# Authorized Retailer Terms & Conditions

To protect and promote our brand and reputation for providing high-quality products, Weyco Group Inc, ("Florsheim" "BOGS", "Stacy Adams", "Nunn Bush", "Forsake") has established these Authorized Retailer Terms & Conditions (the "Terms"), effective immediately, which apply to authorized Retailers of ("Florsheim" "BOGS", "Stacy Adams", "Nunn Bush", "Forsake") products (the "Products"). By purchasing from Weyco Group Inc for retail sale, you ("Retailer") agree to adhere to the following terms. Please read these Terms carefully.

1. **Purchase Orders.** Orders for Products made by Retailer shall be handled pursuant to the then-current product order, shipment, and return procedures, which may be amended by Weyco Group Inc at any time in its sole and absolute discretion. Weyco Group Inc reserves the right to reject any orders, in whole or in part, for any reason. Any additional or different terms proposed by Retailer (including, without limitation, any terms contained in any document incorporated by reference into a purchase order) are rejected and will be deemed a material alteration hereof, unless expressly agreed to in writing by Weyco Group Inc. Furthermore, Weyco Group Inc will not be bound by any "disclaimers", "click wrap" or "click to approve" terms or conditions now or hereafter contained in any website used by Retailer in connection with the Products or any sale thereof.

2. **Manner of Sale.** Retailer shall sell the Products only as set forth herein. Sales in violation of the Terms are strictly prohibited and may result in Weyco Group Inc's immediate termination of Retailer's account, in addition to other remedies. Specifically, and without limitation, Products sold to unauthorized persons or through unauthorized channels, including unauthorized websites, shall not be eligible for certain promotions, services, and benefits, including, unless prohibited by law, coverage under Weyco Group Inc's Product warranties and guarantees. Furthermore, to the extent allowed by law and without limitation to any other disclaimer, Weyco Group Inc expressly disclaims any and all warranties and conditions to unauthorized Products; Products which are sold via unauthorized Retailers; and Products which are sold not in compliance with Weyco Group Inc's quality control program or policies. Sales to or via Amazon.com and/or Third-Party Marketplaces in violation of this Agreement will render Retailer as an unauthorized Retailer, thereby voiding any and all Product warranties as well as Weyco Group Inc's product return policies.

   (a) Retailer shall sell Products solely to end users of the Products. Retailer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use.

   (b) Retailer shall not sell, ship or invoice Products to customers outside of the United States or to anyone Retailer knows or has reason to know intends to ship the Products outside of the United States without the prior written consent of Weyco Group Inc.

   (c) Retailer is permitted to market for sale or sell the Products through websites owned or operated by Retailer; provided however, that such websites identify Retailer's full legal name, mailing address, telephone number and email address. Weyco Group Inc, in its sole discretion, may revoke Retailer's authorization to sell the Products on such websites at any time, and Retailer shall cease marketing for sale and/or selling the Products on such website immediately upon notice of such revocation. Retailer shall not sell the Products on or through any other website, including any third-party marketplace website such as Amazon, eBay, Walmart Marketplace, Rakuten, or Sears Marketplace, without the prior written consent of Weyco Group Inc, which is granted solely by Weyco Group Inc in its discretion. No Weyco Group Inc employee or agent can authorize online sales through oral statements, other written agreement, or by any other means.

(d) Retailer shall comply with any and all applicable laws, rules, regulations, and policies related to the advertising, sale, and marketing of the Products.

3. **Product Care & Quality Controls.** Retailer shall care for the Products as set forth herein.

(a) ***Product Inspection.*** Retailer shall inspect the Products upon receipt and during storage for damage, defects, broken seals, evidence of tampering or other nonconformance (collectively, "Defects"). Retailer shall also inspect its inventory regularly for expired or soon-to-be expired Products and shall remove those Products from its inventory. Retailer shall not sell any Products that are expired. If any Defects are identified, Retailer must not offer the Product for sale and must promptly report the Defects to Weyco Group Inc.

(b) ***Product Storage and Handling.*** Retailer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place, away from direct sunlight, extreme heat, and dampness, and in accordance with any additional storage guidelines specified by Weyco Group Inc from time to time.

(c) ***Recalls and Consumer Safety.*** To ensure the safety and well-being of the end-users of the Products, Retailer shall cooperate with Weyco Group Inc with respect to any Product recall or other consumer safety information dissemination effort.

(d) ***Alterations & Bundling Prohibited***. Retailer shall sell Products in their original packaging, with all seals intact. Retailer shall not sell or label the Products as "used," "open box" or any other similar descriptors. Relabeling, repackaging (including the separation of bundled products or the bundling of products), misbranding, adulterating, and other alterations are not permitted. Retailer shall not tamper with, deface, or otherwise alter any batch code or other identifying information on Products or packaging. Retailer shall not remove or destroy any copyright notices, trademarks or other proprietary markings on the Products, documentation, or other materials related to the Products. Removing, translating, or modifying the contents of any label or literature accompanying the Products is prohibited. Retailer shall not advertise, market, display, or demonstrate non-Weyco Group Inc products together with the Products in a manner that would create the impression that the non-Weyco Group Inc products are made by, endorsed by, or associated with Weyco Group Inc.

(e) ***Customer Service & Product Representations***. Retailer and Retailer's sales personnel shall familiarize themselves with the features of all Products marketed for sale and must obtain sufficient Product knowledge to advise end-user customers on the selection and safe use of the Products, as well as any applicable warranty or return policy. Retailer must make itself available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Retailer and Retailer's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Weyco Group Inc. Retailer agrees to cooperate fully with Weyco Group Inc in any investigation or evaluation of such matters.

4. **Intellectual Property.** Weyco Group Inc owns all proprietary rights in and to the various brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products in which they own (the "IP"). Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as an Authorized Retailer. Weyco Group Inc reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the IP at any time, without limitation. All goodwill arising from Retailer's use of the IP shall inure solely to the benefit of Weyco Group Inc.

5. **Termination.** If Retailer violates any of the Terms, Weyco Group Inc reserves the right to terminate the Terms immediately in addition to all other available remedies. Upon termination, Retailer will immediately lose its status as an Authorized Retailer and shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Retailer is an Authorized Retailer or has any affiliation with Weyco Group Inc; and (iii) using any IP.

6. **Availability of Injunctive Relief.** Notwithstanding anything to the contrary herein, if there is a breach or threatened breach the Terms, it is agreed and understood that Weyco Group Inc will have no adequate remedy in money or other damages at law. Accordingly, Weyco Group Inc shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in the Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of the Terms. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Weyco Group Inc to exercise any right(s) herein shall constitute a waiver of any provision herein.

7. **Miscellaneous.** Weyco Group Inc reserves the right to update, amend, or modify the Terms upon written or electronic notice to Retailer. Unless otherwise provided, such amendments will take effect immediately and Retailer's continued use, advertising, offering for sale, or sale of the Products, use of the IP, or use of any other information or materials provided by Weyco Group Inc to Retailer under the Terms following notice will be deemed Retailer's acceptance of the amendments. No waiver of any breach of any provision of the Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of the Terms is held contrary to law, the remaining provisions shall remain valid. The following provisions shall survive the termination of the Terms: Sections 3 and 7. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TERMS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.**