

TERMS AND CONDITIONS OF SALE

1. Controlling Provisions.

Generally. All sales by Scubapro Asia Pacific Limited and its subsidiaries (“Seller”) are made subject to the following terms and conditions of sale (“Terms”). These Terms constitute an offer by Seller to provide to the buyer to which the offer is addressed (“Buyer”) the products and/or services described herein (the “Products”), or in any written or electronic document submitted by Seller to Buyer which incorporates this document by reference. If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, including without limitation Buyer’s standard terms and conditions. **THESE TERMS, TOGETHER WITH THE TERMS AND CONDITIONS CONTAINED IN ANY WRITTEN OR ELECTRONIC DOCUMENT SUBMITTED BY SELLER TO BUYER WHICH INCORPORATES THESE TERMS BY REFERENCE (COLLECTIVELY, THE “AGREEMENT”) CONSTITUTE THE FINAL EXPRESSION OF THE TERMS BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THOSE TERMS. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THE AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY SELLER AND BUYER.** Notwithstanding anything to the contrary herein, if a written contract signed by both parties is in existence covering the sale of the Products hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with this Agreement. Seller reserves the right to change prices and terms when necessary. Prices and terms are subject to change without notice.

Acceptance. Buyer shall be deemed to have made an unqualified acceptance of this Agreement on the earliest of the following to occur: (a) Seller’s receipt of a signed copy of (i) these Terms or (ii) any written or electronic document submitted by Seller to Buyer which incorporates these Terms by reference; (b) Buyer’s payment of any amounts due under this Agreement; (c) Buyer’s delivery to Seller of any material to be furnished by Buyer; (d) Seller’s delivery of the Products; (e) failure by Buyer to notify Seller to the contrary within ten days of receipt of this Agreement or (f) any other event constituting acceptance under applicable law.

Quotations. Written quotations are void unless accepted within 45 days from date of issue.

Termination. In addition to any other remedies that may be provided under this Agreement, Seller may terminate any and all orders with immediate effect upon written notice to Buyer, if Buyer (i) fails to pay any amount when due under this Agreement or any other order (ii) has not otherwise performed or complied with any of its obligations under this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Governing Law. This Agreement shall be governed by and construed according to the laws of Hong Kong SAR without giving

effect to any choice of law provision. Neither this Agreement nor sales hereunder shall be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

Severability; Waiver. The invalidity of any provision or clause of this Agreement shall not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in the order. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise or delay in exercising any right, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Compliance With Laws. Buyer agrees to comply with all laws, regulations and ordinances applicable to the purchase, transport, import/export, use, storage, sale, lease and/or disposal of the Products including, without limitation, to the extent applicable, the U.S. Export Administration Act and all regulations thereunder. Buyer shall maintain in effect all the licenses, permissions, consents and permits that it needs to carry out its obligations under this Agreement. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate the order if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Products. Buyer shall comply with and advise Seller of any applicable health, safety, environmental and other standards, specifications and other requirements imposed by law in Hong Kong SAR. Buyer shall also inform Seller of any instructions, warnings, and labels with respect to the Products which are required by law. Buyer represents that neither Buyer nor any of its directors, officers, employees, or agents is an official or employee of any government, governmental agency, political party, or a candidate for political office, and Buyer shall promptly notify Seller if this representation becomes inaccurate. Buyer shall not, and shall ensure that any person under its control does not, directly or indirectly, offer, promise, authorize, or make any payment or give anything of value to any government official or employee, any official or employee of a state-owned or controlled entity, any official or employee of a public international organization, any political party or its officials, any candidate for public office, or any family member of such persons, for the purpose of influencing any act or decision, obtaining or retaining business, directing business to any person or entity, or securing any improper advantage. Any breach of this provision entitles Seller to terminate this Agreement immediately upon notice to Buyer.

