

DEALER AGREEMENT TERMS AND CONDITIONS OF SALE

TERMS

- Shipping**
We ship UPS or FedEx whenever possible, shipping charges are prepaid and added to your invoice. Your UPS # can be provided for goods to be shipped third party. Drop Shipping is available and are prepaid with a \$10 handling fee.
- Terms**
All invoices are 30 day net. All prices F.O.B. to shipping point. Shipments made at prevailing price at time of order. All prices are in US dollars. Prices and specifications are subject to change without notice. If terms are not followed, OOFOS LLC charges 1% per month on all unpaid past due balances and discounts are removed THIS CHARGE EQUATES TO 18% PER ANNUM. In the event this account is placed for collection with an attorney or any other agency, I/we agree to pay all reasonable collection expenses and/or attorney fees as determined by the court. If past due, OOFOS LLC reserves the right to place the account on hold until terms are met. We will also accept credit card orders.
- Damaged Goods**
If shipment arrived damaged or with missing merchandise, contact the carrier immediately. The carrier has signed receipt of your package from our warehouse in good condition. Before replacement merchandise can be issued, the damage claim must be filed with the carrier.
- Dealer Responsibilities**
The Dealer will use its best efforts to promote demand for and sale of the products, and will use prudent business judgment to maintain adequate facilities and sales personnel for this purpose. This includes, but is not limited to, placing POP (provided by OOFOS LLC) around products, tastefully displaying of product and advertising of product exclusively to OOFOS LLC.
- Right of Refusal**
OOFOS LLC reserves the right to refuse certain retail channels (e.g. internet sales).
- All retailers and Internet/Online customers must adhere to OOFOS SRP or MAP as per the product line sheet.

Returns will be accepted for defective Products only. If Products are repairable, OOFOS LLC, at its discretion, will assume the cost to repair the Product before replacement or crediting of Dealer's account. No item may be returned unless the Dealer has first notified OOFOS LLC and has obtained a return authorization number (RA#). If at OOFOS LLC's discretion, return authorization is given for non defective merchandise, a per-pair restocking fee of \$6.00 per pair will be assessed. Each such item returned to OOFOS LLC must be properly packaged and wrapped in sturdy shipping cartons such that all Product, and all shoe boxes in which such Products are shipped, displayed, or sold, are in proper condition to be sold as new, OOFOS LLC at its sole discretion, may return such products to Dealers or allow only partial credit.

Questions about the program and returns should be directed to:

Laurie Tedeschi
1-781-740-4050 - P
1-781-740-9650 -F
ltedeschi@oofos.com

ORDER PLACING

Office Hours: M-F 9:00am – 5:00pm PST
General Office Fax: 781-740-9650
Email: ltedeschi@oofos.com

Acceptance of Terms: The undersigned hereby agrees that he/she fully understands and will comply with the Terms and Conditions of Sale as outlined above.

TRANS-SHIPPING POLICY

Dealer agrees that: (a) Dealer will not sell any Product from any location of Dealer that has not previously been approved by OOFOS LLC in writing; (b) Dealer will not sell, distribute, market, or ship any Products of OOFOS LLC to any reseller; and (c) Dealer may not sell any Products on any third party Website or auction Website. Each of the Dealer's locations must be pre-approved in writing by OOFOS LLC. These undertakings are essential terms of this agreement, the breach of which constitutes a total repudiation by such Dealer of any and all agreements and understandings between OOFOS LLC and such Dealer regarding

RETURN SHOE POLICY

SIGNATURE

DATE