

WOLVERINE WORLD WIDE CORPORATION, INC.
STANDARD TERMS AND CONDITIONS OF SALE

All sales by Wolverine World Wide Corporation, Inc. ("Wolverine") are subject to the following terms and conditions of sale. "Goods" refers to any products sold by Wolverine and "Customer" refers to the person or entity purchasing Goods from Wolverine.

Agreement. All sales of Goods and any provision of services by Wolverine to Customer are governed by and subject to these standard terms and conditions of sale, as they may be amended from time to time by Wolverine, which form a binding agreement between Wolverine and Customer (the "Agreement"). This Agreement incorporates by reference all additional terms and conditions stated in applicable price lists, product catalogs, order acknowledgments, electronic data interchange directives, the Wolverine engagement criteria for trading partners and sources and other documentation furnished by Wolverine to Customer ("Additional Terms"). These standard terms and conditions govern in the event of any conflict or inconsistency with any Additional Terms. This Agreement is a complete and exclusive statement of the terms and conditions of the agreement between Wolverine and Customer. Any changes to this Agreement are binding and enforceable only if made in writing and signed by an authorized officer of Wolverine, subject to the following sentence. Wolverine may unilaterally change, modify, amend or replace this Agreement and any of the Additional Terms from time to time, in whole or in part, by providing a copy of the changed, modified, amended or replaced version thereof to the Customer or by making same available on its web-site. It is the Customer's responsibility to verify Wolverine's web-site on a regular basis. The current web address is www.wolverineworldwide.com/termsandconditions. Wolverine does not agree to and rejects any terms contained in Customer's purchase orders or other documents that are additional to or different from these terms. Terms that are printed on or contained in a purchase order or other form prepared by Customer additional to, in conflict with or inconsistent with these terms shall be inapplicable and shall have no force or effect. If Customer has not otherwise agreed to these terms, Customer's acceptance of delivery of, or full or partial payment for, the Goods will constitute Customer's acceptance of these terms and conditions.

Orders. All orders for Goods must be in the form of a purchase order submitted by Customer to Wolverine. All orders are subject to final approval by Wolverine. Upon approval, Wolverine may issue an order acknowledgment to Customer. Following approval by Wolverine, orders may not be changed or canceled without the written approval of Wolverine. Customer may request cancellation of a purchase order by submitting a written request to Wolverine's Customer Service Department. Customer will reimburse Wolverine for all expenses and losses resulting from any Customer change or cancellation.

Prices. The prices of Goods will be those prices published in the then current price list in effect on the date that Wolverine accepts the order for the Goods sold, or as specifically agreed by the parties in writing. Prices are subject to change without notice. Prices quoted are exclusive of all taxes and charges of any kind, including without limitation, sales, goods and services tax, excise, use and property taxes. Wolverine will add all taxes and charges to the invoice and Customer agrees to pay all applicable taxes or charges levied by any tax authority, excluding any taxes based upon Wolverine's income.

Payment Terms. Standard payment terms are net 30 days from the date of invoice, unless a different payment date is specified on the face of Wolverine's invoice. Full payment for all Goods is due in accordance with the terms and payment procedures stated in the order acknowledgment or invoice issued by Wolverine to Customer. All payments shall be made in Canadian Dollars. Invoices not fully paid by the specified payment date are deemed overdue and unpaid balances will accrue interest at the rate of twelve per cent (12%) per annum. Wolverine will be entitled to suspend performance of any order or obligation to Customer until the Customer's account is current. If at any time Wolverine determines that Customer's financial condition, payment practices or credit rating does not justify a sale on credit, Wolverine may require advance payment or may ship C.O.D. Customer will reimburse Wolverine for all expenses, including reasonable attorneys' fees, incurred in the collection of any delinquent account or enforcing its rights under these terms and conditions.

Title to Goods. Title to and risk of loss of the Goods will pass to Customer upon delivery of the Goods to the carrier first hired to carry the Goods.