2. Delivery.

Generally. Delivery shall be made FOB Seller’s facility or location named by Seller. Seller shall select and contract with and use the freight forwarder at Buyer’s cost and risk. Title to the Products shall remain with Seller until Buyer has paid Seller in full for the Products and any other sums due under this Agreement. All risks (including without limitation risk of loss, damage or delay) shall pass from Seller to Buyer at Seller’s facility or location named by Seller. Until title passes, Buyer shall hold the Products as bailee

for Seller and shall store them separately from all other goods in such a way that they remain readily identifiable as the Seller's property. Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Seller. Unless otherwise provided in this Agreement, all Products shall be shipped freight collect. Buyer is responsible for any ocean freight, air freight, insurance, export packing, handling and other shipping-related charges, export licensing and export compliance. If Seller delivers to Buyer a quantity of Products of up to 25% more or less than the order, Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products. All Products will be packed for the applicable method of shipment.

Delivery Dates. The Products will be delivered within a reasonable time after Buyer's acceptance of this Agreement, subject to availability of finished Products. All delivery dates are approximate. Delivery dates provided by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates but does not guarantee to meet such dates. Failure by Seller to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind. Time for delivery shall not be of the essence. Buyer shall ensure that its orders are received by Seller not less than 20 working days before the requested delivery dates. Seller reserves the right to accept or reject orders. Buyer's orders or mutually agreed change orders shall be subject to all provisions of this Agreement, whether or not the order or change order so states.

Partial Shipments. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order.

Quantity; Claims. The quantity of any installment of Products as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Claims for shortages or other errors must be made in writing to Seller within ten days after Seller's delivery. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

3. Inspection and Rejection of Nonconforming Products.

Inspection. Buyer shall inspect the Products within 10 days of receipt. Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any (i) visible defects in the Products, (ii) Products that are incorrectly labeled or packaged, or (iii) Products that are different than identified in Buyer's order (collectively, the "Nonconforming Products") during such 10 day period and furnishes such documentation as reasonably required by Seller. If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) at its expense and risk of loss, replace such Nonconforming Products with conforming Products, or (ii) credit or refund the price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming

Products to Seller's facility from which the Products were shipped. Title to such returned Nonconforming Products shall transfer to Seller upon receipt. Buyer agrees that these remedies are Buyer's exclusive remedies for delivery of Nonconforming Products.

4. Prices; Taxes.

Prices. Unless otherwise agreed in writing, prices shall be the higher of Seller's most recent quote to Buyer, prevailing market price, Seller's list price, or the last price charged by Seller to Buyer for the Products. Unless otherwise agreed in writing, prices are in Hong Kong dollars. Prices are subject to change without notice.

Taxes and Costs. All prices are exclusive of all taxes, fees and costs of any kind. Buyer shall pay or reimburse Seller on demand for all taxes, fees and costs including, but not limited to any use, sales, excise, value added or other taxes, duties, customs agent or broker fees, freight costs, or any other tax, fee or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

5. Terms of Payment.

Generally. Unless otherwise stated in this Agreement or required by Seller, payment terms are 100% of invoiced amount due 30 days after the date of the invoice. Unless otherwise agreed by the parties, Buyer shall make all payments hereunder in Hong Kong dollars. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise. Buyer shall pay to Seller a \$50 handling fee if any of Buyer's checks are returned to Seller as a result of insufficient funds.

Seller's Rights. Notwithstanding the foregoing, terms of payment on all orders are subject to the approval of Seller's credit department. Seller may change payment terms at any time and from time to time upon notice to Buyer. Without limiting its other options, Seller may require Buyer to post, prior to purchase, an irrevocable letter of credit payable at site confirmed by a bank acceptable to Seller in its discretion, wire transfer, cash in advance, or credit card. If Buyer does not pay Seller any amount due under this Agreement or any other agreement when such amount is due or if Buyer defaults in the performance of this Agreement, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies (a) terminate Seller's obligations under this Agreement; (b) declare immediately due and payable all of Buyer's obligations to Seller; (c) change credit terms with respect to any further work; (d) suspend or discontinue any further Products or services; and/or (e) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including, but not limited to attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge of 1.5% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on Seller's demand. Buyer shall not set off amounts due to Seller against claims against Seller. If Buyer sells or otherwise disposes of the Products before title has passed to Buyer, Buyer shall hold the proceeds of such sale or disposal in trust for Seller, keep such proceeds separate from Buyer's own funds, and promptly pay to Seller the amount received from the resale or disposal of the Products, up to the value of the unpaid purchase price.

