



PURCHASE ORDER TERMS AND CONDITIONS

GOVERNING PROVISIONS

These terms and conditions of purchase (these “Terms”) shall govern the purchase of the products (“Purchased Products”) and services (“Purchased Services”) by Weinbrenner Shoe Company, Inc. (“Buyer”) from the seller named on the Purchase Order (“Seller”). The Purchased Products and the Purchased Services may be referred to collectively herein as the “Deliverables”.

The accompanying purchase order (the “Purchase Order”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over, and Buyer expressly rejects, any of Seller's terms and conditions contained in any other documentation and expressly exclude Seller’s general terms and conditions of sale or any other document issued by Seller in connection with this Agreement. This Agreement expressly limits Seller's acceptance to the Terms of this Agreement. No amendments or revisions to this Agreement shall be valid unless in writing and signed by an authorized representative of the Buyer.

VERBAL ORDERS

Buyer accepts no responsibility for the payment of an invoice for which an official Purchase Order has not been issued and expressly agreed to by Buyer and Seller.

ACCEPTANCE

By acknowledging the Purchase Order, shipping the Purchased Products, or performing the Purchased Services specified in the Purchase Order, Seller accepts this Agreement and agrees to be bound by the Terms provided herein.

TIMELY PERFORMANCE

Seller acknowledges and agrees that time is of the essence in the delivery of the Purchased Products or completion of the Purchased Services. Seller shall deliver the Purchased Products or complete the Purchased Services by the date specified in the Purchase Order (the “Delivery Date”). A failure to deliver the Purchased Products or complete the Purchased Services by the Delivery Date constitutes a material breach of this Agreement.

ENVIRONMENTAL IMPACT

Seller must be committed to environmentally safe practices, avoiding the use of per-and polyfluoroalkyl substances (PFAS) and restricted substances in their materials and manufacturing processes.



CHANGES

Buyer reserves the right at any time prior to the shipment of Purchased Products to make a change as to (a) specifications; (b) method of delivery; (c) place of delivery; (d) schedule of delivery; and (e) quantities of delivery.

TERMINATION

Buyer reserves the right to cancel this Agreement, or any portion thereof, with immediate effect upon written notice to Seller, if: (a) Seller has not performed or complied with any of these Terms; (b) Seller fails to perform its obligations under this Agreement; (c) Seller ceases to conduct its operation in the normal course of business; or (d) any other reason permitted by applicable law, including, without limitation, the Uniform Commercial Code as in effect under the laws of the State of Wisconsin. In the event of a cancellation, Buyer shall have no further obligations to Seller except to pay for Deliverables that were provided to Buyer prior to such termination and were accepted by Buyer.

PRICE

The price of the Purchased Products and Purchased Services is the purchase price stated in the Purchase Order. No increase in the price is effective without the prior written consent of the Buyer. The order value stated in the Purchase Order constitutes the aggregate price owed by Buyer to Seller.

PAYMENT

In consideration of the performance of the obligations by Seller and acceptance by Buyer, Buyer shall pay the applicable invoice amount. Seller shall issue the invoice to Buyer on or any time after the completion of delivery. The invoice's terms must be in accordance with this Agreement. Buyer shall pay all properly invoiced amounts due to Seller within the time frame specified in this Agreement. If the Seller's invoice lacks payment terms, the purchase price shall be discounted 2 percent on the 10th day of the following month until the invoice is properly completed. Where any item(s) on an invoice are disputed, Buyer may withhold payment for the item(s) until such time as the dispute is resolved.

SHIPPING

Seller shall work with Buyer to determine the best freight method for each shipment. Delivery shall be made in accordance with the terms of the Purchase Order.

QUANTITY

Seller agrees to deliver the quantity of goods specified in the Purchase Order. If Seller delivers less than the quantity of goods specified in the Purchase Order, Buyer may reject the goods and any such rejected goods shall be returned to Seller at Seller's sole risk and expense. If Buyer accepts the delivery of goods at the reduced quantity, the purchase price shall be adjusted on a pro-rata basis.

INVOICING

Invoices shall be emailed to ap@weinbrennerusa.com or mailed immediately after shipment of goods or rendering of service is complete to the address shown on the face of the Purchase Order. Delays in receiving invoices, errors, or omissions on invoices or lack of supporting documentation required by the terms of this Agreement will be cause for postponing the start of the payment terms until the correct



information is received. Buyer will not be responsible for charges on invoices received more than 90 days after the rendering of service is complete or shipment of the goods unless indicated otherwise in a written agreement between Buyer and Seller. Continued invoice issues may result in chargebacks to the Seller.

