



Fischer Skis U.S., LLC, 60 Dartmouth Drive, Auburn, NH 03032
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ALPINE | NORDIC | ONEWAY | UVEX SALES AGREEMENT

1. PURPOSE

1.1 Appointment, Products

Subject to the terms and conditions of this Alpine, Nordic, ONEWAY & UVEX Sales Agreement (“Agreement”), Fischer Skis U.S., LLC (“Fischer”), a New Hampshire limited liability corporation, hereby appoints:

Legal Business Name	Doing Business As
Address	City/State/Zip

as an Authorized Fischer Retailer/Supplier (“Authorized Retailer/Supplier”) with a nonexclusive license to sell and to promote the use and sale of the Fischer product line(s) listed below (the “Product”) at the Authorized Locations set forth in Section 3.

Products and categories below are authorized under this agreement (please check appropriate boxes):

- Fischer Alpine Product Line including skis, boots, bindings, poles and accessories
- Fischer Nordic Product Line including skis, boots, bindings, poles and accessories
- ONEWAY Product Line UVEX Product Line

2. SALES to AUTHORIZED RETAILERS

2.1 Sales

Fischer will sell the Product to the Authorized Retailer/Supplier in accordance with the Annual Sales Programs and Price Lists provided by Fischer. No forms for order or confirmation of order shall be used or effective except the Fischer order and confirmation forms. All sales by Fischer are subject to inventory availability, production capacity, and credit consideration. Fischer shall be entitled to change or discontinue any Product from time to time without prior notice. Product specifications and prices are based upon those current at the time of sale and are subject to change thereafter at any time. Partial shipments may be made by Fischer and orders shall be considered complete if Fischer is unable to deliver an entire order. In such event the Authorized Retailer/Supplier waives its right to claim a reduction in price or cancellation of sale.

2.2 Title; Risk of Loss

Notwithstanding any terms to the contrary in any purchase order or other written or oral communications from the Authorized Retailer/Supplier, title to and risk of loss of all items of the Product purchased by the Authorized Retailer/Supplier from FISCHER shall pass to the Authorized Retailer/Supplier at the Fischer warehouse upon delivery to a private or common carrier selected by Fischer or designated by the Authorized Retailer/Supplier. All claims for goods damaged in shipment must be made directly by the Authorized Retailer/Supplier to the carrier.

2.3 Claims

All claims for shipping discrepancies, including short-ship claims, must be made in writing to Fischer within 30 days of the invoice date. Failure to notify Fischer within this period will result in the rejection of your claim. No Product may be returned to Fischer without prior authorization by Fischer, as evidenced by the issuance of a Return Authorization (RA #). Returns may be assessed a 20% restocking fee at the discretion of Fischer.

The Authorized Retailer/Supplier agrees and acknowledges that nothing in this Agreement shall be deemed to transfer to any party, including, without limitation, the Authorized Retailer/Supplier, and rights to the FISCHER trademarks or any other trademarks, other than for the limited duration and purpose set forth herein.

5.2 Advertisements

Upon request of Fischer, the Authorized Retailer/Supplier will provide copies of all advertisements, fliers, or other promotional materials utilizing or bearing the trademarks, in order to allow Fischer to ensure that the trademarks are being properly utilized. Neither the Authorized Retailer/Supplier nor its affiliates will use any of the trademarks, or any name or mark confusingly similar thereto, as part of the name of any business, or in connection with the sale of any products other than the Product.

5.3 Assistance

The Authorized Retailer/Supplier will use its best efforts to assist Fischer in the protection of rights held by FISCHER relating to the trademarks. Upon termination of this agreement and demand by FISCHER, the Authorized Retailer will return to FISCHER all manuals, brochures, posters and other literature using the trademarks.

6. MINIMUM ADVERTISED PRICING (MAP) POLICY, RETAIL PRICING of PRODUCT & E-COMMERCE

At all times, it is at the sole discretion of the Authorized Retailer/Supplier to set or determine the actual selling price of Fischer Product. However, as the premiere brand for quality and performance in the ski industry, Fischer recognizes that our Authorized Retailer/Suppliers continue to invest their resources behind premium products that allow for maximum return and maintain strong customer loyalty. Fischer believes that to maintain that position we must continue to lead by offering superior products that create consumer demand and generate solid profitability for our Authorized Retailer/Suppliers.

Fischer has provided this basic Minimum Advertising Policy (MAP), which is applicable for all Fischer Product. Fischer has determined that erosion of our premium products will have an adverse effect on Fischer's broad dealer distribution network and on the ability to appeal to consumers in all markets. All Authorized Retailer/Suppliers should be aware of this Policy, as well as our guidelines with respect to distribution and e-commerce, as stated in this Policy. Fischer will not consider any conditions from the Authorized Retailer/Supplier related to this Policy as it is non-negotiable. Fischer neither solicits, nor will it accept, any assurance of compliance with this MAP Policy.

