



INFORMATION



STOCK, MODIFIED AND CUSTOM SIZING (EXCEPT FOR CUSTOM BASEBALL, CUSTOM SOFTBALL AND DQT WRESTLING)

MEN'S BODY MEASUREMENTS

Size	Chest		Waist		Hip		Inseam
S	35	37 1/2	29	32	35	37 1/2	32 1/4
M	37 1/2	41	32	35	37 1/2	41	32 1/2
L	41	44	35	38	41	44	32 3/4
XL	44	48 1/2	38	43	44	47	33
2XL	48 1/2	53 1/2	43	47 1/2	47	50 1/2	33 1/4
3XL	53 1/2	58	47 1/2	52 1/2	50 1/2	53 1/2	33 1/2

WOMEN'S BODY MEASUREMENTS

Size	Bust		Waist		Hip		Inseam
XS (0-2)	29 1/2	32 1/2	23 1/2	26	33	35 1/2	31 1/4
S (4-6)	32 1/2	35 1/2	26	29	35 1/2	38 1/2	31 1/4
M (8-10)	35 1/2	38	29	31 1/2	38 1/2	41	31 1/2
L (12-14)	38	41	31 1/2	34 1/2	41	44	31 1/2
XL (16-18)	41	44 1/2	34 1/2	38 1/2	44	47	31 3/4
2XL (20-22)	44 1/2	48 1/2	38 1/2	42 1/2	47	50	31 3/4

BOYS' BODY MEASUREMENTS

Size	Chest		Waist		Hip		Height	
XS	25 1/2	26	23 1/2	24	27	28	3' 11"	4' 3"
S	26	27	24	25 1/2	28	29 1/2	4' 3"	4' 7"
M	27	29 1/2	25 1/2	27	29 1/2	31 1/2	4' 7"	4' 11"
L	29 1/2	32	27	28 1/2	31 1/2	33 1/2	4' 11"	5' 3"
XL	32	35	28 1/2	29 1/2	33 1/2	35	5' 3"	5' 7"

GIRLS' BODY MEASUREMENTS

Size	Bust		Waist		Hip		Height	
XS	25 1/2	27	23 1/2	24	27	29	3' 11"	4' 3"
S	27	29	24	25	29	31	4' 3"	4' 7"
M	29	31	25	27	31	33	4' 7"	4' 11"
L	31	33 1/2	27	28	33	35	4' 11"	5' 3"
XL	33 1/2	36 1/2	28	29 1/2	35	37	5' 3"	5' 7"

NikeFIT System

Functional Innovative Technology

DRI-FIT

NIKE SPHERE COOL
NIKE SPHERE REACT COOL
NIKE SPHERE MACRO REACT
DRI-FIT
NIKE SPHERE DRY
NIKE SPHERE REACT DRY

Keeps An Athlete Dry + Cool

THERMA-FIT

THERMA-FIT
NIKE SPHERE THERMAL

Keeps An Athlete Dry + Warm

STORM-FIT

CLIMA-FIT
NIKE SPHERE PRO
NIKE SPHERE REACT PRO
STORM-FIT

Keeps An Athlete Dry
+ Protected From The Elements

ICONS, LOGOS AND TRADEMARKS

 New Style	 365 Colorway	 365 Style	 Futures	 Youth
 Modified Uniforms	 Custom Uniforms	 Homeplate	 NFHS	 FIFA APPROVED
 MEETS NOCSAE STANDARD	 DRI-FIT	 THERMA-FIT	 STORM-FIT	 FIFA INSPECTED

APPAREL GLOSSARY

FIBERS

COTTON - This natural fiber has a soft, dry, comfortable feel. It also readily absorbs moisture, which can be argued as both a benefit and a disadvantage.

- **Certified Organic Cotton** - A natural staple fiber that has been grown and harvested without the use of synthetic chemical pesticides, fertilizers or defoliants for at least three years and inspected annually for organic certification by a third party accredited agency.

