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COMMERCIAL CREDIT APPLICATION AND AGREEMENT

BUSINESS INFORMATION				
Applicant's Complete Legal Name			Form of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other: _____	
Trade Names/Assumed Business Names			Date Established	State of Organization
Billing Address			Federal Tax ID No.	State Tax ID No.
City	State	Zip	Gross Annual Sales	DUNS Number
Contact Name	Telephone No.		Number of Store Locations	Number of Employees
Fax No.	E-Mail Address		Do you <input type="checkbox"/> own or <input type="checkbox"/> lease your place of business?	No. of Years at Present Location
Shipping Address (if different)			Applicant's Financial Statements Are: <input type="checkbox"/> Attached <input type="checkbox"/> Will Be Sent	
City	State	Zip	Has Company ever filed bankruptcy or had a legal collection action filed against it? <input type="checkbox"/> Yes <input type="checkbox"/> No If answer is "yes," please explain on separate sheet	
Company Website			Selling Channels (check all that apply) <input type="checkbox"/> Physical Store Location(s) <input type="checkbox"/> Company Website <input type="checkbox"/> Government Contracts/Bids <input type="checkbox"/> Third Party Website(s) (If checked, fill out section below)	
Delivery Method for invoices, credit memos, and statements: <input type="checkbox"/> USPS Mail <input type="checkbox"/> Email <input type="checkbox"/> Fax Fax or Email: _____				
Accounts Payable Contact info: Name: Phone: Email: Fax:			Please list all third party sites you sell on	
			Marketplace	Seller ID (Name)
OWNERS/SHAREHOLDERS/PARTNERS/MEMBERS				
Name	SS No.	Title	Address/City/State/Zip	Home Telephone No.
BANK REFERENCE				
Name of Bank			Contact Name	
Branch			Checking Acct No.	Bank Routing No.
Address			Telephone No.	
City	State	Zip	Fax No.	

TRADE REFERENCES					
Please circle the companies that you have open credit with and list your account number.					
Company Name	Account No.	Company Name	Account No.	Company Name	Account No.
Browning Morgan, UT		Leatherman Tool Portland, OR		Columbia Sportswear Portland, OR	
Carhartt Inc. Dearborn, MI		Rocky Boots Nelson, OH		Justin Boot Co. Ft. Worth, TX	
White's Boots Spokane, WA		Woolrich Woolrich, PA		VF Workwear Nashville, TN	

TRADE REFERENCES/OTHER SUPPLIERS				
Business Name	Account No.	Telephone No.	Fax No.	Contact Name

For purposes of this Commercial Credit Application and Agreement, the term "Seller" shall mean LaCrosse Footwear, Inc. (LFI) in the sales of products to the above named applicant ("Customer"). Customer authorizes LFI and any of its affiliates to disclose to, and share with, any and all information that either company obtains in investigating Customer's creditworthiness or as a result of doing business with Customer. Customer acknowledges and agrees that this document constitutes a legally binding contract between LFI and Customer with respect to products sold by LFI.

Customer hereby authorizes Seller, and any credit bureau or other investigative agency retained by Seller, to investigate Customer's creditworthiness and financial responsibility, specifically including without limitation express authorization to contact all references listed above. Customer authorizes all creditors, financial institutions and credit agencies to disclose to Seller all requested information regarding Customer's finances and financial affairs, and a copy of this Commercial Credit Application and Agreement shall be good and sufficient proof of such authorization. Customer hereby releases and discharges Seller, and its officers, directors, shareholders, employees and agents, from any and all claims, damages or liabilities arising out of, or resulting from, any investigation conducted by Seller, or any credit bureau or other investigative agency retained by Seller, regarding Customer's creditworthiness. Customer is applying for credit for other than personal, family or household purposes, and purchases of products from Seller are for commercial purposes. Customer acknowledges that this is not a commitment or agreement by Seller to provide credit to Customer. Seller retains the right, if it elects to extend credit terms to Customer, to revoke such credit terms at any time and require cash payment in advance for all future sales of products to Customer. Customer represents and warrants to LFI that all statements and information provided herein are true, correct and complete in all respects.

Credit Authorization: The above information is provided for purposes of obtaining credit and is warranted to be true. We, the undersigned, hereby authorize the firm to whom this application is made to investigate the references listed relating to my/our credit and financial responsibility.

The undersigned individual, if either a principal of the applicant or a sole proprietor, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Personal Guarantee: In consideration for Seller extending credit to Customer for any materials and/or services after this date at the request of Seller, the undersigned individual hereby personally guarantees, unconditionally and irrevocably, the prompt payment of all sums now or hereafter owed to Seller by Customer whether said sums are due under open account, contract or otherwise.

It is understood and agreed that credit, if extended, is to be on a continuing basis and may exceed any estimated maximum credit limit required as stated in the credit agreement between Seller and Customer. Seller shall not be obligated to notify the undersigned of the dates or amounts of any such credit and the Customer waives demand, notice of default and any extension of time or any other forbearance which may be extended by Seller.

This guarantee shall continue in force until notice in writing, sent by registered or certified mail, return receipt requested by Seller. Said notice shall specify the date on which this guarantee is to be terminated. Said date is not to be less than ten days after such notice is received. Such termination shall in no way release the undersigned as to any sum or debt incurred prior to such termination.

Signed: _____	Title: _____
Printed Name: _____	Date: _____

TERMS AND CONDITIONS OF SALE

1. Orders. All orders placed by Customer shall be subject to acceptance or rejection by Seller at Seller's corporate office in Portland, Oregon. No order shall be binding on Seller until the earlier of Seller's acceptance in writing or shipment and, in the case of acceptance by shipment, only as to the portion of the order shipped. No order may be canceled or modified by Customer after acceptance, unless Seller, in its sole discretion, elects to accept such cancellation or modification. All requests for cancellation or modification of an order must be submitted to Seller in writing at least 30 days prior to the requested start shipment date.

2. Exclusive Terms and Conditions of Sale. Customer acknowledges and agrees that all sales of products by Seller shall be governed solely and exclusively by the terms and conditions of sale set forth herein, which terms and conditions shall supersede and prevail over all terms and conditions of Customer's order. Seller's acceptance of a Customer order is expressly conditioned on Customer's acceptance of the terms and conditions of sale set forth herein in their entirety without any additions, deletions, modifications or exceptions. Any terms or conditions submitted by Customer (in any purchase order, written instrument, or other communication) that are different from or in addition to the terms and conditions contained herein are hereby objected to and rejected by Seller, shall not be effective or binding on Seller, and shall not become a part of the contract of purchase and sale between Customer and Seller. Seller's silence or failure to respond to any different terms or conditions submitted by Customer shall not be deemed to be an acceptance or approval thereof.

3. Price. Seller's prices vary depending on the type of product ordered. Seller reserves the right to change its prices, and any price quotation made to Customer, at any time without notice. All prices charged to Customer are exclusive of freight, shipping and insurance charges, and any sales, use, excise or similar taxes, all of which shall be paid by Customer. This includes any applicable sales tax for drop shipments in accordance with applicable law in the delivery state.