DOCUMENTS

All invoices and shipping documents must show Buyer's order number and department number. All parcels or tickets must be marked with Buyer's item number.

INSPECTION AND REJECTION

All Purchased Products are subject to final inspection and acceptance by Buyer at destination notwithstanding any payment. Such inspection will be made within a reasonable time after receipt of goods. Buyer shall notify Seller if any Purchased Products delivered hereunder are rejected, and at Buyer's election and Seller's risk and expense, such goods shall be held by Buyer or returned to Seller. No replacement or correction of nonconforming goods shall be made by Seller unless agreed to in writing by Buyer.

WARRANTY

Seller represents and warrants that: (a) Seller owns all rights, title and interest in the Purchased Products and has legal authority to sell, license or otherwise transfer the right to use or sell such items to Buyer, free and clear of all liens and encumbrances; (b) the Deliverables covered under the Agreement are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to the company in writing; (c) the Deliverables, and the production and sale thereof, and all warranties, guarantees, representations by Seller made or authorized to be made in connection therewith are in all respects in compliance with all applicable international, federal, state, local laws, rules and regulations; (d) the goods are fit for the use intended; (e) no Purchased Product and/or Purchased Service, or their sale or use will infringe any patents, trademarks, copyrights, trade secrets or similar intellectual property rights of any third party; (f) Seller will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under this Agreement; and (g) Seller has not changed any compositions, formulations, or other constituents of the Purchased Products without written approval from Buyer.

These warranties survive any delivery, inspection, acceptance or payment of or for the Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Deliverables with the foregoing warranties. If Buyer gives Seller notice of noncompliance with this Section, Seller shall, at its own cost and expense, and in addition to any other remedies hereunder or available at law or in equity, within 15 days replace or repair the defective or nonconforming Purchased Products, or reperform the defective Purchased Services, and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Purchased Product to Seller and the delivery of repaired or replacement Purchased Product to Buyer.

BREACH OF WARRANTY

In addition to other remedies herein or available at law or in equity, if there is a breach any of Seller's warranties, Seller shall be liable for all damages incurred by Buyer, including and without limitation: (1)



the purchase price of the defective goods; (2) delivery costs, replacement costs, and cover costs; (3) lost profits; (4) consequential and incidental damages; (5) manufacturing down time; and/or (6) lost employee time expended on our behalf in attempting to make the Purchased Products perform as warranted.

Seller explicitly acknowledges that, if the defective Deliverables cause Buyer to deliver services or products to Buyer's customers either late or below Buyer's standards, Buyer will incur lost profits and other damages for which Seller is liable. These remedies shall not be deemed exclusive of any other remedy available to Buyer.

INDEMNIFICATION

Seller shall promptly defend, indemnify, and hold harmless Buyer and Buyer's affiliated or related entities of any level, and its or their respective customers, officers, directors, managers, members, employees, contractors, agents and their successors, and assigns from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the products purchased from Seller or Seller's negligence, willful misconduct or breach of the Terms. Seller shall not enter into any settlement without Buyer's or indemnified party's prior written consent. The provisions of this section shall be effective whether such loss, damage, or injury was proximately caused by Buyer's sole or partial negligent acts or omissions.

CONFIDENTIALITY

In connection with this Agreement, Seller acknowledges that it is, may be, or will be privy to non-public, confidential, or proprietary information of Buyer. Seller agrees it will use the confidential information only in the furtherance of its work under the Agreement and shall not transfer or otherwise disclose the confidential information to any third party except with written authorization from an officer of Buyer.

INSURANCE

Seller shall provide a current and valid Certificate of Liability Insurance upon request by Buyer. The certificate must demonstrate that Seller maintains comprehensive general liability insurance, including product liability coverage, with limits and coverage satisfactory to Buyer. The Certificate of Liability Insurance shall name Weinbrenner Shoe Company, Inc. as an additional insured party and provide evidence of coverage for the duration of the agreement between Buyer and Seller. Seller shall promptly notify Buyer in writing of any changes, cancellations, or modifications to the insurance coverage that may affect Buyer's interests. Failure to provide or maintain the required insurance coverage may result in the cancellation or termination of this Agreement, at Buyer's discretion. By accepting a Purchase Order from Weinbrenner Shoe Company, the Seller acknowledges and agrees to provide the required Certificate of Liability Insurance as outlined in this section.

SETOFF

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.



CUMULATIVE REMEDIES

The rights and remedies under these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

WAIVER

No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

SEVERABILITY

If any term or provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

MISCELLANEOUS

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Agreement. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation hereof shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles.