



ECCO USA, INC.
CUSTOMER AGREEMENT

This Customer Agreement (“Agreement”), effective as of the last date signed by both parties (the “Effective Date”) is made and entered into by and between ECCO USA, Inc., located at 16 Delta Drive, Londonderry, NH 03053 (“ECCO”), and [REDACTED], located at [REDACTED] (“Purchaser”), each referred to as a “party” and, collectively, the “parties.”

Background

- I. ECCO is in the business of manufacturing, promoting, and selling various types of footwear, and desires to sell its footwear to Purchaser for redistribution to consumers;
- II. Purchaser desires to purchase and redistribute ECCO’s footwear to consumers; and
- III. ECCO and Purchaser desire to enter into an agreement governing the purchase, sale, and redistribution of ECCO’s footwear.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to be bound by the terms of this Agreement.

This Agreement consists of and incorporates by reference each of the following attachments:

- (1) Attachment 1: Terms and Conditions of Sale
- (2) Attachment 2: Credit Application

Any offer to sell by ECCO and any acceptance by ECCO of an order from Purchaser for any ECCO product is expressly made conditional upon Purchaser’s assent to this Agreement. Purchaser’s placement of an order for any ECCO product or payment of any invoice will be conclusive evidence of such assent. This Agreement constitutes the entire agreement between ECCO and Purchaser with respect to the subject matter of this Agreement, and supersedes all other agreements, whether written or oral, between the parties. ECCO hereby objects to all terms and conditions set forth in any communication, printed or otherwise, from Purchaser to ECCO, or which otherwise would be deemed established by any course of dealing or custom in the trade, which are in any way different from, inconsistent with, or in addition to the terms and conditions set forth in this Agreement. Such different, additional or inconsistent terms will not become a part of this Agreement and will not be binding upon ECCO. To the extent that this document may constitute an offer, this offer expressly limits acceptance to the terms and conditions set forth in this Agreement. To the extent that this document may constitute an acceptance, this acceptance is expressly conditioned upon Purchaser’s assent to the terms and conditions set forth in this Agreement. If Purchaser objects to any term or condition set forth in this Agreement, this objection must be in writing and received by ECCO at the following address prior to delivery: ECCO USA, Inc. 16 Delta Drive, Londonderry, NH 03053. Any failure by ECCO to object to



any term or condition contained in any communication, printed or otherwise, from Purchaser will not be a waiver of the terms set forth in this Agreement. Purchaser shall not condition any acceptance of delivery upon the abrogation or modification of any of the terms and conditions set forth in this Agreement, and any such condition shall be null and void.

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IN WITNESS WHEREOF, each party has caused this Agreement to be executed and delivered as of the Effective Date by its respective, duly authorized representative.

ECCO USA, INC.

PURCHASER

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date