

RETAIL AGREEMENT AND APPLICATION

GALWAY BAY APPAREL, INC.



To open an account with Galway Bay Apparel, Inc., fill out the front page of the application and sign page 1 and page 3. Keep a copy and email the entire application to Galway Bay Apparel, Inc. at info@gbagolf.com

Upon completion and approval, we will email you your account # and your wholesale discount code.

COMPANY NAME _____ DBA _____

BUYERS NAME _____ TITLE _____

BILLING ADDRESS

STREET OR PO BOX _____

CITY _____ STATE _____ ZIP _____

SHIPPING ADDRESS (if different)

STREET _____

CITY _____ STATE _____ ZIP _____

SALES TAX #: _____

HAVE YOU EVER BEEN IN BANKRUPTCY OR FAILED TO PAY IN A TIMELY MANNER _____

REFERENCE: _____

IF PART OF A BUYING GROUP OR CORPORATE ENTITY, WILL EACH STORE/CLUB BE PAYING INDIVIDUALLY OR FROM CORPORATE LOCATION? _____

WHO IS THE CONTACT PERSON RESPONSIBLE FOR PAYMENT? _____

BUYER/GM/PRO SIGNATURE

DATE _____

RETAILER AGREEMENT

This Retailer Agreement (this "Agreement") is made effective as of _____, between Galway Bay Apparel, Inc., of 4080 McGinnis Ferry Rd., suite 1307, Alpharetta, Georgia 30005 ("Seller") and _____ of _____, _____, _____ ("Retailer")

ITEMS PURCHASED. Seller agrees to offer for sell to Retailer a non-exclusive Agreement, all Galway Bay Apparel, Inc. products in accordance with the terms and conditions of this Agreement.

PRODUCT STANDARDS. All products shall comply with industry standards and should be free from defects.

PRICING AND ORDERS. Products will be ordered at prices and quantities as agreed to by the parties and subject to the terms and conditions of sale and shipment established by the Seller from time to time and in effect at the time Seller accepts the order. The Seller reserves the right to change prices upon reasonable notice to Retailer for subsequent purchases. The Seller agrees to exercise commercially reasonable best efforts to supply Products to the Retailer in a timely fashion.

SALE OF PRODUCTS. The Seller agrees to sell Products at the prices indicated herin in accordance with order procedures as may be reasonably communicated by the Seller from time to time. The Seller may amend prices upon notice to Retailer, provided any such amendment shall reflect similar prices applicable to the Products and contemporaneously offered to other retailers similarly situated.

TAXES. The parties agree that payment of any sales taxes levied on the Products shall be the Retailer's responsibility (including, without limitation, federal, state, local, use or similar taxes), and the Retailer shall report and pay such taxes to the appropriate taxing authority as required by law.

RETAIL STORE FACILITIES. Retailer will offer Products from its retail store locations as mutually agreed by the parties in accordance with the terms set forth in the Agreement. Retailer will provide the Seller with an updated list of all Facilities selling Products.

PAYMENT. Payment shall be made to **Galway Bay Apparel, Inc.** at 4080 McGinnis Ferry Rd., Suite 1307, Alpharetta, GA 30005 for the amount of the current invoices, and paid in full. Payment terms for products purchased hereunder shall be net thirty (30) days following the latter of the date of invoice.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 1% per month. Retailer shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy, provided by law, if Retailer fails to pay for the Products when due, Galway Bay Apparel, Inc. has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

TERMINATION. This Agreement is perpetual but may be terminated as to any party, for and without cause, upon 30 days written notice to the other.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

DUTY TO COOPERATE. The Retailer will cooperate with any requests from the Seller regarding governmental inquiries or investigation requests.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Georgia.

Retailer:

By:

Seller:

Galway Bay Apparel, Inc.

By: Terry Prillaman, President

Retailer Account #:

Retailer Wholesale Discount Code:
