

TERMS AND CONDITIONS OF SALE

1. Applicability

1. These General Terms and Conditions (GTC) apply to all present and future offers, orders, deliveries and services by Johnson Outdoors Vertriebsgesellschaft mbH and its subsidiaries ("we," "our," "us"). Deviating, opposing or supplementary standard terms and conditions of Customer shall not become part of the contract, even if known, unless their applicability shall be explicitly consented to in writing. Customer's terms and conditions are hereby explicitly rejected; they shall not become part of the contract through unconditional acceptance or execution of an order.

2. *Users* in the sense of these GTC shall be natural persons not exercising a trade or self-employed professional activity with whom business relations are commenced. *Entrepreneurs* in the sense of these GTC shall be natural or juridical persons or partnerships with legal capacity exercising a trade or self-employed professional activity with whom business relations are commenced. *Customers* in the sense of these GTC shall be both Users and Entrepreneurs.

2. Confirmation of orders and shipment

1. Our offers shall be subject to confirmation. Engineering changes as well as changes in shape, color and/or weight shall be reserved, if reasonable. Goods first offered as being on stock shall explicitly be subject to prior sale.

2. By ordering goods Customer shall declare its intention to purchase the ordered goods in a binding manner.

We shall be entitled but not obliged to accept the contractual offer contained in the order within 2 weeks after receipt. The acceptance shall be declared either in writing or by delivering the goods to Customer. The contract is concluded upon receipt of the order confirmation by Customer.

3. If User orders goods by electronic means, we shall immediately confirm the receipt of the order (confirmation of receipt). The confirmation of receipt shall not constitute a binding acceptance of the order. The confirmation of receipt may be combined with the order confirmation.

4. The contract shall be concluded with the reservation of us being supplied in a proper and timely manner by our suppliers. This shall only be applicable to cases in which we are not responsible for the lack of supply, particularly if a congruent covering transaction has been concluded with our supplier. Customer shall be immediately informed on the non-availability of performance. In case the purchase price has already been paid, Customer shall be immediately reimbursed.

5. Partial shipments or short shipments shall be permitted, if nothing to the contrary has been agreed.

6. If User orders goods by electronic means the text of the contract shall be made available to User at the time of the order in a printable and storable version online or by e-mail with the confirmation of receipt.

7. Additional agreements shall only have been effectively concluded, if they are confirmed by us in text form (e-mail or telefax). This shall be applicable to their cancellation to the same extent.

3. Retention of Title

1. In contracts with Users we reserve the right of ownership in the goods (retention to title) until the complete purchase price has been paid.

In contracts with Entrepreneurs we reserve the right of ownership in the goods until all claims from current business relations have been completely settled. In case of a continuous account, the reserved property shall also serve securing the outstanding balance.

2. Customer shall commit itself to treat the goods in a circumspect manner. Should maintenance and inspection work be required, Customer shall have to perform the same regularly at its own expense.

3. Customer shall be obliged to inform us immediately on any seizure of the goods by third parties, e.g. in case of an attachment or another impairment of our rights by third parties, particularly in case of damage or destruction of the goods. Customer shall inform us immediately of any change of ownership in the goods as well as Customer's change of domicile.

4. We shall be entitled to rescind the contract and request the return of goods, if Customer acts in violation of the contract, particularly in relation to delay in payment or the violation of an obligation according to Items 2 and 3 of this provision.

5. Entrepreneur shall be entitled to sell the goods in the ordinary course of its business, if it has not delayed payment to us. Entrepreneur assigns to us, already at this point, all receivables corresponding to the invoice amount including all secondary rights accrued to it against a third party from the resale. We accept the assignment. Entrepreneur shall be entitled to collect the receivable after the assignment. We reserve the right of collecting the receivable ourselves as soon as entrepreneur does not properly comply with its payment commitments and is in delay in payment.

6. Processing of goods by entrepreneur shall always be done in our name and on our behalf without any liabilities/obligations accruing to us from this.

If processing is done together with items not belonging to us, we shall acquire joint ownership in the new object at a ratio of the value of the goods supplied by us to other processed items mixed/blended/combined

4. Right of revocation in distance selling contracts

1. If a remote selling contract in the sense of § 312 b of the German Civil Code (BGB) has been concluded between us and User, User shall be entitled to revoke the conclusion of the contract within 2 weeks after receipt of goods. The revocation shall not require any statement of reasons and may be declared to us in text form (by e-mail, telefax or post) or by the return of the goods; timely dispatch shall meet the deadline.

2. When exercising its right of revocation, User shall be obliged to return goods, if they can be dispatched by parcel.

When exercising its right of revocation, User shall bear the costs for the return, including return freight and any insurance.

