

**WOLVERINE WORLD WIDE, INC.**

**DROP SHIPMENT ADDENDUM TO INTERNET AGREEMENT – DROP SHIP ON RETAILER’S BEHALF**

[List Authorized Brands]

**This Addendum sets terms and conditions under which Wolverine will provide order fulfillment services for Retailer for the brands listed above in connection with the Internet Agreement (“Agreement”) between Wolverine and the Retailer for branded Products and the Website authorized by the Agreement. The parties agree as follows:**

- **IDENTIFYING NUMBER.** Wolverine will issue to Retailer a unique internet order fulfillment accounts receivable number (“Identifier”). Under the Identifier, Retailer will submit and Wolverine will invoice only those orders for Products to be shipped by the terms of this Addendum.
- **ORDERS.** Retailer will promptly transmit to Wolverine all orders for Products received by Retailer. Orders will be transmitted by Retailer to Wolverine through our Direct site or other electronic data interface as established and approved by Wolverine or by telephone, facsimile or other method of communication acceptable to Wolverine. Each Product order will contain at a minimum (i) the customer’s name and shipping address (Wolverine will not accept a post office box number as a valid shipping address), (ii) product name and Wolverine stock number, (iii) the number of items ordered, (iv) the ordered size and color, and (v) Retailer’s Identifier. All orders are subject to acceptance by Wolverine and availability of inventory. As soon as reasonably practicable upon receipt of an order, Wolverine will electronically transmit an order confirmation in a format to be agreed between the parties which will constitute acceptance of the order, or will otherwise advise Retailer if Product is on backorder or unavailable. It will be the sole responsibility of Retailer to notify the customer if Product is delayed or unavailable.
- **SHIPMENTS.** After acceptance of an order and as soon as commercially practicable, Wolverine will ship the ordered Products to the customer at the shipping address stated in the order. Wolverine will endeavor to ship ordered products within three to five business days of accepting and confirming the order. Wolverine will accept and attempt to meet requests for expedited delivery. In no case will Wolverine be liable for any direct or indirect, incidental, special or punitive damages with regard to the expedited request for the delivery of Products. Wolverine will not ship Products pursuant to this Addendum outside of the continental United States. All Products will be shipped at Retailer’s expense. All shipping expenses will be billed directly by the carrier to Retailer or, if Retailer provides Wolverine with the appropriate authorization and information, charged to Retailer’s account with the carrier. Wolverine will not pay for, or advance to Retailer, shipping expenses. All shipments are subject to the standard limitations on loss or liability imposed by the carrier, and Wolverine will not be responsible for any loss or damage exceeding those standard limitations. Wolverine will include with each order a return policy statement and such other packaging slips as reasonably requested and supplied by Retailer. Drop shipments for internet retailers are FOB shipping point.
- **PRICE.** The prices of Products will be those stated in the invoice issued by Wolverine to Retailer. Retailer may not use or apply credits or discounts and Wolverine will not reduce the price for any reason including without limitation prompt payment. Prices are subject to change without notice. Price quotes are exclusive of all taxes and charges of any kind, including without limitation applicable sales, excise, use, and property taxes. Standard order charges will apply as established by Wolverine and stated in each invoice. A per unit charge of \$5.50 will be assessed for picking and packaging expenses, in addition to the unit price and shipping expenses, for all Products ordered. Wolverine will add all taxes and charges to the invoice and Retailer agrees to pay all applicable taxes or charges levied by any tax authority, excluding any taxes based on Wolverine’s income.
- **PAYMENT.** Full payment for all Products shipped pursuant to this Agreement will be due in accordance with terms and payment procedures stated in the invoice issued by Wolverine to Retailer. All payments will be made in U.S. Dollars. Retailer is not permitted to reduce the amount of payment and Wolverine will not accept as a reduction any claim for credits and/or chargebacks. Any credit or chargeback must be submitted to Wolverine on a separate invoice. Any such credit or chargeback will not be accepted by a credit to the invoice issued by Wolverine. Wolverine will invoice daily. No discount terms for early cash payments will apply. Invoices not fully paid by the specified payment date are deemed overdue, and unpaid balances will accrue interest at the rate of two percent (2%) above the prime rate published by Bank One or at the highest rate permitted by law, if lower. Wolverine will be entitled to suspend performance of any order or obligation to Retailer until the Retailer’s account is current. If at any time Wolverine determines that Retailer’s financial condition,

payment practices or credit rating does not justify shipment pursuant to this Addendum, Wolverine is not required to ship any Products. Retailer will reimburse Wolverine for all expenses, including actual attorneys’ fees, incurred in collection of any delinquent account or enforcing its rights under this Addendum.

- **INVOICING CUSTOMER.** Retailer will be solely responsible for invoicing customers and for collecting payments, including without limitation any transaction involving a credit card, and any sales or similar taxes due from customers. Retailer will be responsible for all shipping expenses of Products that were refused by customers.
- **RETURNS.** Wolverine will not accept any Returned Products from customers; all customer returns will be made directly to Retailer. Customers will be entitled to return and Retailer must accept any undamaged and unworn Products for replacement or refund. Returned Products will only be accepted by Wolverine if, prior to shipment of any Returned Products, Retailer obtains a Return Authorization Number (“RA#”) from Wolverine. Retailer will not be granted a RA# for less than a full pallet or more than once monthly. Retailer will clearly label packaging of each returned Product with the relevant RA#. Any returned Products that are worn, damaged or sent for return by the customer more than three business days after receipt by customer may be refused by Wolverine or, at Retailer’s request, will be replaced by Wolverine at Retailer’s expense. All returned products will be subject to applicable charges as such charges are established by Wolverine from time to time. The current per unit return charge is \$4.00 and is subject to change upon notice. All shipping costs associated with returned Products will be at Retailer’s expense and will be invoiced by Wolverine to Retailer. If repackaging is required, a \$2.50 per unit charge will be assessed.
- **COOPERATION.** Wolverine and Retailer agree to reasonably cooperate together to verify delivery of Products, track any lost shipments and file appropriate claims against the carrier with respect to any lost or damaged shipments.
- **EFFECT OF ADDENDUM.** This Addendum is incorporated as part of and amends the Agreement. The terms of this Addendum shall govern to the extent inconsistent with terms of the Agreement and except as specifically amended by this Addendum, the terms and conditions of the Agreement remain in full force and effect. Wolverine’s Standard Terms and Conditions of Sale are incorporated by reference and made a part of this Addendum to the extent that they are not inconsistent with terms and conditions of this Addendum.
- **TERM.** This Addendum is co-terminus with the Agreement and will terminate or expire at the same time of the Agreement. In addition, either party may terminate this Addendum, either in whole or with respect to any of the Wolverine brands indicated above, for any reason by providing fourteen days’ notice to the other party.

Date: \_\_\_\_\_

\_\_\_\_\_  
 (“Retailer”)

By: \_\_\_\_\_ (signature)

\_\_\_\_\_  
 (printed name and title)

Wolverine World Wide, Inc. (**“Wolverine”**)  
9341 Courtland Drive  
Rockford, Michigan 49351

By: \_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name and title)