MICROFIBER - Very fine synthetic filament fibers. In Dri-FIT fabric, they help move moisture by capillary action. In Therma-FIT fabric, their larger surface area helps trap warmed air. In Clima-FIT fabric, microfibers allow for dense coverage with breathability.

NYLON - The most absorbent synthetic fiber. As well as being lightweight and quick drying, nylon's benefits include durability and easy care.

POLYESTER - A synthetic fiber, polyester is easy to care for, resists wrinkles and has very low absorbency, which makes it ideal for moisture management. Polyester fiber also has high thermal retention, which makes it a good insulator.

SPANDEX - The generic term for a synthetic stretch fiber. Spandex has excellent stretch and recovery, and can be used for form-fitting garments like bodywear, or to add comfort and freedom of movement to looser garments.

WOOL - A natural fiber made from the fleece of lamb or sheep. Used in Nike sweaters and headwear to provide soft, warm, comfortable wear.

FABRICS

CLIMA-FIT - Nike trademark for fabrics that offer water and wind resistance in light weather conditions with a high level of breathability. The primary construction for Clima-FIT is densely-constructed polyester microfiber woven.

COOL MOTION - Nike trademark for fabric engineered to enhance airflow and comfort during movement. This fabric utilizes a Dri-FIT ventilated underlayer for comfort and vents in the lightweight outer membrane for convective cooling.

CREPE - Made of cotton or synthetics, crepe has an irregular surface and comes in different degrees of sheerness. Look for lightweight polyester crepe in Nike short liners.

DOBBY - A weaving method that can produce geometric patterns. If different fibers or yarns are used, the fabric can be cross-dyed for a two-color effect.

DOUBLE KNIT - A circular knit fabric knitted with two sets of needles to create a double thickness. This also allows the use of different colors, fibers or yarns on each side of the fabric.

DRI-FIT - Nike trademark for fabrics that wick moisture to help keep athletes dry and comfortable.

- **Dri-FIT UV** - Moisture management with UV solar protection.

DROP NEEDLE - A drop-needle rib knit construction adds visual interest and makes for a slim-fitting garment.

DURASHEEN - The Nike name for a medium to heavy warp knit tricot, which uses bright yarns to give a very shiny appearance. It looks fast and flashy on the basketball court.

FAILLE - A medium-weight, woven fabric with flat ribs created by using heavier filling (horizontal) yarns.

FLEECE - A knit fabric with a brushed or sheared surface. Made of cotton blends or polyester, fleece is soft, comfortable and warm. Body heat warms the pockets of air between the raised fibers, enabling heat retention without adding weight.

FRENCH TERRY - The same construction as fleece, without the brushed surface.

INTERLOCK - A type of double knit. The fabric has a smooth surface on both sides, contains less elasticity than ribs and possesses good wearing qualities.

JACQUARD - An intricate method of knitting used to create a pattern, either simple or elaborate in design.

JERSEY - A basic knitted fabric. Think soft basic tees, bottoms, and linings.

MESH - Warp knit or circular knit construction with large or small holes to allow air movement through the fabric.

MICROFAILLE - A fine, woven fabric with a subtle rib.

MICROFIBER TAFFETA - A fairly dense woven fabric made from microfiber polyester, providing good water and wind resistance without a coating.

MICROFIBER TWILL - Microfiber polyester yarns woven in a twill construction for a soft hand and drape.

NIKEFIT - Nike's trademark collection of innovative performance fabrics, designed to keep the athlete comfortable in a variety of conditions and activities. (See individual fabric descriptions for details.)

NIKE SPHERE - Fabrics that help you create your own personal atmosphere.

- **Nike Sphere Cool** - Technology to help keep you cool and comfortable when you perspire.
- **Nike Sphere Dry** - Technology that utilizes a three dimensional construction to help keep you dry and to reduce cling from perspiration.
- **Nike Sphere Pro** - A water resistant/breathable outer layer incorporated into Nike Sphere fabrications for protection against the elements.
- **Nike Sphere Thermal** - Lightweight warmth without bulk. Three-dimensional construction creates insulating air space, warming the body with its own heat.