Security Interest. Customer grants to and in favour of Wolverine a security interest in the Goods and any proceeds thereof, which security interest will constitute a lien on the Goods until the purchase price and all other amounts owing pursuant to this Agreement have been paid in full. If the Goods are located in Quebec, Customer hereby hypothecates the Goods in favour of Wolverine by way of a movable hypothec for an amount equal to the purchase price of the Goods and all interest and any other amounts to which Wolverine may be entitled pursuant to this Agreement and any Additional Terms plus a further sum of 20% of the amount of the aforesaid hypothec. If Customer fails to pay the purchase price and all other amounts owing pursuant to this Agreement, Wolverine will have all the rights and remedies of a secured creditor or hypothecary creditor under the Personal Property Security Act (Ontario), the Civil Code of Quebec or similar legislation where the Goods are located. In order to perfect Wolverine's security interest, the Customer agrees to execute all instruments that Wolverine, as the secured party, is required to file, or determines to be necessary to

perfect or protect its security interest, including where applicable a deed of movable hypothec in respect of the Goods. The Customer will keep the Goods properly stored, insured and identifiable as subject to Wolverine's lien or hypothec, as the case may be, until full payment is made by Customer for the Goods. Wolverine reserves the right to enter Customer's premises to repossess Goods for which payment is overdue. Notwithstanding the foregoing, Customer is entitled to sell the Goods and pass good title thereto to any unaffiliated third party; provided however, that such right will automatically cease if Customer becomes insolvent or if a petition in bankruptcy or receivership (or any similar legal or administrative proceeding) is filed by or against Customer, if any trustee or receiver is appointed for assets of Customer, or if Customer makes an assignment for the benefit of creditors. If Customer becomes insolvent, or bankruptcy or other debtor's relief proceedings are instituted by or against Customer, or Customer makes an assignment for the benefit of its creditors or is unable to meet its obligations as they come due, any such event shall be deemed a material default hereunder, entitling Wolverine to cease performance under this Agreement and to avail itself of all legal and equitable remedies it may have against Customer.

Defaults. In the event of any default by Customer, Wolverine may decline to make further shipments without in any way affecting its rights under this Agreement. The due date of all Wolverine invoices shall be accelerated so that they become due and payable immediately, even if longer terms had been provided previously. If despite any default by Customer, Wolverine elects to continue to make shipments, Wolverine's action shall not constitute a waiver of any default by Customer or in any way affect Wolverine's legal remedies as a result of any such default.

Delivery and Delay. Except as otherwise specifically agreed in writing between Wolverine and Customer, Wolverine will deliver the Goods CIP the named destination stipulated on Wolverine's invoice (Incoterms 2000) by the method of shipment and routing determined by Wolverine. Counting of the Goods shipped will be done by the carrier. Customer will pay Wolverine for all shipping costs and delivery charges (including insurance) as established by Wolverine and stated in the invoice. Shipments are subject to the standard limitations on loss or liability imposed by the carrier, except to the extent Customer submits an advance written request for higher loss coverage as available from the carrier at Customer's cost. Any Delivery dates specified in an order acknowledgment are estimates only and time is not of the essence. Wolverine may deliver all of the Goods at one time or in portions from time to time. All deliveries are subject to modifications or cancellation due to events beyond Wolverine's reasonable control, including acts of God, compliance with any law, order, rule or regulation of any governmental or other authority, delay in transportation, labour disputes, strikes, failure of equipment or systems, or shortages of any labor or materials or services ("force majeure"). If Wolverine cannot finish and deliver the Goods on the estimated delivery date due to an event of force majeure or if Wolverine has reasonably endeavored to deliver the Goods on the estimated delivery date, the estimated time of delivery will be extended accordingly and Wolverine will not be liable for any loss of profit or property, or for any direct, indirect, special, incidental, consequential or other damages caused by any delay or failure to deliver. If Customer causes or requests a delay in the manufacture or delivery of any Goods, Customer will reimburse Wolverine for all resulting damages, including without limitation, payment of reasonable storage expenses for the Goods during the period of delay or interruption.

Retail Prices. Customer is free to determine its own pricing policy for the Goods. Wolverine suggests that Customer resell the Goods to the public at the retail prices quoted from time to time in the applicable catalog or recommended retail price list, excepting only genuine seasonal sales or other occasional promotions conducted by Customer.

