

## TERMS AND CONDITIONS OF PURCHASE

1. Entire Agreement. This document is an offer by Scubapro-Uwatec Australia Pty Limited ("SCUBAPRO") to buy the goods or services described on the face hereof, or in any written or electronic document submitted by SCUBAPRO to Seller which incorporates this document by reference ("Products") in accordance with the terms of the Contract. The "Contract" consists of the terms set forth herein and on the face hereof including, without limitation, any purchase order issued by SCUBAPRO, the terms of any written or electronic document issued by SCUBAPRO to Seller which incorporates this document by reference, the terms of any written Supply Agreement executed by SCUBAPRO and the Seller, and SCUBAPRO's Statement of Basic Standards and California Transparency in Supply Chains Act, copies of which can be found at <http://www.johnsonoutdoors.com/legal>. Terms on the face hereof or in any Supply Agreement between the parties will control over any inconsistent terms in the remainder of the Contract. Terms on the face hereof will control over any inconsistent terms of a Supply Agreement unless otherwise expressly agreed in writing by SCUBAPRO. Any reference in the Statement of Basic Standards or in a Supply Agreement to Johnson Outdoors, Inc. or to JOI shall be construed as a reference to SCUBAPRO for purposes of the Contract. This is not an acceptance of any offer by Seller or, if it is deemed an acceptance, is limited to the terms set forth in the Contract. SCUBAPRO hereby rejects any additional or different terms contained in any document or communication from Seller, and the same will not be part of the Contract. The Contract is the entire agreement between the parties with respect to SCUBAPRO's purchase of Products, superseding all prior communications and negotiations, and may only be amended in writing signed by authorized personnel of SCUBAPRO. Seller will be deemed to have accepted the Contract upon the first of: (a) receipt of a confirmation of this order from Seller; (b) delivery of any Products ordered hereunder, or (c) as otherwise provided under applicable law. SCUBAPRO's acceptance of Products will not constitute acceptance of Seller's terms.

2. Prices and Payment. All prices are firm and no additional charges will be allowed unless otherwise expressly agreed in writing by SCUBAPRO; however, if Seller sells Products in like quantities to any third party at a price less than that set forth herein, Seller will make the same price available to SCUBAPRO. Time periods for determining payment dates and discounts commence on the later of SCUBAPRO's receipt of Products or an invoice. Prices are stated and payable in the currency indicated on the face of SCUBAPRO's hereof, or, if no currency is indicated, then in U.S. dollars. SCUBAPRO will not be liable for any taxes or assessments of any kind in connection with the sale, transportation or use of Products. Unless otherwise expressly agreed in writing by SCUBAPRO, SCUBAPRO will pay invoices within 60 days of receipt of Products or receipt of invoice, whichever is later.

3. Delivery. Unless otherwise expressly agreed in writing by SCUBAPRO, Seller shall bear all risk of loss or damage to Products until acceptance of delivery by SCUBAPRO at a destination specified by SCUBAPRO. Title to Products shall pass upon delivery, or sooner if otherwise expressly agreed in writing by SCUBAPRO. Seller will deliver Products at the

time, quantities, and prices specified in the Contract. Time is of the essence. If Seller fails to comply with such requirements, SCUBAPRO may, in addition to any other rights or remedies, cancel this order and be relieved of all liability for any undelivered portion. Products received in advance of SCUBAPRO's delivery schedule may, at SCUBAPRO's option, be returned at Seller's expense or be accepted and payment withheld until the scheduled delivery date. Failure by SCUBAPRO to insist upon strict performance will not constitute a waiver of any default under this Contract. In the event of delayed shipping or errors, Seller will pay for expedited shipping.