User shall have to provide value compensation for deterioration caused by the operation of the goods in accordance with their intended use. User may test the goods in a circumspect and careful manner. The loss in value caused by use in excess of mere testing and preventing the goods from being sold as "new" goods shall be borne by User.

5. Price; shipping costs

1. The price offered by us shall be subject to confirmation, if nothing to the contrary has been agreed.

Prices for Entrepreneurs shall always be our applicable prices on the day of dispatch. These shall be exclusively in Euro, net prices and shall be exclusively applicable to Entrepreneurs ex store Nurnberg plus the respectively applicable value added tax (VAT).

The purchase price confirmed by us shall be applicable to Users.

2. We shall assume Customer's solvency upon the conclusion of the contract. Should reservations occur in this respect between the time of the conclusion of the contract and delivery, we shall be entitled to demand securities up to the order amount prior to delivery or to rescind the order if these are not provided. We reserve the right to additional claims.

3. The acceptance of cheques/bills shall be explicitly reserved, but shall always be on account of payment and not in lieu of performance.

A processing/small quantity flat charge of 10.00 EUR shall be added to orders with a total value of less than 50.00 EUR net. Spare part shipments for technical products shall be exempt from this charge.

Other shipping terms for Entrepreneurs shall be as set forth in our annual sales program documentation which may be updated at any time.

A flat administrative charge of 20 % of the invoiced net value shall be considered agreed for return shipments not authorized by us or not compellingly permitted by law to us as well as those not attributable to a fault of ours or not due to defective goods. Customer shall be entitled to prove lower costs.

4. The purchase price shall be due for payment within 30 days from receipt of a proper invoice, if the goods were offered for acceptance/delivered to Customer within this period of time. After the expiration of this period of time, Customer shall be in default in payment.

In case of default of payment the statutory provisions of the German Civil Code (BGB) shall apply. In relation to Entrepreneur, we reserve the right to prove and assert higher damages caused by delayed performance. Customer shall only be entitled to offsetting, if its counterclaims have been found final and absolute by court or accepted by us or are based on warranty claims.

5. Shipping For up-to-date transport charges & conditions, please contact your sales team.

6. Passing of risks

1. If the buyer is an entrepreneur, risks of accidental loss and accidental deterioration of the goods shall pass to the buyer upon surrender, in dispatched purchases upon the delivery of the goods to the forwarding agent, the haulage contractor or any other person or institution charged with the dispatch, particularly also if we have assumed shipment as well as its costs.

In the absence of any special agreement, shipment shall be made at our equitable discretion in the way selected by us. If Customer desires transport insurance Customer shall have to take it out itself.

If shipment is delayed by circumstances for which Entrepreneur is responsible, risks pass to entrepreneur at the time the goods are ready for shipment.

2. If the buyer is a User, risks of accidental loss and accidental deterioration in relation to the sold item shall only pass to the Consumer, also in dispatched purchases, as the item is surrendered.

3. Surrender shall not be affected by consumer's default in acceptance.

4. Delivery dates stated by us are not binding. Different individual arrangements shall only be applicable, if they have been explicitly promised or confirmed in text form (by e-mail or telefax).

If a delivery date explicitly promised by us is exceeded by more than four weeks, an additional delivery period of further two weeks shall be considered appropriate.

Customer shall only be relieved from its acceptance commitment after the expiry of this additional delivery period. Customer shall not be entitled to any further rights.

Force majeure, labor disputes, strikes, lock out, unforeseen plant interruptions or other events occurring after the conclusion of the contract for which we are not responsible or which we cannot influence, including late material delivery, shall extend the delivery dates indicated and also promised by us appropriately or shall entitle us to rescind the contract. Additional rights shall not accrue to Customer from this.

7. Licenses, Government Approvals, Compliance

Entrepreneur will, at its expense, obtain any licenses and governmental approvals that may be necessary to permit the sale and the purchase of products hereunder, comply with all product distribution and registration requirements in the territory, and comply with any and all applicable laws, including without limitation, to the extent applicable, the U.S. Export Administration Regulations and all other laws and regulations relating to exports and reexports of products, sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control, the U.S. Foreign Corrupt Practices Act and all other antibribery laws, and all antiboycott laws and regulations. Without limiting the generality of the foregoing, Entrepreneur specifically agrees not to, directly or indirectly, export, reexport, transfer (in-country), sell, lease, supply, or allow access to or use of our products to, in, by, or for any country/region subject to U.S. embargo or sanctions, any sanctioned/denied/restricted person (whether individual or entity), or any prohibited end-use under U.S. and/or other applicable law without authorization from the applicable government and our express written approval. It is the sole responsibility of Entrepreneur to screen for such embargoed, sanctioned, denied, and prohibited countries/regions, persons, and end-uses. Entrepreneur will promptly notify us in writing if Entrepreneur receives notice of or otherwise has reason to believe that a violation of U.S. and/or other applicable export law or regulation has occurred or is likely to occur. Entrepreneur will notify us of all permits, registrations or other action required in the applicable sales territory for us to be able to comply with and enforce the terms of these GTC and otherwise to protect our rights under these GTC.