Security Interest. To the extent allowed by applicable law, as collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer agrees to execute any documents and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein and the interest of Seller. Seller is authorized in Buyer's name or otherwise to take such actions as permitted under this Agreement or applicable law, and Buyer hereby appoints Seller as its attorney-in-fact for such purpose.

6. Cancellations, Changes and Returns.

All undelivered Products may be cancelled by Buyer only upon the prior written approval of an authorized representative of Seller. In the event of any cancellation of an order by Buyer, Buyer shall pay to Seller its reasonable costs and expenses, including, without limitation, any cancellation fees and costs Seller must pay its vendors and suppliers. Special orders may not be cancelled or changed.

Changes. Buyer may not alter or modify its order or any part thereof without Seller's prior, written consent. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any alterations or modification to which it consents.

Returns. No Products may be returned to Seller without its prior, written authorization and Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be of current manufacture, unused, in resalable condition, and securely packed to reach Seller without damage. Any cost incurred by Seller to put equipment in first class condition will be charged to Buyer. All Product returned to Seller shall be subject to a 15% restocking charge plus the costs of freight and any import or export costs.

7. Limited Warranty.

All warranties for the Products are set forth in the documents accompanying the Products. If no such documents accompany the Products, then Seller warrants to Buyer for a period of 12 months from the date of shipment of the Products that such Products will be free from material defects in materials and workmanship under normal use and service. The foregoing warranty shall not apply to damage caused by misuse or Product modification and is conditioned on the Buyer (i) operating and maintaining Products in accordance with the specifications and instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default on any payment obligation to Seller. If (i) Buyer gives written notice of the defect, reasonably described, to Seller within 60 days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Products and Buyer (if requested to do so by Seller) returns such Products to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Products are defective, Seller shall at its sole option either (i) repair or replace such

Products (or the defective part) or (ii) credit or refund the price of such Products at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Products to Seller. Performance of the remedy provided in this limited warranty or any other limited warranty that may be set forth in the documents accompanying the Products shall be Seller's sole obligation and Buyer's or end-user's exclusive remedy with respect to defective goods.

8. DISCLAIMER OF OTHER WARRANTIES; LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER AND BUYER AGREE THAT THE EXPRESS WARRANTIES IN ANY LIMITED WARRANTY SELLER MAY OFFER, IF ANY, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT LOSS OF USE, REVENUE OR PROFIT OR SPECIAL DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS AGREEMENT SHALL BE LIMITED TO THE MONIES PAID BY THE RETAIL PURCHASER FOR THAT DEFECTIVE PRODUCT.

9. Indemnification and Insurance.

Indemnification. Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller, its shareholders, officers, agents, employees, affiliates, successors, assigns and third-party suppliers ("Seller's 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 Seller or any of Seller's 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 this Agreement or violation of any law by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"), (ii) statements not specifically authorized by Seller, including

advertising or warranties not consistent with Seller's limited warranty or Seller's marketing of the 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 Buyer or any of Buyer's Parties, or (iv) losses, damages or injuries caused by Buyer's products, Buyer's specifications, designs, approvals or instructions provided to Seller, or due to improper application or use of the Products by Buyer or any third party (collectively, the "Indemnified Claims"). Prior to settling any Indemnified Claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any Indemnified Claim without Seller's prior written consent.

Insurance. Buyer shall, at Buyer's sole cost, maintain and have in effect at all times while doing business with Seller adequate insurance to protect the Products against ordinary business risks in amounts and with carriers acceptable to Seller, in its sole discretion, and shall name Johnson Outdoors Inc. and its subsidiaries as additional named insureds under all such policies.