3.1. MAP Policy. Customer also agrees to adhere to Seller's Minimum Advertised Price (MAP) Policy as follows:

LFI manufactures, distributes and markets high-quality footwear products. These products require high levels of service to ensure that the consumer is fitted appropriately with the correct footwear. In an effort to ensure that retailers will be able to maintain the high level of service required, LFI has instituted a Minimum Advertised Price (MAP) Policy that will be in effect from and after January 1, 2017. It is the policy of LFI, in selling LFI products, to discontinue business with retail customers that advertise LFI products below LFI's published Minimum Advertised Price (MAP). When LFI becomes aware of such advertising, LFI reserves the right to decline to sell the retailer involved any more products of the style or styles affected. If the retailer continues to advertise prices below the published Minimum Advertised Price (MAP), LFI reserves the right to close the retailer's account with respect to all styles and may accept no further orders for any LFI products. This is a unilateral statement of LFI's policy and the implementation of that policy will likewise be unilateral. Retailers are free to sell LFI products at any price they choose, but should be aware that the consequence of advertising those products below LFI's Minimum Advertised Price (MAP) include discontinuation of affected styles and, ultimately, loss of LFI account status. The following activities will not be construed to be in violation of LFI's Minimum Advertised Price (MAP) Policy:

- Dealer may advertise below MAP during the pre-approved and designated time frames communicated by LFI.
- Year-round store-wide loyalty programs.
- Sale of close-out and discontinued styles.

- Sales by Government agencies or departments for provision or resale to employees of those departments in connection with their official duties.
- Quantity discounts for bids issued by Federal, State, local or other government agencies.

LFI has taken such measures as it deems appropriate to keep itself informed about pricing activities of retailers who purchase its products. LFI does not seek and will not accept communications from retailers or other third parties about the pricing activity of retailers selling LFI products. LFI employees are under instructions not to solicit, receive, or follow-up on such communications. Written communications on that topic will be returned without review.

4. Drop Ship Charge; Special Handling Charges. Customer shall pay a \$10.00 drop ship charge per order on any products shipped to a location other than a certified Seller footwear location, provided, however, Seller reserves the right in its sole discretion, to limit the quantity of products shipped to any such location. If Customer requests any special handling services in connection with the purchase of any products, specifically including but not limited to pre-ticketing, special labeling or palletizing, Seller shall charge Customer extra for such services, as the prices of the products do not include any charges for special handling services provided by Seller.

5. Delivery; Risk of Loss. All products sold to Customer shall be sold F.O.B. place of shipment (the "F.O.B. Point"), at which time title to the products shall pass to Customer. Customer shall pay all freight, shipping and insurance charges; all sales, use, excise, or similar taxes; and any and all other costs or charges incurred after delivery of the products to the carrier at the F.O.B. Point. All risk of loss or damage from any cause whatsoever shall be borne by Customer after delivery of the products to the carrier at the F.O.B. Point. We do not allow international shipping or distribution of product without the prior written consent of LFI. Authorized Customers are allowed to distribute domestically, but not outside of the US border.

6. Carriers. Seller reserves the right, in making arrangements for shipment of products, to ship the products the most economical way possible under I.C.C. Regulations in effect on the date of shipment, and the right to ship products up to 30 days prior to the requested start ship date. Although Seller will, if possible, attempt to accommodate Customer's shipping requests (including requested carriers, shipment dates and delivery schedules), Seller shall, in its sole discretion, determine all carriers, shipping dates and delivery schedules. All carriers requested by Customer must serve the F.O.B. Point of shipment on a direct basis with daily service during Seller's normal business hours, and must be available within 48 hours after Seller has completed packing the order.

7. Payment. All sales are cash in advance unless credit terms have been approved by Seller in writing in advance. If Seller elects to extend credit terms to Customer, payment shall be made by Customer in lawful money of the United States within 30 days of the date of Seller's invoice. Seller shall have the right to revoke any credit terms extended to Customer at any time and reinstate cash in advance on further sales to Customer. If Customer fails to pay any sum owing to Seller when due, or otherwise fails to perform any other obligation owing to Seller, Seller shall have the right, at its option and in its sole discretion, in addition to any and all other rights or remedies, to cancel any pending orders, or to stop shipment in transit, or defer shipment, of any pending orders until Customer has paid all sums owing in full and otherwise fully complied with all obligations owing to Seller. Customer shall pay a late payment charge on any invoice not paid in full within 30 days of the date thereof equal to 1.5% per month of the unpaid balance, or if said 1.5% is deemed to be unenforceable under applicable law, the highest late payment charge permissible under applicable law.

