

WOLVERINE WORLD WIDE, INC.
RETAILER DROP SHIPMENT ADDENDUM TO TERMS OF SALE/INTERNET AGREEMENT

Retailer Legal Name (including DBA(s)):
Vendor ID Number:
Authorized Retailer Websites: Sites
List Wolverine Authorized Brands:

This Drop Shipment Addendum (the “Addendum”) to the Wolverine Terms of Sale and Internet Agreement (collectively the “Retailer Agreement”) sets forth the terms and conditions under which Wolverine will provide order fulfillment services to Retailer for the brands listed above.

- **IDENTIFYING NUMBER.** Wolverine will issue to Retailer a unique internet order fulfillment accounts receivable number (“Identifier”). Using said 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 the Wolverine electronic data interface as established and approved by Wolverine. Each Product order must include (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 availability of inventory and acceptance by Wolverine. 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. In no case will Wolverine be liable for any direct or indirect, incidental, consequential, 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 directly billed to the Retailer by one of the followings methods:

- Billed directly by the Retailer’s preferred carrier to the Retailer
- Billed directly to the Retailers Carrier account number as authorized by the Retailer
- Billed directly on the customer invoice utilizing Wolverine default FedEx routing

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. Receipt of the goods by the assigned dropship customer is deemed physical receipt by the 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 Drop Ship Addendum will be due Net 7 days from the invoice date 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 JP Morgan Chase, N.A. 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 hereunder.

- **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 to Retailer (and not Wolverine) and Retailer must accept any undamaged and unworn Products for replacement or refund. Returned Products will only be accepted by Wolverine from Retailer 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 acknowledges that Wolverine will not price any Products until such Products have been received and inspected by Wolverine. 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 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 Retailer Agreement. The terms of this Addendum shall govern to the extent inconsistent with terms of the Retailer Agreement and except as specifically amended by this Addendum, the terms and conditions of the Retailer Agreement remain in full force and effect.

- **TERM.** This Addendum is co-terminus with the Retailer Agreement and will terminate or expire at the same time of the Retailer 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’ written notice to the other party.

By: _____
(Signature of Retailer Representative)

(Printed Name and Title of Retail Representative)