Credits and Chargebacks. Claims for credits and chargebacks will be considered by Wolverine only if: 1) received by Wolverine within sixty (60) days of ship date or reasonable delivery of the specific Goods that are the subject of such claim, and 2) submitted to Wolverine with a complete description identifying the specific Goods and the reason that Customer is claiming such credit or chargeback. Credits and chargebacks may be denied by Wolverine in Wolverine's sole discretion and, without limiting the foregoing, will be denied without review if not submitted within the sixty (60) day period with required descriptions.

Permitted Sales. Customer is only permitted to resell the Goods to end-users as "first quality" goods at retail locations approved by Wolverine. Customer is prohibited from selling any Goods at a retail location not approved by Wolverine or to any party that Customer knows or has reason to suspect intends, directly or indirectly, to resell the Goods or transport the Goods elsewhere for resale. Resale or transshipment of Goods to an unauthorized location or to another business is prohibited. Customer shall immediately notify Wolverine of any parties seeking Goods for resale or transport in violation of this Agreement. Customer will inspect all Goods for damage before offering them for sale and will not sell any Goods (including packaging materials) that

are damaged, defective, "irregular", "seconds", or otherwise fail to qualify as "first quality" unless Wolverine has specifically authorized such sales in writing. Customer will not sell any Goods through catalogs other than those prepared by Wolverine, television shopping channels, discount venues including "outlet" or "factory direct" malls or flea markets or through other direct marketing methods including direct mail or door-to-door solicitation except as specifically authorized by Wolverine in writing. Customer is prohibited from promoting, advertising or selling any Goods through the Internet, computer "web sites" or "home pages", computer on-line transactions or similar technology developed in the future, except as specifically authorized in a signed Internet Agreement between Wolverine and Customer. Wolverine may withhold or revoke its consent to any of the above at any time in its sole discretion.

Warranty. Wolverine warrants that upon delivery, the Goods will be free from defects in material and workmanship under proper and normal use. Goods shall be considered "defective" if the defect materially impairs the value of the Goods for their intended use to Customer or the end-user.

Remedies-Defective Goods. In accordance with the terms of the limited warranty stated above ("Warranty"), Wolverine will repair or replace any defective Goods, provided that written notice of the defect is received by Wolverine within thirty (30) days of the appearance of such defect. If notice is not given within such period, any claim for breach of warranty shall be conclusively deemed to have been waived by Customer and Wolverine shall not be liable under this Warranty. In lieu of the foregoing repair or replacement possibility, Wolverine, at its discretion, may credit the Customer's account, as provided for below.

Return Authorization/Credit-Defective Goods. Prior return authorization from Wolverine for defective Goods is required. If a return is approved, Wolverine will authorize the return of saleable Goods and will forward Customer an authorization number. Returned Goods must be shipped in cartons with the authorization number clearly marked thereon. Wolverine's Quality Assurance Department will inspect returned Goods upon receipt and determine whether such Goods are actually defective.

If inspection reveals no legitimate reason to repair or replace or issue credit, Wolverine will inform Customer that there is "No Credit" and such Goods will be immediately disposed of unless: 1) Customer has specifically requested that all "No Credit" Goods be returned to Customer, or 2) Customer has enclosed a note with the Goods requesting that specific Goods be returned if "No Credit" can be allowed. Return of "No Credit" Goods shall be at Customer's expense.

In the case of defective Goods for which Wolverine decides to issue a credit, Wolverine will credit Customer's account with the price initially charged for the Goods plus the amount expended by Customer to return the returned Goods.

Stock Returns. All sales are final and no return of non defective Goods will be accepted without prior written authorization from Wolverine. If Wolverine determines that it erred on the quantity, style or other aspect regarding the initial shipment of Goods, Wolverine will authorize the return of saleable Goods and will forward Customer an authorization number provided the request for return authorization is made within thirty (30) days of Customer's receipt of the merchandise shipped in error. Upon receipt of authorized stock returns marked with the applicable authorization number, Wolverine will credit Customer's account with the price initially charged for the returned Goods plus the amount expended by Customer to return the Goods. A \$4.00 per pair restocking fee and \$3.00 per pair repackaging fee may be deducted from the credit if not caused by Wolverine's error. If Customer ships non defective merchandise to Wolverine without first obtaining Wolverine's written authorization, such shipment will be refused by Wolverine's Return Goods Department and returned to Customer at Customer's expense. Return freight, if any, will be charged to Customer.