4. Shipments. All Products will be suitably packed and marked conspicuously with SCUBAPRO's purchase order number, and will be labeled in compliance with all applicable laws and regulations. Seller will include with each shipment such documents as SCUBAPRO may require. Products will be shipped in accordance with shipping instructions specified herein. SCUBAPRO will have the right to route all shipments. No charge will be made to SCUBAPRO for packing, boxing or cartage unless separately itemized in the Contract. Expenses or charges incurred as a result of a deviation from the specified route, non-compliance with shipping instructions or improper descriptions in shipping documents are Seller's responsibility. Seller will immediately forward shipping and routing information to SCUBAPRO upon shipping.

5. Inspection. SCUBAPRO will have access to Seller's plants, processes and quality and production records for inspection of Products and processes upon request. Notwithstanding any pre-delivery inspection, all Products are subject to final inspection on delivery. No Products are accepted until final inspection. SCUBAPRO may return rejected Products, with Seller bearing all expense and risk of shipment.

6. Changes. SCUBAPRO may change drawings, specifications, quantities, delivery schedules, place of delivery, or methods of shipment for Products at any time. If changes result in a change in cost, an equitable adjustment of price may be made, or SCUBAPRO may, at its option, cancel this order pursuant to §9 if agreement on an equitable adjustment cannot be reached. Seller must assert claims for equitable adjustment within 10 days of the change order or the claim will be considered waived by Seller. Seller will not change specifications or designs without SCUBAPRO's prior written consent.

7. Warranties. Seller warrants to SCUBAPRO that all Products will: (a) be sold with good and marketable title free and clear of all liens and encumbrances; (b) be of good merchantable quality free from defects in design, materials or workmanship; (c) strictly conform to final drawings, specifications and samples approved by SCUBAPRO, (d) be fit for the intended purpose; (e) comply with all applicable laws and regulations (including, without limitation, all laws and regulations relating to exports and reexports, and in-country transfers of products, sanctions (including broad range of sanctions imposed by the U.S. Government on trade with the Russian Federation and on Russian goods and entities), antibribery laws, all antiboycott laws and regulations, the US EPA Toxic Substances Control Act (TSCA) including 5

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restricted substances under Section 6(h) and future restricted substances such as Perfluorochemicals (PFCs) as mandated by TSCA, and State Laws applicable to PFCs including, without limitation, the laws of the States of California, Colorado, Maine, Minnesota, New York, and Washington); and (f) not infringe upon any patent or other intellectual property rights. Seller has knowledge of the intended use of Products. SCUBAPRO's approval of specifications or designs will not relieve Seller of its warranty obligations. Seller agrees that the warranties will survive inspection, delivery and payment, and will run in favor of SCUBAPRO, its successors and assigns, and SCUBAPRO's customers, whether direct or indirect, and their successors and assigns. If Seller breaches a warranty, SCUBAPRO will have all rights and remedies provided by law or equity, and Seller will be liable to SCUBAPRO for all Damages (as defined in §8) arising out of or related to said breach. Without limiting the foregoing, SCUBAPRO may, at its option, require Seller to repair or replace any Products affected by a breach of warranty at Seller's expense.

8. Indemnity. Seller will indemnify, defend and hold SCUBAPRO, its parent, subsidiaries, affiliates, and their respective shareholders, directors, officers, employees, agents, representatives, successors, and assigns (individually, an "Indemnified Party", and collectively, "Indemnified Parties"), harmless from and against any and all claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses (including attorney's fees and litigation costs), whether incurred for an Indemnified Party's primary defense or for enforcement of its indemnification rights, which any Indemnified Party pays or incurs, arising out of or relating to: (a) a breach by Seller of any of the provisions of this Contract; (b) bodily injury (including death) to any person and/or property damage (including damage to the environment) resulting from the production, purchase, distribution, use, or sale of Products or products into which the Products have been incorporated, assembled, or used, or caused by the acts or omissions of Seller, its suppliers or agents, (c) defects in the Products, (d) violation by the Products or in their manufacture of any statute, ordinance, or administrative order, rule or regulation or (e) any product recalls. Seller's obligations under this Section shall survive termination or nonrenewal of this Contract.