8. Duty to Inspect Upon Delivery. Customer shall inspect all products immediately upon delivery and shall give written notice to Seller within thirty (30) days of the date of delivery as to any discrepancies between Seller's invoice and the quantity of products received, or any claim that the products are damaged or otherwise non-conforming to the terms and conditions of sale set forth herein. If Customer fails to give such notice within thirty (30) days of date of delivery, the products shall be deemed to be satisfactory; Customer shall be deemed to have accepted the products; and Customer shall have no right to thereafter assert any claim against Seller with respect to shortages or damaged or non-conforming products. Customer expressly waives any right Customer may have to revoke acceptance after the expiration of said 30-day period. If any credit memo is issued by Seller to Customer, including any credit memo for invoice adjustments or returns, such credit memo must be used, and applied to new invoices issued to Customer in connection with the purchase of other products, within six months of the date the credit memo was originally issued by Seller.

9. Limited Warranty. If Seller provides an express limited warranty with respect to a product, the terms of such limited warranty, and all exclusions, disclaimers, and limitations that apply thereto, shall be set forth in writing by Seller and delivered to the Customer with the product. Seller reserves the right, in its sole discretion, to change any limited warranty, and to change any exclusions, disclaimers, and limitations relating to any limited warranty, at any time and from time to time.

10. Disclaimer of Warranties. EXCEPT FOR ANY EXPRESS LIMITED WARRANTY SET FORTH BY SELLER IN WRITING AND DELIVERED TO THE CUSTOMER WITH THE PRODUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

11. Product Descriptions. Customer acknowledges that any and all descriptions of the products, whether in writing or made verbally by Seller or any employee, agent or other representative of Seller, specifically including without limitation any and all descriptions and features of the products set forth in Seller's catalogs and price lists, are for the sole purpose of identifying the products and shall not be construed as express warranties by Seller. Customer further acknowledges that no employee, agent or other representative of Seller is authorized to make any warranty, or assume any liability, on behalf of Seller, and that any statements or suggestions by Seller, or any employee, agent or other representative of Seller, regarding the use, application or suitability of the products shall not be construed as express warranties by Seller.

12. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER'S SOLE LIABILITY TO CUSTOMER OR ANY OTHER THIRD-PARTY FOR A CLAIM OF ANY KIND ARISING AS A RESULT OF, OR RELATED TO, THE SALE OF ANY PRODUCT TO CUSTOMER, SHALL BE EXPRESSLY LIMITED TO, AND SHALL IN NO EVENT EXCEED, THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), OR ANY EXEMPLARY OR PUNITIVE DAMAGES, ARISING FROM, OR IN ANY WAY RELATED TO, THE MANUFACTURE, SALE, USE, INABILITY TO USE, OR PERFORMANCE OF ANY PRODUCTS PURCHASED FROM SELLER. THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF WHETHER DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY. SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE SALE OF PRODUCTS TO CUSTOMER MAY BE BROUGHT BY CUSTOMER AGAINST

SELLER MORE THAN ONE YEAR AFTER THE DATE OF DELIVERY OF THE PRODUCTS TO CUSTOMER.

13. Returns. No products may be returned by Customer unless (i) Seller has, in its sole discretion, agreed in writing to accept such returns, and (ii) Customer has complied with all conditions imposed by Seller in agreeing to accept such returns, specifically including without limitation paying all shipping, freight and insurance charges incurred in returning the products, and paying a re-stocking fee to Seller equal to 15% of the purchase price of the products returned. Customer shall submit all requests for acceptance of returns to Seller in writing within 30 days of the date the products were delivered to Customer. Notwithstanding the foregoing, in the event Customer desires to return an alleged defective product in connection with the exercise of any limited warranty rights, Customer shall abide by, and comply with, the instructions set forth by Seller in the written limited warranty that Seller provides to the Customer in connection with the sale of the product.