This MAP Policy works to protect the integrity of Fischer as a premium and valued brand, as listed below:

- a. All Fischer Product listed on Authorized Retailer/Supplier e-commerce websites will have a MAP retail price. This price is to be the listed MAP retail price on any website or other information distribution method (including, but not limited to, e-mail broadcasts, printed/electronic catalogs, fliers & announcements) that solicit consumer interest in a listed product. Fischer reserves the right to approve any advertising or other means to solicit consumer interest in Fischer Product. Prior season models that have changed for the following season, but have the same name, need to be clearly identified in all advertising mediums as prior year models.
- b. Any advertisement, promotion, consumer program that attaches another product or value-added offer such as, but not limited to, any gift with purchase program, coupon discount, dealer rebate, must be approved by Fischer or it may be deemed a violation of this Policy and erosion of the integrity of Fischer's Product.
- c. Fischer recognizes that any Authorized Retailer/Supplier can make their own decision to sell any Fischer Product at any price they choose without contacting Fischer. However, Fischer reserves the right to make its own independent decision regarding product allocations and dealer participation as a member of Fischer's distribution network, at any time.
- d. Fischer's independent sales representatives are not permitted to discuss this Policy or make any agreements or assurances on behalf of Fischer related to this Policy.

Fischer will maintain a Current MAP retail price list on all Products for each season's selling cycle [defined as the period from July 1st - June 30th annually]. The MAP Policy will be applicable to all Product listed in the most current published pricing information sheets for Alpine, Nordic, ONEWAY and UVEX.

Fischer's MAP retail pricing will be effective from July 1st thru the Thursday preceding February's President's Day Holiday for each season's annual selling cycle. MAP effective from the Friday preceding February's President's Day Holiday thru June 30th for each season's annual selling cycle will be up to 40% off SRP (Suggested Retail Price) on non-carry over Alpine and Nordic Products.

Again, this is a media advertising policy only. The actual selling price is always in the discretion of the Authorized Retailer.

E-Commerce

Fischer will give the same scrutiny to determine distribution in the internet sector as it does “brick and mortar” distribution. Fischer has established the following E-Commerce Guidelines for any Authorized Retailer/Suppliers that wish to sell Fischer Product on the internet. This includes any Authorized Retailer/Supplier who uses the internet to advertise Fischer Product, as well as any Authorized Retailer/Supplier who uses the internet to solicit any consumer or other interest in Fischer Product.

E-Commerce Guidelines

If an Authorized Retailer/Supplier is involved in e-commerce they must offer Fischer Product on an approved and secure consumer site for all transactions and ensuring consumer privacy and fraud protection.

- a. E-Commerce Authorized Retailer/Suppliers must represent the following on their website(s):
 1. A full graphic image of the Product; Fischer’s specifications on each performance product listed; and an explanation of Fischer’s key performance technologies. The year of the Product and name must appear as follows: (i.e. 2019-20 Ranger, or 2019/20 Ranger, or 19/20 Ranger, or Ranger 19-20). Linking to the Fischer, ONEWAY and UVEX websites for specifications, graphic images or other basic consumer education information that Fischer deems necessary to sell Fischer Product online **is strictly prohibited**. The Authorized Retailer/Supplier must have e-mail capability and consumer information retention, as well as the capability to distribute information and reply to consumer’s requests.
 2. Authorized Retailer/Suppliers representing Fischer Product must commit to a minimum level of total business and Product to allow them to fulfill customer orders within 48 hours.
 3. Fischer reserves the right to approve any website representing Fischer Product in regards to these guidelines or Fischer’s own expectations of product presentation and the consumer experience.
- b. Return Authorizations; Fischer will deal exclusively with the Authorized Retailer/Supplier (not the consumer) for all aspects of Product return authorization.