9. Cancellation. SCUBAPRO may cancel this Contract if: (a) Product fails to conform to Seller's warranties; (b) Seller fails to make timely deliveries; (c) Seller breaches this Contract; (d) Seller ceases to operate in the normal course, or is subject to any bankruptcy or similar proceeding; or (e) §6 allows. If any installment is rightfully rejected all remaining installments may be cancelled, without further obligation to Seller. In addition, SCUBAPRO may, at any time and without further liability, terminate this Contract or any part thereof for its sole convenience, at which time Seller shall immediately stop all work related to the Contract. SCUBAPRO shall pay Seller's actual direct costs for goods produced or work performed up until the date of termination, provided that such costs were incurred by Seller in good faith to fulfill this Contract in accordance with its terms. Seller's claims under this section must be provided in writing with sufficient detail within thirty (30) days of receipt of SCUBAPRO's termination notice.

Payments to Seller hereunder shall be the sole and exclusive remedy available to Seller in the event of a termination by SCUBAPRO. Seller shall protect SCUBAPRO's property, work or goods in Seller's care, custody or control until final transfer of such property, work or goods has been made to SCUBAPRO. Seller shall at SCUBAPRO's sole option, direction and benefit deliver to SCUBAPRO or dispose of any partially completed goods or obsolete materials.

10. Confidentiality. Seller agrees that all Confidential Information disclosed by SCUBAPRO will remain SCUBAPRO's exclusive property, and will not be used or disclosed by Seller, except as required to perform hereunder. "Confidential Information" means all information disclosed to Seller regarding SCUBAPRO's products, technology, inventions, formulas, know-how, forecasts, methods, customer lists, financial information, business plans, strategies, intellectual property and other proprietary information. Whenever requested by SCUBAPRO, Seller will place trademarks or other identifying marks on Products. This section will be enforceable by injunctive relief.

11. Intellectual Property. Seller will abide by all applicable patent, trademark, trade secret, trade name, and other applicable intellectual property laws. Seller shall also take all reasonable steps required by SCUBAPRO to protect, preserve and not infringe upon SCUBAPRO's patents, copyrights, trademarks, trade secrets, trade names, and other intellectual property rights, including, but not limited to, labeling or marking the Products in accordance with SCUBAPRO's directions and brand guidelines, if applicable. Seller may not produce or sell products to another party with SCUBAPRO's trademarks, or any trademark easily confused with SCUBAPRO's trademarks. Seller may not register any Seller trademark. Seller shall notify SCUBAPRO immediately and in no event within five (5) business days if it learns or suspects that any Seller employee or any third party may be violating SCUBAPRO's patent, copyright, trademark, trade secret, trade name, or other intellectual property rights or violating any term of this Contract relating to Confidential Information.

Seller shall indemnify, defend, and hold harmless an Indemnified Party of SCUBAPRO arising out of any third-party claim or any direct claim against SCUBAPRO that any of the Products or SCUBAPRO's receipt, use or sale infringes any intellectual property right. SCUBAPRO shall have the right to employ at Seller's expense, counsel on its own behalf and shall have the right to participate in the defense of such claim, demand or legal proceeding. In addition, if such a claim is made or is likely to be made, SCUBAPRO, at its option, shall elect to have Seller do one of the following: (a) Obtain for SCUBAPRO the right to continue to use and sell the Products consistent with this Contract; (b) Modify the Products so they are non-infringing and in

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compliance with this Contract; or (c) Accept the cancellation and return (at Seller's expense) of infringing Products without SCUBAPRO having any cancellation liability and refund to SCUBAPRO any amount paid for such infringing Products. If the Products or any part of the Products become or in Seller's opinion are likely to become subject to a claim that qualifies for intellectual property indemnification coverage, Seller shall promptly notify SCUBAPRO.

