This Internet Agreement applies only to the Authorized Retailer Website(s) listed above in the Application Form and Retailer is not authorized to sell on, or directly or indirectly through, any other website, including without limitation eBay or Amazon Marketplace.
- Retailer acknowledges that it is independently responsible for all prices quoted by Retailer.
- Retailer acknowledges Wolverine’s ownership of all trademarks, service marks, tradenames, and other intellectual property in association with the Authorized Products.
- This Internet Agreement does not give Retailer any right or interest in any intellectual property or trademarks of Wolverine. No Wolverine trademarks, trade names or other intellectual property names shall be used or registered by Retailer or used as part of Retailer’s internet domain names, email addresses, or through an affiliate network, without Wolverine’s express written consent, which consent may be revoked at any time.
- Wolverine has developed and adopted, and may update from time to time, a Search Engine Marketing Policy governing bidding for advertisements relating to search terms that include Wolverine’s trademarks and/or the use of Authorized Product images in product listing advertisements. Retailer agrees to comply with this Policy and any such related policies, as updated from time to time in Wolverine’s sole discretion.
- This Internet Agreement shall remain in effect until either party terminates by providing fourteen days’ written notice to the other party; provided, however, that either Wolverine or Retailer may terminate this Internet Agreement in whole or with respect to any of the Wolverine brands indicated above for any or no reason upon fourteen (14) days written notice. In the event of such termination, Retailer’s internet advertising, sale or display of Wolverine trademarks, or other internet use with respect to such Authorized Products shall cease immediately. Notwithstanding anything to the contrary in this paragraph, violations of this Internet Agreement, including but not limited to sale of Authorized Products through unauthorized websites, shall constitute a material breach of this Internet Agreement resulting in immediate account de-activation and cancellation of pending orders without further liability to Retailer by Wolverine and Retailer’s internet advertising, sale or display of Wolverine trademarks, or other internet use with respect to such Authorized Products shall cease immediately.
- Termination of this Internet Agreement shall not, by itself, affect Retailer’s ability to sell Products through any physical storefront locations operated by Retailer.
- This Internet Agreement shall be considered to have been made in the State of Michigan and shall be governed by and interpreted according to Michigan law, without regard to conflict of law principles. Any action arising out of or relating to the Agreement may be brought only in any federal or state court in Grand Rapids, Michigan having jurisdiction of the subject matter. Retailer irrevocably consents that such court shall have personal jurisdiction over Retailer and waives any objection that the court is an inconvenient forum. In addition, Wolverine may seek to obtain or enforce an injunction against Retailer in any state or federal court having jurisdiction of the subject matter.