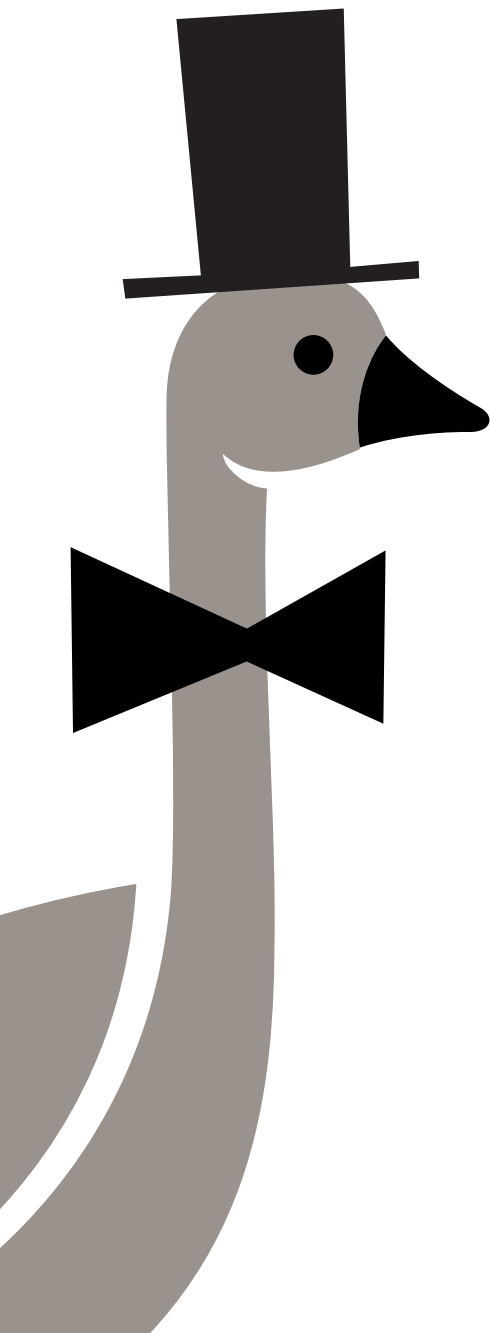


UNCLE GOOSE™



THANK YOU for your interest in becoming an Uncle Goose™ retailer. By carrying our products, you are displaying a passion for helping your customers educate their children and introduce them to a limitless world of imaginative play. We have been handcrafting toys almost since we were young enough to play with them ourselves. We are committed to creating unique block sets that become family heirlooms, which can eventually be passed down through generations.

Please complete and return the credit application to office@unclegoose.com or fax it to 616-248-4723. Your application will be processed as soon as it is received.

Thank you for choosing Uncle Goose™ products.



www.unclegoose.com



APPLICATION

STORE NAME _____

ADDRESS _____

CITY _____

STATE _____

ZIP _____

TELEPHONE _____

FAX _____

YEARS IN BUSINESS _____

WEBSITE _____

OWNER _____

PHONE _____

EMAIL _____

AUTHORIZED BUYER _____

PHONE _____

EMAIL _____

TAX ID# _____

RESELLER # _____

TYPE OF STORE

Toy

Gift

Clothing

Other _____

SALES CHANNEL

Bricks & Mortar

Bricks & Mortar Plus Internet

Internet Only

(Please complete and sign Internet Policy)

How did you hear about us? _____



CREDIT REFERENCES

Authorization is hereby granted to Uncle Goose™ to obtain a credit reference from:

NAME

ACCOUNT #

CONTACT

PHONE

FAX

NAME

ACCOUNT #

CONTACT

PHONE

FAX

NAME

ACCOUNT #

CONTACT

PHONE

FAX

SIGNATURE

DATE

TITLE

COMPANY

WHOLESALE TERMS AND CONDITIONS

These terms and conditions govern the sale of Uncle Goose™ brand products to authorized Uncle Goose™ resellers. lindenwood Inc. d/b/a Uncle Goose™ provides these terms, conditions and policies in an effort to service the retailer in a manner consistent with our global reputation as a supplier of high-quality handcrafted products. Uncle Goose™ is allowing you (Authorized Reseller) to purchase our products at wholesale prices as long as you abide by our terms, conditions and policies regarding the promotion and sale of our products.

Uncle Goose™ brand items are not to be resold by you to any dealers, retailers (store front or internet based), wholesalers or export distributors. Any authorized reseller who sells Uncle Goose™ products to any open auction site or knowingly sells to consumers that resell Uncle Goose™ products on any open auction site (such as eBay) will be in violation of this policy and Uncle Goose™ may then refuse to sell to you any further products.

MINIMUM ADVERTISED PRICING (MAP) POLICY

We have implemented a minimum advertised pricing policy (“MAP” policy) to protect the Uncle Goose™ brand name and to support the products on a consistent basis. We will not support or sell to authorized resellers that advertise our products at a price less than “MAP” prices. Our “MAP” policy applies only to advertised prices, which means print, direct mail, broadcast, catalog and electronic media including Internet e-commerce sites. Violation of this “MAP” policy will result in immediate termination of your account. Should this occur all unpaid invoices become immediately due and payable. All current and future Uncle Goose™ items shall be covered by this “MAP” policy unless otherwise indicated in writing by lindenwood, Inc.