E-Commerce Third Party (3P) Policy

- a. Authorized Retailer/Supplier must obtain written approval from Fischer prior to listing any products on Amazon or any other third party site. This approval may limit/restrict Brands, Categories, Styles, or SKUs represented. Failure to adhere to this may result in removal/termination of the 3P authorization.
- b. Authorized Retailer/Supplier must only use Fischer authorized product information, images, videos, logos related to Fischer products on any approved third party site.
- c. Should an Authorized Retailer/Supplier want to list product[s] not currently part of the Amazon or third party catalog, they must obtain written approval from Fischer prior to adding the item[s].
- d. No Authorized Retailer/Supplier is approved for Fulfillment by Amazon (FBA) unless written authorization is provided by Fischer.
- e. No products are allowed to be added to the Amazon Fulfillment Network (AFN) without Fischer’s written approval.
- f. No Authorized Retailer/Supplier is approved for Seller Fulfilled Prime (SFP) or use of the Prime Badge on any Fischer product unless written authorization is granted by Fischer.
- g. Authorized Retailer/Supplier must “opt out” of any Amazon or third party discounts, coupons, codes or other similar programs that comprise Fischer’s MAP policy.
- h. No Authorized Retailer/Supplier is approved for any new Amazon or third party programs without prior written consent from Fischer.

Progressive Discipline Policy:

If certain advertised pricing actions are undertaken by the Authorized Retailer/Supplier in any advertising medium, including but not limited to, print, electronic, internet, etc. which are inconsistent with, or damaging to, the reputation that Fischer and the Product have achieved, Fischer, in its sole and independent discretion, may cancel pending shipments, suspend all orders and/or terminate this Agreement without any liability whatsoever.

The following Policy is intended for guidance only and does not entitle web or “brick and mortar” retailers to progressive discipline or any other disciplinary procedures in any particular case. Fischer does not promise or imply that progressive discipline will be followed in all circumstances. The facts of each situation are unique, and therefore, may lead to different responses from Fischer. Depending on the nature of the violation, Fischer may, and expressly reserves the right, to suspend or immediately discharge the web or “brick and mortar” Authorized Retailer/Supplier for the first offense. In addition, Fischer may in its sole discretion, employ the following progressive discipline for any violations of this policy:

- a. First MAP violation, Fischer will send a written warning clarifying the violation. The Authorized Retailer/Supplier will correct the offending violation within 24 hours of receipt of Fischer’s written notification.

- b. Second MAP violation will result in a written letter notifying the account of suspension from Fischer, which begins the day such written notice is sent by Fischer. Suspension will be for the remainder of the season from doing business with Fischer. The Authorized Retailer/Supplier is to remove all references of Fischer from their website(s) during this suspension. The Authorized Retailer/Supplier may continue to show the Fischer logo and has the right to continue communicating their status as an Authorized Fischer Retailer/Supplier. Any and all invoices on the account, including future dated invoices, shall become due and payable immediately and result in loss of any discount(s).
- c. Third violation the account will be suspended indefinitely until further review by Fischer.

7. CREDIT CONSIDERATIONS & OBLIGATIONS

Fischer's obligations under this Agreement are hereby expressly made subject to the complete and continued compliance by the Authorized Retailer/Supplier of the General Provisions listed on our Credit Application and published on our website at: <http://secure.fischerskis.com> in addition to the credit terms reflected on Fischer shipping and billing documents. Such compliance will be reviewed by Fischer prior to filling each order submitted by the Authorized Retailer/Supplier and no such order will be filled unless Fischer satisfies itself as to such compliance.

8. DURATION of this AGREEMENT

8.1 Termination without Cause

This Agreement and the rights granted hereunder may be terminated at any time, without cause, by either the Authorized Retailer/Supplier or Fischer by written notice to the other party at least 30 days prior to the effective date of such termination.

8.2 Termination for Breach

Fischer shall have the right to terminate this Agreement if the Authorized Retailer/Supplier breaches any obligation or representation hereunder by providing the Authorized Retailer/Supplier with written notice of such breach and intention to terminate. If the Authorized Retailer/Supplier fails to cure the breach within ten (10) days of the date of such notice, and to maintain such cure at all times thereafter, the Agreement and rights granted hereunder shall automatically terminate at the end of such ten (10) days.

8.3 No Prejudice Waiver

Termination of the Agreement and rights granted hereunder shall in all events be without prejudice to any rights or remedies which Fischer may otherwise have against the Authorized Retailer/Supplier. Under no circumstances shall the Authorized Retailer/Supplier have any right or remedy on account of any termination or non-renewal of this Agreement by Fischer in accordance with the provisions of this paragraph

9. NO ASSIGNMENT

This Agreement with the Authorized Retailer/Supplier is based in significant measure with Fischer's confidence in the Authorized Retailer/Supplier's ownership and/or management. The rights of the Authorized Retailer/Supplier hereunder may not be directly or indirectly assigned or transferred in whole or in part to any other person or entity without the express prior written consent of Fischer which may be granted or withheld at Fischer's sole discretion. As used herein the term "assigned" shall include (without limitation): an attempted assignment to any third person or entity of all or any part of the Authorized Retailer/Supplier's rights under this Agreement, as collateral security or otherwise; any merger, consolidation, or the issuance or transfer of any shares, partnership interests, or other ownership interests in the Authorized Retailer/Supplier; and any other transaction the effect of which would be to directly or indirectly transfer to any third party a material interest in the benefits of this agreement.