NIKE SPHERE REACT - A performance collection of pinnacle Nike Sphere materials that uses proprietary, patent-pending technology to react and adapt to changes in the wearer's environment, including outside weather conditions and inside the garment.

- **Nike Sphere Macro React** - Technology with laser cut vents that open when you perspire and close when dry to help keep you cool and comfortable.
- **Nike Sphere React Cool** - Technology that reacts to your body by increasing airflow to help keep you cool and comfortable when you perspire.
- **Nike Sphere React Dry** - Innovative fabric that reacts to your body to help keep you dry and reduce cling from perspiration.
- **Nike Sphere React Pro** - Fabric that reacts to your body, increasing breathability to help keep you dry and comfortable in light weather conditions.

OXFORD - A woven fabric where yarns are woven together in parallel. When made with fine cotton yarns, it yields a soft, drapable lightweight shirting fabric. When made with heavy synthetic yarn, it yields a durable textured fabric for outerwear and bags.

PIQUÉ - From the French word meaning "quilted," this textured knit fabric is made of cotton or synthetics. Piqué is often found in polos. Double knit and fleece fabrics can also be produced with a piqué face.

PLATED - A fabric construction in which the yarn on the face of the fabric is a different color or content than the yarn on the back. Often, a shiny synthetic filament yarn is used on the face, with a soft cotton spun yarn on the back.

POPLIN - A medium-weight, plain weave fabric, traditionally made from cotton, with a fine rib effect.

RIPSTOP - A woven fabric with heavier yarns placed in a checkerboard or diamond pattern. This adds strength, prevents rips or tears from spreading, and also adds a visual effect.

SATIN - Satin fabrics have a smooth, lustrous face while the back of the material is dull. The satin weave and finishing provides an enhanced surface texture.

STORM-FIT - Nike trademark for fabrics that are water and windproof with a high level of breathability to keep you comfortable and dry in rain, sleet and snow. The primary construction for Storm-FIT is polyester or nylon woven with a breathable laminate.

- **Storm-FIT 5, 10, and 20** refers to the blockage of wind and rain penetration at 5,000mm, 10,000mm, or 20,000mm of water pressure.

SUPPLEX NYLON - Trademark of Invista for fabrics made of air-textured nylon to give a look and feel like cotton.

TACTEL NYLON - Tactel is a trademark of Invista for a nylon fiber that has a soft hand and improved moisture management.

TAFFETA - Refers to a variety of smooth, crisp, sometimes shiny, synthetic woven fabrics.

THERMA-FIT - Nike trademark for materials that provide warm insulation with wind resistance. The primary construction is microfiber polyester fleece.

TRICOT - A warp knit fabric using synthetic yarns. Tricot can be very lightweight (for use as a liner), can be made with spandex (in tights) or can be substantial and rigid (for use in shiny, traditional basketball shorts).

TWILL - A woven fabric identified by its diagonal lines. Twill is durable, has a good drape and is wrinkle resistant.

WARP KNIT - Warp knits offer a combination of the benefits of knits and wovens. While circular knits like jersey are interlooped only horizontally, warp knits allow for vertical, horizontal and diagonal interlooping of yarns. This allows formation of complex fabrics with a wide range of properties, from very fine linings and stretch and compression fabrics, to heavy, stable fabrics.

FINISHES

BRUSHED - A finishing process used for knit or woven fabrics in which brushes are used to raise the surface to create a soft, fuzzy, comfortable texture.

CORDED - Two applications: Corded Durasheen is a variation on that fabric, forming vertical ridges. A corded welt pocket refers to a garment construction technique that forms a ridge, like piping, at the pocket.

DRY HAND (PLAIN WEAVE) - Standard weave fabric with a dry cotton-like feel.

GARMENT WASHED - Garment washing pre-shrinks and creates a softer, broken-in or distressed look.

MERCERIZED - A finishing process used to swell cotton fibers. Mercerization increases fabric strength, luster and dye absorption.

PEACHED - Also called sanded or sueded, this finishing process uses sandpaper to create a softer finish on the surface of the fabric.