ORDER REQUIREMENTS

- ★ Orders below \$150.00 are subject to a \$10 handling fee.
- ★ All purchase orders must be signed by an Authorized Buyer.
- ★ Prices and product availability are subject to change without prior notice.

BACKORDERS

- ★ Backorders under \$50 will be canceled unless otherwise noted on the order.
- ★ Backorders that apply to orders that initially qualified for FFA are shipped FFA.

RETURNS POLICY

- ★ All sales are final. Returns are only permitted with authorization from an authorized employee of lindenwood, Inc.
- ★ Returned and refused shipments are subject to a 25% restocking fee. All return freight is to be paid by customer.
- ★ Claims for merchandise shortage or damaged goods must be made within 10 days of receipt of shipment.
- ★ In the event that an Authorized Reseller intends to go out of business, the Authorized Reseller shall immediately contact lindenwood, Inc and request a return goods authorization for credit provided that the merchandise is resalable. Liquidation of Uncle Goose™ brand products is strictly prohibited.

PAYMENTS

- ★ Payments must be made via COD or credit card (Visa, Mastercard, Discover, and American Express are accepted) until an open account can be established. To establish an open account you must provide us with at least three (3) credit references. We have complete discretion regarding whether to establish an open account with you.

- ★ Payments made on open accounts with credit cards are subject to an internal handling fee of \$7.
- ★ If you establish an open account with us, you agree to pay our invoice within Thirty (30) days of invoicing.
- ★ Past due accounts are subject to a late payment fee equal to two percent (2%) per month of the outstanding balance. We will charge a late payment fee for each month that your past-due account remains unpaid. We charge a \$50 fee for each returned check.
- ★ All merchandise remains the property of Uncle Goose™ until invoice is paid in full.

SHIPPING/FREIGHT

- ★ All products are shipped FOB Grand Rapids, Michigan via UPS Ground unless otherwise specified and agreed to by lindenwood, inc. d/b/a Uncle Goose.
- ★ We make every effort to ship promptly but you should allow one (1) to two (2) weeks from the date of acceptance of your order before shipment. We cannot guarantee that the product you order is in stock, when your order will ship, or when you will receive your order.
- ★ Delivery means delivered to the address listed on the purchase order and signed for at that address. We are not responsible for unauthorized signers, loss, or damage after the shipment has been signed for.

USE OF TRADEMARKS AND COPYRIGHTED MATERIAL

The Uncle Goose™ brand is trademarked and is the intellectual property of lindenwood, Inc. Our logo and/or trade name shall never be used in whole or part of your company name or website URL's. Any implication that your company is anything other than an "authorized dealer or reseller" will result in immediate termination of your account. All authorized dealers and resellers are given limited consent to use Uncle Goose™ material, including product images and product copy, as long as the images are provided to you by Uncle Goose™. This material should be used for the sole purpose of promotion and advertisement of Uncle Goose™ products. Failure to comply with the terms of this limited consent as explained will result in the immediate termination of your account and may result in legal action.

LEGAL

- ★ **WE MAKE NO WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.**
- ★ You consent and agree to the exclusive jurisdiction of the courts sitting in the Western District of Michigan, Kent County and Grand Rapids, Michigan. If you commence any legal proceedings of any kind against us you must do so in Kent County, Michigan, Grand Rapids, Michigan or the Western District of Michigan, as applicable. You agree to waive any objection to venue or argument for inconvenient forum. Michigan law exclusively governs these Terms and Conditions, and the sale of our product to you.

I have read and agree to the wholesale terms and conditions

NAME

TITLE

DATE

INTERNET POLICY

We are fully committed to furthering our relationship with you, our Authorized Resellers, and to promoting the Uncle Goose brand. Our companies must work together to build customer confidence in our product and the Authorized Resellers. In this, the age of the Internet, customers are perplexed by differences in product pricing throughout the Internet. They are further confused by sales, odd shipping policies and hidden costs.

Lindenwood, Inc. chooses to work with accounts that can offer our merchandise with superb customer service and support on a consistent basis. We strive to keep Uncle Goose™ as a brand that consumers love to own and are confident is fairly priced across the breadth of retail internet distribution. Because of our commitment to this philosophy, we stand firm on suggested retail prices.

We thank you for your understanding of our philosophies and hope this will help you maximize your profits with Uncle Goose™ brand products.

FOR ACCOUNTS SELLING VIA THE INTERNET

Please review our Minimum Advertised Pricing Policy

AMAZON FBA ACCOUNTS

We have a limited numbers of openings for new Amazon FBA accounts. In 2011 we will NOT be accepting new Amazon FBA accounts. Your use of Amazon.com to sell our product is certainly permitted just not through their "Fullfilled By" system.

OPEN AUCTION SITES (example: eBay)

We feel that sales of Uncle Goose™ brand products on open auction sites diminishes the perceived value of our products. Thusly we ask you not to use such sites as a method of distribution of our products.

So that we have a better understanding of your channels of distribution we ask that you please list all d/b/a's, URL's and assumed names you wish to sell our product through:

I have read and agree to the Internet terms, conditions and policies.

NAME

DATE