8. Warranty

Terms for Entrepreneurs

1. We shall remedy deficiencies of goods by rework or replacement at our discretion.

2. If the subsequent performance fails, Customer shall be able to demand, on principle, an abatement of the remuneration (reduction) or cancellation of the contract (withdrawal) at its discretion. In case of an only minor infringement on the contract, particularly in case of negligible deficiencies, Customer shall, however, not be entitled to withdraw from the contract.

3. Entrepreneurs must inform us in writing about obvious deficiencies within a period of two weeks after the receipt of goods; otherwise the warranty claim cannot be asserted. Timely dispatch shall meet the deadline. Entrepreneur shall carry the complete burden of proof for all preconditions for a claim, in particular, for the deficiency itself, for the time the deficiency was noticed and for the timeliness of the letter of complaint.

If the purchase is also for Customer a trading transaction, Customer shall have to examine our shipment immediately after receipt, as far as this is expedient according to proper business procedures, and to indicate in writing recognizable deficiencies immediately, however, not later than one week after receipt of goods.

4. If Customer chooses compensation in damages due to legal or factual deficiencies after failed subsequent performance, the goods shall remain with Customer, if this is reasonable. Compensation in damages shall be limited to the difference between the purchase price and the value of the deficient object. This shall not be applicable, if we have caused the violation of contract with the intent of deceiving.

5. The warranty period in relation to Entrepreneurs shall amount to 12 months after delivery. The statutory period of limitation for second-hand items shall amount to one year after the delivery of the goods. This shall not be applicable, if the Customer fails to inform us of the deficiency in due time. Warranty periods shall not be extended by periods in which warranty measures are performed.

6. Only the product description of the manufacturer shall be considered agreed in relation to the quality of goods, on principle. Public statements, recommendations or advertising of the manufacturer shall not represent any additional contractual quality statement concerning the goods.

7. If Customer receives deficient assembly instructions/instructions for use, we shall merely be obliged to supply faultless assembly instructions/ instructions for use and this only in case the deficiency of the assembly instructions/instructions for use impairs proper assembly/ use.

8. Warranty claims shall not be constituted, if they are in causal connection with our operating instructions/installation instructions not having been followed our goods having been used excessively our goods having been improperly changed/transformed.

9. We shall not grant Entrepreneurs any guaranty in the legal sense. This shall not affect manufacturer's warranties.

Terms for Users

10. If the buyer is a User, our products comply with all laws governing European consumer product warranty, which generally stipulates that all products are subject to a warranty of 24 months after delivery, not limited to the original owner but subject to proof of purchase. Some of our products, however, including our regulators may be covered by a longer independent manufacturer's guarantee. Please refer to the user manual for your product for the specific duration and additional terms and conditions of your warranty.

9. Liability; Limitation of liability

1. We shall be liable without limitation in accordance with the statutory provisions for (i) injury to life, physical injury or damage to health, (ii) in accordance with the German Act on Liability for Defective Products (ProdhaftG), (iii) for assumption of a quality guarantee, (iv) in the case of fraudulent concealment of defects, and (v) for damages caused intentionally.
2. We shall also be liable for a grossly negligent breach of duty in accordance with the statutory provisions. In the event of a breach of a non-essential contractual obligation, our liability shall be limited to the foreseeable damage typical of the contract.
3. In the event of slight negligence, we shall only be liable if essential contractual obligations are breached; in this case, liability shall be limited to the foreseeable damage typical of the contract, the occurrence of which could have been expected.
4. In all other respects our liability is excluded.
5. Essential contractual obligations are those whose fulfilment enables the proper execution of the contract at all and on whose observance the Customer regularly relies on and may rely on.
6. The above-mentioned exclusions and limitations of liability shall also apply in favour of our organs, legal representatives, employees and other vicarious agents.