10. NOTICES

All notices hereunder to any party shall be in writing and deemed to have been given upon the earlier to occur of (i) when delivered by overnight courier, (ii) the third day following deposit thereof in the U.S. Mail by certified mail, return receipt requested, or (iii) receipt by the party to whom such notice is directed, each addressed to such party at its address set forth in Section 1.1 or to any other address specified by such party in writing.

11. PROMOTION of PRODUCT

The Authorized Retailer/Supplier will devote its best efforts to (i) promote the product, (ii) maintain a satisfactory and sufficient volume of sales and inventory, (iii) prominently display the product in a manner consistent with its quality and reputation, and (iv) carry and offer for sale a size and model range sufficient to adequately represent the line of product.

12. INDEPENDENT CONTRACTORS

The relationship between Fischer and its Authorized Independent Sales Representative is that of an independent contractor. The Authorized Independent Sales Representative shall have no authority to enter into any contracts on behalf of Fischer or bind Fischer to any matter whatsoever.

13. SERVICES to be PROVIDED by the AUTHORIZED RETAILER

The Authorized Retailer will engage in its sales and service of the Product so as to maintain and enhance the fine reputation enjoyed by the Product. Towards this end, the Authorized Retailer will offer full, prompt and efficient service to both prospective and actual purchasers from the Authorized Retailer. Such service is to include, but is not limited to, professional and responsible advice with respect to the sale and offering for sale of the product, having due regard for the physical characteristics and abilities of the individual customer, with regard to the personal safety of the customer.

14. NO WARRANTY

Fischer hereby disclaims any and all warranties expressed or implied with respect to the sales made hereunder including without limitation the warranty of merchantability and fitness for purpose. Any Warranties of Fischer with respect to the products are made expressly and solely to the end user pursuant to any warranty provided to the end user with products.

15. CONTROVERSIES

All questions or controversies arising out of or in any way relating to this Agreement shall be submitted to the United States District Court for the State of New Hampshire, or in the event that District Court is without subject matter jurisdiction, to the courts of the State of New Hampshire having subject matter jurisdiction, and the parties submit themselves to the personal jurisdiction of such Courts.

If Fischer is the successful party on any claim by it, or defense by it, in any action or proceeding brought by or against Fischer with respect to the Authorized Retailer/Supplier, the Authorized Retailer/Supplier shall pay, and hereby agrees to pay, in addition to all other sums which may be due, Fischer’s reasonable attorney’s fees, costs and disbursements attributable to such claim, counterclaim or defense.

16. SOLE AGREEMENT; NO WAIVER; AMENDMENT

This agreement, including the General Provisions listed on our Credit Application and published on our website at: <http://secure.fischerskis.com>, the terms reflected on Fischer purchase order forms and billing documents, and all security instruments in force and on file at Fischer’s US offices shall collectively constitute the sole and entire agreement between the Authorized Retailer/Supplier and Fischer and supersede all previous agreements, whether oral or written. This agreement, and its terms and conditions, shall be modified, waived or amended only in writing signed by both Fischer and the Authorized Retailer/Supplier. It is hereby agreed that each provision of this agreement is separate, and the invalidity of any one provision shall not affect the validity of all other provisions.

17. GOVERNING LAW; VENUE; WAIVER of JURY TRIAL

It is further agreed that the agreement is intended to be an instrument under seal and shall be construed under the laws of the state of New Hampshire (without regard to conflicts of law provisions). The parties hereby waive their right to a jury trial in any dispute.

18. FORCE MAJEURE

Neither Fischer nor the Authorized Retailer/Supplier shall be liable for any failure to fulfill any obligation hereunder due to any force majeure, such as acts of God, riots, fires, explosions, wars, strikes, lockouts, boycotts, labor disputes, embargoes, delays of carrier, power failures, imposition of government priorities, etc.

19. TAXATION

If the purchases from Fischer are exempt from tax, the Authorized Retailer/Supplier will provide Fischer with a copy of the relevant exemption certificate (e.g., seller’s permit # certificate, resale certificate, sales/use tax exemption certificate, etc.).

FISCHER SKIS US, LLC

Authorized Retailer/Supplier

Signature Title

Legal Business Name

Date

Owner/Officer Signature Title

Return To: FISCHER SKIS US, LLC
60 Dartmouth Drive, Auburn, NH 03032
e-mail: kristopher.kuchinski@fischersports.com
fax: 603-314-7123

Printed Name

Date