Return Goods Address. All authorized stock returns and all returns of defective Goods must be shipped in compliance with Wolverine's returned goods procedure to the following address or such other address as communicated to Customer in writing and will not be accepted at any other location: **Wolverine World Wide Corporation, Inc., Return Goods Department**, 4600 Hickmore, (St. Laurent), Montreal, Quebec, H4T 1K2.

Limitations on Warranty. Wolverine's liability for any defect in the Goods, whether based on contract, tort, warranty, strict liability, or any other theory, shall not exceed the purchase price of the defective Goods. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IN PARTICULAR, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPAIR OR REPLACEMENT OR ISSUANCE OF CREDIT PROVIDED UNDER THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. WOLVERINE SHALL HAVE NO LIABILITY TO THE CUSTOMER FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY NOT CAUSED BY NEGLIGENCE OF WOLVERINE, PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC INJURY DUE TO ANY DEFECT IN THE GOODS OR ANY BREACH OF THIS AGREEMENT BY WOLVERINE. WOLVERINE SHALL NOT BE LIABLE**

TO THE CUSTOMER IN TORT FOR ANY DEFECT IN THE DESIGN OR MANUFACTURE OF THE GOODS.

No representative, agent or dealer of Wolverine has authority to modify, expand, or extend this Warranty, to waive any of the limitations or exclusions of this Warranty, or to make any different or additional warranties with respect to any Goods or services furnished by Wolverine.

Intellectual Property. Customer acknowledges Wolverine's ownership (through its parent company, affiliated companies or otherwise) of all trademarks, service marks, copyrights, imprints, rights of publicity, patents, design patents, registered designs, industrial designs, trade dress, product design, trade secrets and other intangible rights relating to the Goods (collectively "Wolverine Intellectual Property") and acknowledges that Customer shall have no right, title or interest whatsoever in any Wolverine Intellectual Property. Any use of Wolverine Intellectual Property in the promotion or sale of Goods will inure to the sole benefit of Wolverine, shall be subject to Wolverine's approval and shall strictly conform to sales and advertising guidelines as established from time to time by Wolverine. Customer grants Wolverine an irrevocable, unrestricted and fully paid license for any intellectual property (such as designs, copyrightable advertising or promotional materials) developed in connection with the Goods and agrees to provide, and obtain from all third parties, all assignments or "work for hire" certifications necessary to secure Wolverine's rights to all such intellectual property.

Period of Limitations. No claim, suit or other proceeding may be brought by Customer for any breach of the foregoing Warranty by Wolverine or in any way arising out of this Agreement or relating to the Goods after one (1) year from the date the cause of action accrues.

Applicable Law. This Agreement between Wolverine and Customer shall be considered to have been made in the Province of Quebec, Canada, and it shall be governed by and interpreted according to Quebec law and the laws of Canada applicable therein, unless specifically provided for herein.

Independent Contractor. Wolverine is an independent contractor under this Agreement. Nothing in this Agreement shall be deemed to make Wolverine or its employees or agents an employer, employee, partner or joint venturer of Customer.

Miscellaneous. If any provision of this Agreement is invalid or unenforceable under any applicable law, the provision shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of Wolverine. This Agreement shall be binding upon and enforceable by and against Customer and Wolverine, and their respective legal representatives, successors, and assigns.

Wolverine's Rights. Wolverine has all rights and remedies given to sellers by applicable law, and Wolverine's rights and remedies are cumulative and may be exercised from time to time by Wolverine. No waiver by Wolverine of any breach of the Agreement by Customer shall be effective unless in writing nor operate as a waiver of any other breach. Wolverine shall not lose any right because it has not exercised that right in the past.

Language. The parties hereto have requested that this Agreement, the Additional Terms and all related documentation with respect thereto be drafted in English. Les parties ont demandé que ce contrat, les termes additionnels ainsi que tout document relié à ceux-ci soient rédigés en anglais.