Any and all improvements, discoveries, inventions, enhancements and modifications to the Products, whether or not patentable, and the Specifications of the Products developed by or conceived by any employee or agent of Seller or by both parties during the term of this Contract shall be the sole property of SCUBAPRO. Seller agrees that it shall assign (and cause the inventing employee or agent to assign) all rights in such improvements, discoveries, inventions, enhancements and modifications to SCUBAPRO upon the written request of SCUBAPRO. SCUBAPRO may apply, at its sole election, for any and all patents, at its expense.

12. Tools and Materials. Unless otherwise agreed to in a writing signed by SCUBAPRO, all property furnished to Seller by SCUBAPRO or purchased by Seller for SCUBAPRO shall remain the property of SCUBAPRO. Unless otherwise agreed in a writing signed by SCUBAPRO, Seller shall be fully responsible for all materials (including raw materials), tools, dies, jigs, molds or other property ("Tooling") furnished to Seller that are in its care, custody and control. Seller shall insure Tooling at replacement value with financially sound insurers reasonably acceptable to SCUBAPRO. Seller shall keep accurate written records of all Tooling, and will provide such records to SCUBAPRO upon request. SCUBAPRO may at any reasonable time, with or without notice to Seller, inspect the premises where such property is located. Seller shall mark or affix labels to each item indicating that SCUBAPRO is the sole owner of such property. Seller shall return all Tooling to SCUBAPRO upon demand by SCUBAPRO. Legal and beneficial title to the Tooling shall at all times remain with SCUBAPRO. Seller shall not transfer any interest in, or otherwise deliver possession of, the Tooling to any person or entity other than to SCUBAPRO or such other person or entity designated by SCUBAPRO in writing. SCUBAPRO shall have the right to take possession of and/or remove Tooling at any time or from time to time in the event it deems itself insecure. SCUBAPRO shall further have the right to file UCC financing statements or other public evidence or notice of its ownership of the Tooling. If the price as stated in any Purchase Order includes Tooling or other special equipment and manufacturing aids used in the manufacture of the goods (collectively "Special Equipment"), such Special Equipment shall become the property of SCUBAPRO upon acquisition by Seller. Such Special Equipment shall not be used for any customer of Seller other than SCUBAPRO, except with the written permission of SCUBAPRO. Upon the request of SCUBAPRO, Seller shall sign and return to SCUBAPRO any document provided by SCUBAPRO which identifies the

Tooling and Seller's safekeeping obligations with regards to such Tooling.

13. Recalls. If SCUBAPRO, Seller or any governmental authority determines that any Products sold to SCUBAPRO are defective and a recall campaign is necessary for the Products or any products into which the Products have been incorporated, assembled, or used, either party may implement such recall campaign; provided that if Seller initiates a recall it must secure SCUBAPRO's prior written consent related to the recall campaign's communication and messaging. SCUBAPRO may return the defective Products to Seller or destroy such Products, as determined by SCUBAPRO, at Seller's sole cost and risk. Without prejudice to SCUBAPRO's other rights hereunder or under applicable law, if a recall campaign is implemented, Seller shall promptly either repair or replace or refund prices for all such returned Products. If the Product has been sold to SCUBAPRO's customer or to a consumer, Seller must refund the highest price at which the product was sold to SCUBAPRO's customer or the end consumer of the product or replace the end product. The foregoing applies even if any product warranty has expired. Seller is liable for all of SCUBAPRO's costs associated with any recall campaign if (a) such recall campaign is based on a reasonable determination that the Products fail to conform to the warranties under this Contract or applicable law, (b) the basis for the recall arose from Seller's negligence or willful misconduct or breach of this contract, or (c) a governmental authority is requesting such a recall campaign.