14. Changes to Products. Seller may at any time, in its sole discretion, discontinue any product, or change the design, specifications, materials or construction of any product without notice to Customer and without liability or obligation to Customer.

15. Force Majeure. Seller shall have no obligation or liability whatsoever arising out of or in connection with any delay or failure to perform any of its covenants or obligations under this Agreement or any purchase order placed hereunder, or any loss or damage incurred by Customer as a result thereof, if such delay or failure is caused, in whole or in part, either directly or indirectly, by act of God, fire, war, riot, civil insurrection, accident, embargo, transportation delays, governmental priority, shortage or failure of supply of materials or inability to obtain materials at current prices, strikes or other labor trouble, changes in production schedules, discontinuance of any product, decree or order of any court or government, acts of domestic and/or international terrorism, or any other occurrence, act, cause or thing beyond the control of Seller, whether related or unrelated or similar or dissimilar to any of the foregoing, any of which shall, without liability, excuse Seller from performance.

16. General Provisions.

16.1 The terms and conditions of sale set forth herein (as modified and supplemented by any written instrument hereafter signed by a duly authorized officer of Seller) constitute the entire, final and complete agreement and understanding of the parties with respect to Seller's sale of products to Customer, and shall supersede and prevail over all terms and conditions set forth in Customer's order. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise amended, unless such addition, modification or amendment is set forth in writing and signed by a duly authorized officer of Seller. None of the terms and conditions contained herein shall be qualified or interpreted by any trade usage or prior course of dealing not expressly made a part hereof.

16.2 All rights, remedies and liabilities herein given to or imposed upon the parties shall extend to, inure to the benefit of and bind, as the circumstances may require, the parties and their respective heirs, personal representatives, successors and assigns. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16.3 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Oregon (excluding the choice of law rules thereof).

16.4 If any portion of this Agreement or its application is construed to be invalid, illegal or unenforceable, then the other portions of the Agreement or its application thereof in other circumstances or to other persons shall not be affected thereby and shall be given full force and effect without regard to the invalid or unenforceable portions

16.5 All disputes, differences or questions arising out of or relating to this Agreement, or the validity, interpretation, breach or termination thereof, shall be resolved by binding arbitration in accordance with the following provisions: (a) the arbitration shall be administered by, and conducted in accordance with, the rules of the Arbitration Service of Portland, Inc.; (b) judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the subject matter of the controversy, and the resolution of the disputed matter as determined by the arbitrator shall be final and binding on the parties; (c) any arbitration shall be instituted and conducted in Portland, Oregon and Customer irrevocably waives any objection to the laying of venue of the arbitration in Portland, Oregon, or any claim that such arbitration has been brought in an inconvenient forum; and (d) the arbitrator shall have authority to issue preliminary and other applicable relief.

16.6 Customer represents and warrants to Seller that (i) the execution, delivery and performance of this Agreement has been duly authorized by all requisite action of Customer, and (ii) this Agreement constitutes a valid and binding contract of Customer enforceable in accordance with its terms.

16.7 Facsimile transmission of any signed original document, specifically including without limitation this Agreement, shall be the same as delivery of an original. Customer will, at the request of Seller, confirm facsimile transmitted signatures by signing an original document.

16.8 Customer hereby acknowledges receipt of a copy of this Commercial Credit Application and Agreement. Customer has fully read, understands and accepts all of the terms and conditions of sale set forth in this Commercial Credit Application and Agreement and agrees to be legally bound thereby.

Accepted and agreed to as of the last date listed below by;

Customer	LaCrosse Footwear, Inc.
Name	Name
Signature	Signature
Title	Title
Date	Date

OPENING ORDER AND STATE RESALE CERTIFICATE REQUIRED TO PROCESS NEW COMMERCIAL CREDIT APPLICATION