

AGREEMENT - SALE FOR RESALE

This form acknowledges the purchase by _____

("Purchaser")

from L.L. Bean, Inc. for resale to _____

(" Client ")

(" Client's Address ")

(" Client's Telephone Number ")

of the items listed on the cover letter and constitutes the agreement between L.L. Bean, Inc. and You. The terms and conditions set forth on Your purchase order, except as specified below, are not binding upon L.L. Bean, Inc.

TERMS

1. The Purchaser agrees that L.L. Bean products will not be exported to Japan or other countries for the purpose of resale.
2. Delivery: FOB shipping point. Title and risk of loss to the product passes to You upon L.L. Bean's delivery of the good to a carrier.
3. Sale for Resale: You must pay the purchase price to L.L. Bean. If You cannot sell the merchandise ordered, this is at Your risk and not at L.L. Bean's risk. You solely determine what price You charge to Your customers.
4. Warranty: L.L. Bean, Inc. extends only to You, and not Your Customers, its guarantee of satisfaction. If for whatever reason You are not satisfied with any of the products and if You return the products to us, L.L. Bean will replace the products, provide other products or refund the purchase price.

NEVERTHELESS, YOU ARE RESPONSIBLE FOR HANDLING ALL RETURNS FROM YOUR CUSTOMERS, SINCE THEY ARE YOUR CUSTOMERS AND NOT L.L. BEAN'S CUSTOMERS. L.L. BEAN HAS NO RESPONSIBILITY TO REFUND THE PURCHASE PRICE, PROVIDE OTHER PRODUCTS OR REPLACE THE MERCHANDISE TO YOUR CUSTOMERS.

5. Independent Parties: L.L. Bean, Inc. and You are independent parties and You are not authorized to act as an agent or representative of L.L. Bean or otherwise to act on behalf of L.L. Bean, Inc. You are not authorized to use or represent to any parties that You are an agent, representative, distributor or other party acting on behalf of or in connection with L.L. Bean, Inc. You may simply resell the items to _____
(" Client ")

6. Termination : L.L.Bean may discontinue selling to You at any time, with or without cause.

7. L.L. Bean Names: The trademarks set forth on the attached Exhibit A are trademarks of L.L. Bean (the "Names"). You are not authorized to use the Names or any other trademarks or trade names of L.L. Bean in the sale of the merchandise, except on the basis set forth in the attached application. Any advertising or other promotional materials that use any of the Names or any other trademarks or trade names of L.L. Bean must be submitted to L.L. Bean for approval prior to circulation to the public. L.L. Bean reserves the right to reject any and all usages of any of the Names. In the event that L.L. Bean terminates this Agreement, any right to use the Names, trademarks or trade names of L.L. Bean will cease and any consent to the use of any Names, trademarks or trade names of L.L. Bean previously given will be deemed revoked.

8. Miscellaneous: The laws of the State of Maine govern any dispute between the parties. Any controversy or dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts of the State of Maine, and You consent to the jurisdiction of the federal and state courts of the State of Maine. The prevailing party in any such suit is entitled to an award of reasonable attorneys' fees. This agreement was entered into in the State of Maine.

_____ Signature	_____ Date	_____ LL Bean for Business Representative L.L. Bean, Inc.
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Exhibit A

Mark Name

A Cut Above Casual
Aerofleece
All Conditions
Allagash
Approach
Aquis
Be An Outsider
Bean
Bean Boots by L.L. Bean
Bean Tested
Bean's
Boat and Tote
Burrito Bag
Casco Bay
Coastal Decoys Continental
Rucksack
Cool Weave
Country Walker
Cresta
Double L
Down Mainer
Dry-Weave
Ellie Bear
First Cast
For Whatever Comes Up
Freeport Studio
Freeport Walkers
Gear Guide
Keep the Beat for Life Knife
Edge
L.L. Bean
L.L. Bean Catalog Quickshop
L.L. Bean Deluxe Book Pack
L.L. Bean Factory Store
L.L. Bean Made Better
L.L. Bean Maine Warden's
Parka L.L. Bean On-Line
Product Guide

Mark Name

L.L. Bean Original Book Pack
L.L. Bean Traveler
L.L. Bear
L.L. Home
L.L. Kids
LLBean
Maine Guide
Maine Hunting Shoe
Mountain Treads
Mt. Katahdin
New Englander
Northwoods
"Old Friends"
Outdoor Advantage Program
Pathfinder
Penobscot Parka
Quality You Can Put Your Name On
Quality's Part of the Bargain
Rangeley
River Driver's Shirt
Saturday T-shirt
Snow Treads
Sportseries
Sportseries 3
SPT
Start Here. Go Anywhere
Storm Chaser
Stowaway
Stowaway Rainwear
Streamlight
Tek
Tek 02
The Maine Guide Styled by Congress
The Way Life Should Be
Tradewinds
Wellie
Wicked Good
Woodlands