14. Insurance. Seller will maintain in full force and effect at all times during the term of this Contract and for two years thereafter, the following insurance policies: (a) Commercial General Liability Insurance: Including bodily injury and property damage liability, independent contractors liability, contractual liability, product liability, product recall, and completed operations liability in an amount not less than \$1,000,000 combined single limit, per occurrence, and \$5,000,000 aggregate; (b) Cyber Risk Insurance: For Seller that will have access to Johnson Outdoors' systems or will be receiving, storing, or transmitting personal, sensitive, or other form of protected information, in an amount not less than \$2,000,000 per claim; and (c) Umbrella or Excess Liability Coverage: In an amount not less than \$5,000,000 per occurrence and in the aggregate. The Umbrella or Excess Liability policy may be used by the Seller to meet the minimum insurance requirements of this Section. Such policies shall include an endorsement naming SCUBAPRO and its subsidiaries, directors, officers, agents and employees as additional insureds, and shall provide that notice will be given to SCUBAPRO at least thirty (30) days prior to any expiration, cancellation or material change in the terms of the policies, including, without limitation, any change in the amount or type of coverage afforded by such policies. Copies of certificates evidencing such insurance and payment of the premiums thereon shall be delivered by Supplier to Johnson Outdoors Inc., Attn: Risk/Insurance Department, 555 Main Street, Suite #242, Racine, Wisconsin 53403, within (a) ten (10) days of a request by SCUBAPRO and (b) within ten (10) days following any renewal of any such policy. Receipt of Seller's insurance does not relieve Seller of any obligations in

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this Contract, including, without limitation, defense and indemnification obligations, even for claims over Seller's policy limits, and Seller's liability to SCUBAPRO under the terms of this Contract shall not be limited by the amount or terms of such insurance. The insurance coverage provided under this Section shall not limit Seller's obligations under any applicable Law.

15. EEOC. The parties agree that any covered federal contractor/subcontractor involved in fulfilling this Contract will: (i) comply with the Equal Opportunity clause of 41 CFR §60-1.4(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR §60-1.4(d); (ii) comply with the Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans clause of 41 CFR §60-300.5(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR §60-300.5(d); (iii) comply with the Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans clause of 41 CFR §60-250.5(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR §60-250.5(d); (iv) comply with the Equal Opportunity for Workers with Disabilities clause of 41 CFR §60-741.5(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR §60-741.5(d); and (v) comply with the "Employee Rights Under the National Labor Relations Act" employee notice clause of 29 CFR Part 471, Appendix A to Subpart A, or its successors, which clause is hereby incorporated by reference as provided for in 29 CFR §471.2(b).

16. Data Protection. SCUBAPRO complies with relevant data protection regulations and requirements. By entering into this Contract, Seller agrees that SCUBAPRO may keep a record of Seller's contact details and those of the people who work for and with Seller. By giving such personal information, Seller consents to SCUBAPRO processing and storing the information primarily for the purpose of performing its obligations under the Contract and to generally administer and take care of its relationship with Seller. SCUBAPRO's relationship with Seller may require SCUBAPRO to disclose certain of Seller's personal information to its parent, affiliated entities, or third parties engaged to work on the SCUBAPRO's behalf (including processing and holding Seller's data). This may involve the transfer of such information to other countries which do not have equivalent data protection laws. In the event personal information is shared or transferred, SCUBAPRO has or will enter into contractual arrangements that provide privacy protection for your personal information. Seller may from time to time send Seller information of its activities, services, events, training, and updates which may be of interest to you. If you do not wish to receive any such information, please let SCUBAPRO know by sending an email to [DataPrivacy@johnsonoutdoors.com](mailto:DataPrivacy@johnsonoutdoors.com). All personal information provided to SCUBAPRO is processed in accordance with SCUBAPRO's Privacy Policy, which is available at [JohnsonOutdoors.com](http://JohnsonOutdoors.com).