PLATED - Fabric produced from two yarns of different colors, characters or qualities. Used in knitted fabric (such as jersey) with one kind of yarn on the face and another on the back.

PU COATED - Polyurethane is applied in a thin layer to one side of fabric to give it water-resistance properties.

TEFLON COATED - Coated with a branded performance water-repellent finish. Owned by E.I. du Pont de Nemours.

YARN-DYED - Yarns that were dyed before knitting or weaving into fabric.

FEATURES AND BENEFITS

At Once

- View product details and photographed product images
- Place orders for products with future availability up to 90 days out
- Receive detailed order confirmations via e-mail
- Flexible search options: Style Number, Style Name or Product Type



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- Flexible search options: Purchase Order, Order Number or Advanced Search



Claims and Returns

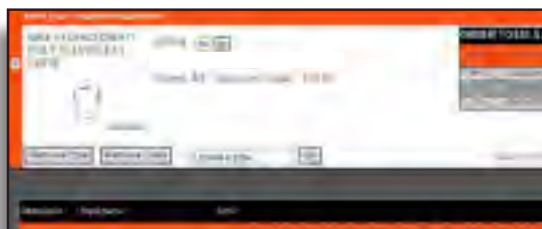
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- View the status of submitted claims or returns
- Flexible search options: Purchase Order, Order Number or Advanced Search

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TERMS AND CONDITIONS

NIKE USA, Inc. ("NIKE") offers certain goods bearing NIKE Trademarks (as defined below) ("Product") for sale to retailers that have been authorized by NIKE to make purchases of such Product ("Customers.") By submitting an order to NIKE (each, an "Order"), Customer agrees that such Order will be governed by the terms and conditions of sale ("the Terms and Conditions") in effect at the time the Order is submitted. The Terms and Conditions current as of November 8, 2010 are set forth below.

1. ORDERS: All orders submitted by Customer (each, an "Order") are subject to acceptance by NIKE. The preparation of a purchase order by a sales representative of NIKE, the submission by Customer of a purchase order to NIKE, or the acknowledgement by NIKE of receipt of a purchase order (Order "confirmation") shall not constitute NIKE's acceptance of that Order. NIKE may in its sole discretion accept all or any part of an Order or substitute comparable Product for the items that were ordered, in either case by shipping 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. Customer may not cancel an Order after its acceptance by NIKE. 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. Each Order, together with these Terms and Conditions and, if applicable Customer's credit application and account agreement, may be referred to collectively as the "Agreement".

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 contained herein shall obligate Customer to resell the Product at any particular price or on any specific terms and conditions notwithstanding suggested retail prices published by NIKE, if any.

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, 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.

5. RETURNS: Product that was shipped in accordance with the specifications in the Order is not returnable. If Customer wishes to return Products based on a claim that they are defective or that they are not comparable to the items that were ordered, Customer may submit to NIKE a request for return; provided, however, that NIKE will not approve of return requests received by NIKE 30 days or more after delivery of those Products to Customer. NIKE will not issue any refunds or apply any credits except for items that were approved by NIKE for return. Customer will ship returns at its own expense and 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 to Customer.

6. CUSTOMER'S COVENANTS:

A. The following applies to Customers that are approved to sell Product at a store location (a "brick and mortar" store.)

STORES – Except as expressly permitted in subsection 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 or, in the case of multiple store locations, at the location to which the Product was shipped (assuming it was an approved location); (b) sell Product other than to retail consumers physically present at such store location; 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 to Customers that are approved to sell Product on a website.

INTERNET SALES – If NIKE approves Customer for Internet sales, then Customer is authorized to sell Product to retail consumers via the Internet only from the website identified in the Credit Application (the "Authorized Website") and to deliver that Product only to retail consumers with mailing addresses in the United States, its territories and possessions.

(a) The Authorized Website will not: (i) link to any other website, including deep linking, framing or selling via shopping portals or auction sites; (ii) permit any of those types of sites to link to the Authorized Website; or (iii) be co-branded with the name or other trademarks of any other person or entity. (b) The Authorized Website will have features and functions that are standard in the industry, including the ability to: (i) confirm availability or unavailability of NIKE Product at the time the retail 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 retail consumers to search the Authorized Website 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 (except for discounted goods, which must be presented on a separate discount page).

(c) Customer will at all times provide prompt, effective and courteous customer service by telephone for consumers purchasing Product from the Authorized Website and for other visitors to that Website. Customer will not (i) permit any fulfillment house or any other third party to fill consumer orders placed through the Authorized Website; or (ii) provide data feeds to third parties; or (iii) advertise Product on "affiliate" networks; or (iv) use certain trademarked terms, as designated by NIKE, in metadata; or (v) purchase certain trademarks, as designated by NIKE, as Internet search terms; or (vi) use any NIKE trademark in the domain name or URL address.

C. The following applies to Customers that are approved for a non-retail account.

If NIKE approves Customer for a non-retail account, Customer will distribute Product at no cost to the teams, players and sports participants 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: (a) 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); or (ii) to another retailer, or to an e-tailer, distributor,

or broker; or (iii) under circumstances where it knows or should know, based on the circumstances of the sale, consignment or transfer, that the Product is intended for resale or will likely be resold; or (b) purchase or sell, offer to sell, or distribute (including at no cost), counterfeit NIKE goods; or (c) purchase authentic NIKE goods from any third party; or (d) purchase any NIKE Product from, or sell or offer to sell Product on behalf of or for the account of, any other third party; or (e) if NIKE sets a launch date for a particular NIKE Product, sell that product prior to the date and time stated by NIKE; or (f) collect or use any sensitive personal data about consumers other than in compliance with industry best practices security standards.

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

(a) Customer will at all times: (i) use adequate security measures to protect credit card and other personally identifiable information from unauthorized access or use; (ii) render full, prompt, effective and courteous service before, during and after the retail sale of Product; (iii) vigorously and aggressively encourage the retail sale of Product; (iv) meet or exceed any minimum sales volume 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; and (vi) comply with applicable law in connection with performance of its obligations under the Agreement.

(b) 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.

9. TRADEMARKS: 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 represent that it has any ownership in, or attempt to sublicense, 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 trademark usage guidelines and any other policies governing the use of NIKE logos and other trademarks, copyrights and product and athlete images. Customer will submit to NIKE, for its prior review and approval, all advertising collateral and other materials bearing NIKE Trademarks, Product images, athlete images, or Product descriptions. If NIKE does not approve in writing in five business day, materials are deemed rejected. 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.

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 NONINFRINGEMENT.

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 NIKE 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 legal theory of liability for damages arises under contract, tort (including negligence and strict liability), or any other theory.

12. MODIFICATIONS: NIKE may at any time modify these Terms and Conditions in NIKE's sole discretion. Each Order will be governed by the Terms and Conditions of sale in effect at the time Customer submits that Order. Accordingly, Customer will review the then-current version of the Terms and Conditions at the Nike.net website 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.

13. SEVERABILITY/WAIVER/CONSTRUCTION: If a court of competent jurisdiction determines that any provision of the Agreement is invalid or unenforceable for any reason, that provision will continue in effect only to the extent it is valid and enforceable and 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.

14. ATTORNEYS' FEES/GOVERNING LAW/FORUM SELECTION: Customer will pay all costs, collection agency fees, expenses, reasonable attorney fees of both in-house and outside counsel (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 except that 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 all actions arising out of or in connection with the Agreement and waives any objections that such venue is an inconvenient forum. Customer will not initiate an action against NIKE in any other jurisdiction.

15. 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, that party's performance will be delayed for the duration of the force majeure event, except that nothing in this Section 15 will excuse Customer from its payment obligations.

16. 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 (voting or otherwise) of Customer in connection with a transfer, merger, operation of law, or otherwise, will be deemed an assignment for purposes of this Section. 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. Any attempted assignment or delegation by Customer will be void.

17. 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.

18. 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.

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