10. Confidential Information. All non-public, confidential, or proprietary information of Johnson Outdoors, Inc. and its affiliates and subsidiaries ("Johnson Outdoors") including but not limited to trade secrets, intellectual property, business information, technology, inventions, new product information and ideas, formulas, know-how, services, forecasts, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, rebates, sales methods, customer and supplier lists, and financial information that is disclosed by or on behalf of Johnson Outdoors to Customer, whether disclosed orally, through observation, or in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," is strictly confidential and may not be disclosed to any person, corporate division or entity, or copied, unless authorized in advance by Johnson Outdoors in writing. Upon Johnson Outdoors' request, Customer will promptly return or destroy all documents and other materials received from Johnson Outdoors. Johnson Outdoors will be entitled to injunctive relief for any violation of this Section, without having to post bond or establish the insufficiency of a remedy at law. This Section does not apply to information which: (a) was already part of the public domain at the time of the disclosure by Johnson Outdoors; (b) becomes part of the public domain through no fault of Customer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Customer's possession prior to the disclosure by Johnson Outdoors and was not acquired, directly or indirectly, from Johnson Outdoors or from a third party who was under a continuing obligation of confidence to Johnson Outdoors; or (d) is received (after the disclosure by Johnson Outdoors) by Customer from a third party who did not require Customer to hold it in confidence and did not acquire it directly or indirectly from Johnson Outdoors under a continuing obligation of confidence.

11. Intellectual Property. Customer acknowledges that Johnson Outdoors is the owner or licensor of brands, trademarks, designs, patents, copyrights and other intellectual property relating to our products, and that no right, title, interest, or license is conveyed by Johnson Outdoors to Customer to manufacture, have manufactured, modify or copy such products. Customer agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any software (including firmware) comprising or contained within our products. Nothing in these GTC shall be construed to give Customer any right to use any of Johnson Outdoors' trademarks (the "Trademarks") without Johnson Outdoors' prior written consent, and Customer agrees not to make, or allow any of its affiliates to make, any such use. Customer agrees that neither it nor its affiliates will seek to register any Trademark, or any other trademark, service mark, or trade dress owned by Johnson Outdoors or its affiliates, and if Customer or any of its affiliates does obtain such a registration, Customer or its affiliate shall immediately assign the same to Johnson Outdoors. Customer acknowledges and agrees that Johnson Outdoors is the sole owner of all domain names that include any of Johnson Outdoors' trademarks or derivations thereof. Customer agrees not to register, use, or attempt to register any domain name in any class or category that contains any of Johnson Outdoors' trademarks or any abbreviation, acronym, or variation of them without Johnson Outdoors' prior written consent, which it may withhold in its sole discretion. Customer shall take all steps and execute all documents that Johnson Outdoors may reasonably request to transfer ownership or confirm Johnson Outdoors' ownership of any domain names registered or used by Customer.

12. Indemnification. Customer hereby releases and agrees to indemnify, defend and hold harmless Johnson Outdoors, its shareholders, officers, agents, employees, affiliates, successors, assigns and third-party suppliers ("Johnson Outdoors' Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, loss, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, attorneys' fees and costs incurred by or against Johnson Outdoors or any of Johnson Outdoors' Indemnified Parties due to or arising out of, in connection with, resulting from or relating to (i) misrepresentations, breach of the warranties, representations, covenants or agreement contained in these GTC or violation of any law by Customer or any of Customer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Customer's Parties"), (ii) statements not specifically authorized by Johnson Outdoors, including advertising or warranties not consistent with Johnson Outdoors' limited warranty or Johnson Outdoors' marketing of our products, (iii) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Customer or any of Customer's Parties, or (iv) losses, damages or injuries caused by Customer's products, Customer's specifications, designs, approvals or instructions provided to Johnson Outdoors, or due to improper application or use of our products by Customer or any third party (collectively, the "Indemnified Claims"). Prior to settling any Indemnified Claim, Customer will give Johnson Outdoors an opportunity to participate in the defense and/or settlement of such claim. Customer shall not settle any Indemnified Claim without Johnson Outdoors' prior written consent.

13. Miscellaneous Terms; Applicable Law; Jurisdiction

1. This contract shall be subject to the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
2. If Customer is a businessman, a legal entity of public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our business domicile in Nürnberg, Germany. The same is applicable, if Customer does not have a general place of jurisdiction in Germany or its legal residence or usual abode is not known at the time of the commencement of legal action.

3. Should individual agreements with Customer including these GTC be or become completely or partly ineffective, the validity of the remaining provisions shall not be affected thereby. The completely or partly ineffective regulation shall be replaced by a regulation the economic success of which shall be as close as possible to the ineffective provision.

Johnson Outdoors Vertriebsgesellschaft mbH

Bremer Straße 4 D-90451 Nürnberg Germany Tel: +49 (0) 911 - 9 62 62-0 Fax: +49 (0) 911 – 9 62 62 - 250