Seller agrees to comply with relevant data protection regulations and requirements in the processing of SCUBAPRO's personal data, including implementing appropriate organizational and technical measures to protect our personal data, and taking reasonable steps to ensure the reliability of any employee, agent or contactor who may have access to SCUBAPRO's personal data. Seller agrees to only collect, use, retain, disclose, sell, or otherwise make the SCUBAPRO's personal data available where and to the extent necessary to fulfill the business purpose(s) under this Contract for which such personal data was provided and/or made available to Seller. Except as permitted by applicable law, Seller shall not collect, use, retain, disclose, sell or otherwise make the SCUBAPRO's personal data available for any other purpose, including any commercial purpose. Seller agrees to assist SCUBAPRO with its obligations to comply with applicable data protection regulations, including requests to exercise certain rights of the data subjects of any personal data. In the event that Seller supplies SCUBAPRO individual names and/or other personal data (as defined under the laws of any applicable jurisdiction) for the purpose of controlling or processing such data necessary to perform a party's obligations under this Contract, Seller shall obtain the necessary consent (and provide the necessary notices) from the relevant individuals or ensure that you otherwise have the right under the relevant local data protection laws and regulations to provide such data for the purpose(s) disclosed to the applicable individual(s).

In the event of any cyberattack (including, without limitation, ransomware, phishing, trojan horses, or malware) or any unauthorized access to Seller's information technology system or any system Seller utilizes to conduct business with SCUBAPRO or store or transmit or receive SCUBAPRO's confidential information (including, without limitation, personal data) (a "Cybersecurity Incident"), Seller shall notify SCUBAPRO of the Cybersecurity Incident, as soon as reasonably practicable, but no later than 48 hours, after Seller becomes aware of it. Such notification shall contain: (i) a description of the nature of the Cybersecurity Incident (including, where possible, categories and approximate number of records concerned and systems affected), (ii) its likely consequences, (iii) the measures taken or proposed to address the Cybersecurity Incident, (iv) the details of a contact point from whom more information can be obtained, and (v) the date and time of discovery of the Cybersecurity Incident. To the extent it is not possible for Seller to provide all the information at the same time, it may do so in phases without undue further delay.

Immediately following such notification to SCUBAPRO, the parties will coordinate with each other, as necessary, to investigate the Cybersecurity Incident. Seller shall provide full cooperation to SCUBAPRO and take reasonable commercial steps to assist in any investigation, mitigation and remediation of a Cybersecurity Incident. Seller agrees that it will not inform any third party of any Cybersecurity Incident involving SCUBAPRO's confidential information, without SCUBAPRO's prior consent, other than to inform a complainant that the matter has been forwarded to Seller's legal counsel. Seller shall reimburse SCUBAPRO for actual

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costs incurred by SCUBAPRO related to Seller's Cybersecurity Incident.

17. Force Majeure. Neither SCUBAPRO nor Seller shall be liable for any delay or failure in performance, or for any damages suffered by the other party by reason of such delay or failure in performance, if caused by or arising directly from any act, event or circumstance beyond such party's reasonable control without such party's fault or negligence, including, but not limited to, acts of God, vandalism, sabotage, accidents, fires, tornadoes, earthquakes, volcano, pandemics, epidemics, strikes or other labor disputes, interruption of utility services, acts of terrorism, or acts of any unit or agency of government (collectively, "Force Majeure Events"). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller will be expected to manage its supply chain, including internal operations, equipment, manpower, subcontractors, and third-party suppliers in a reasonable and proactive manner. Failure to perform due to poor maintenance, labor planning, insufficient inventory or other similar supply chain disruptions are also not considered Force Majeure Events. Any delays so occasioned shall result in a corresponding extension of either party's dates of performance that are, in any event, understood to be approximate. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Contract. If a Force Majeure Event prevents Seller from carrying out its obligations for a continuous period of more than thirty (30) calendar days, SCUBAPRO may terminate the Contract immediately by giving written notice to Seller.

18. Miscellaneous. The Contract is an exclusive statement of the terms governing the sale. The invalidity of any term of this Contract will not affect the validity of the remainder. This Contract, any sale hereunder, and any dispute with respect hereto, will be governed by and construed in accordance with the internal laws of Australia. The Contract will not be governed by the U.N. Convention on Contracts for the International Sale of Goods.