10. Confidential Information; Intellectual Property.

Confidential Information. All non-public, confidential, or proprietary information of Seller, 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 Seller to Buyer, 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 Seller in writing. Upon Seller's request, Buyer will promptly return or destroy all documents and other materials received from Seller. Seller 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 Seller; (b) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Buyer's possession prior to the disclosure by Seller and was not acquired, directly or indirectly, from Seller or from a third party who was under a continuing obligation of confidence to Seller; or (d) is received (after the disclosure by Seller) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller under a continuing obligation of confidence.

Intellectual Property. Buyer acknowledges Seller and its affiliates are the owners or licensors of brands, trademarks, designs, patents, copyrights and other intellectual property relating to the Products, and that no right, title, interest, or license is conveyed by Seller to Buyer to manufacture, have manufactured,

modify or copy such Products. Buyer agrees that it will not, directly or through intermediaries, reverse engineer, decompile, or disassemble any software (including firmware) comprising or contained within a Product. Nothing in this Agreement shall be construed to give Buyer any right to use any of Seller's trademarks (the "Trademarks") without Seller's prior written consent, and Buyer agrees not to make, or allow any of its affiliates to make, any such use. Buyer agrees that neither it nor its affiliates will seek to register any Trademark, or any other trademark, service mark, or trade dress owned by Seller or its affiliates, and if Buyer or any of its affiliates does obtain such a registration, Buyer or its affiliate shall immediately assign the same to Seller.

11. Data Protection.

Seller complies with relevant data protection regulations and requirements. By entering into this Agreement, Buyer agrees that Seller may keep a record of Buyer's contact details and those of the people who work for and with Buyer. By giving such personal information, Buyer consents to Seller processing and storing the information primarily for the purpose of performing its obligations under this Agreement and any written contract signed by both parties covering the sale of the Products hereby, and to generally administer and take care of its relationship with Buyer. Seller's relationship with Buyer may require Seller to disclose certain of Buyer's personal information to its parent, affiliated entities, or third parties engaged to work on the Seller's behalf (including processing and holding Buyer'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, the Seller has or will enter into contractual arrangements that provide privacy protection for your personal information. Seller may from time to time send Buyer 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 Seller know by sending an email to DataPrivacy@johnsonoutdoors.com. All personal information provided to the Seller is processed in accordance with the Johnson Outdoors Privacy Policy, which is available at <https://www.johnsonoutdoors.com/us/privacy-policy>, or its successor website, and Seller's Privacy Notice for California Residents, which is available at <https://www.johnsonoutdoors.com/us/privacy-policy-california>, or its successor website. In the event that Buyer supplies Seller with 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 Agreement, Buyer shall obtain the necessary consent (and provide the necessary notices) from the relevant individuals or ensure that Buyer otherwise has 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).

12. Assignment.

Neither party may assign, delegate, or transfer its rights, interests, or obligations under this Agreement without the prior written consent of the other party provided, however, that Seller may assign, delegate, or transfer its rights, interests, or obligations under this Agreement in whole or in part to any of its affiliates or any person acquiring substantially all of Seller's assets, and/or perform

this Agreement through subcontractors. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties' successors and assigns.

13. Force Majeure.

Seller shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, pandemic, epidemic, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, hurricane, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the order and/or extend any date upon which performance is due hereunder.

14. Survival.

Damage limitations in Sections 7 and 8, and any other provision contained in this Agreement the performance or effectiveness of which naturally survives, shall survive expiration or termination of this Agreement for any reason. All of Seller's remedies pursuant to this Agreement are cumulative and not exclusive of any other remedies available to Seller at law, by contract or in equity.

15. Third Parties.

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Recalls.

In the event of any recall affecting the Products, Seller shall have the right to control the recall process and Buyer shall fully cooperate with Seller in connection with the recall.