

Upon the terms and conditions set forth herein (the "Terms"), together with any Purchase Order (collectively, the "Agreement"), Crocs India Pvt. Ltd., ("Crocs") will sell to Buyer certain Crocs-owned products ("Products") for Buyer to sell in the Channels and the Territory agreed to in writing by the parties.

ARTICLE 1. APPLICABILITY: These Terms are effective as of the date accepted and are applicable to each Purchase Order (defined below) placed by Buyer to Crocs. Crocs rejects any additional or different terms, or provisions contained in any Purchase Order, acknowledgment or other communication (heretofore or hereafter) received from Buyer, except to the extent specifically agreed to in writing by a duly authorized representative of Crocs.

ARTICLE 2. PURCHASE ORDERS: Buyer will submit Purchase Orders to Crocs through the method designated by Crocs, specifying the quantity and SKU of the Products to purchase, a ship window for such Products as applicable, a ship-to address, and a Purchase Order number ("**Purchase Order**"). Crocs may accept, reject or cancel all or a portion of any Purchase Order in its sole discretion. Buyer agrees to follow Crocs' Purchase Order deadlines and other requirements, as communicated by Crocs from time to time. Buyer may not cancel or alter a Purchase Order once it is submitted, except upon terms and conditions that Crocs has accepted in writing. If Crocs accepts Buyer's request to cancel or modify a Purchase Order, Crocs will use commercially reasonable efforts to mitigate any losses it suffers because of such cancellation or modification. Buyer agrees to reimburse Crocs for any losses not so mitigated.

ARTICLE 3. SALES CHANNELS: Subject to Article 5 below, Buyer will not: (a) market or offer for sale the Products on or through any website, including, without limitation, any third-party marketplace website such as Amazon, eBay, Overstock, Alibaba, Jet, Rakuten, Mercado Libre, Netshoes, Walmart Marketplace, or Sears Marketplace, without the prior written consent of Crocs; (b) sell Products other than to end-users at the approved retail sales location(s) ("RSL") agreed to by the parties; (b) sell Products outside of the Territory(ies) and/or Channel(s) agreed to in writing by the parties; (c) purchase Products from any source other than Crocs; or (d) directly or indirectly sell or offer to sell Products on behalf of, or for the account of, any other party.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS: Buyer shall not infringe Crocs' intellectual property rights, including but not limited to trademarks, trade names, logos, images, text, design rights, patents and copyrights, Product descriptions, or other words or symbols ("IP Rights") and Crocs and its principal(s) retain all proprietary interests in such rights. Buyer shall do nothing that may damage, detract from or otherwise harm Crocs' and/or its principals' ownership in and/or the value of such IP Rights. Upon Crocs' instruction, Buyer shall immediately cease all use of IP Rights, any associated goodwill, and any other intellectual property owned, reserved or protected by Crocs and its principal(s).

ARTICLE 5. BUYER'S RETAIL SALES STANDARDS: Buyer's RSLs may in no event be presented as a mono-brand Crocs retailer. Buyer's RSL must promote, offer, and sell third-party products in addition to the Products. The interior fixturing, decoration, and overall interior and exterior image of Buyer's RSL, including products and services offered, shall be of high quality and good taste and decor, consistent with acceptable commercial standards. Buyer's RSL must display an accurate, up-to-date line of Products, and related Crocs Marketing Materials (as defined below). Buyer's RSL may not use any Crocs trademark or any name or symbol similar thereto in the name of any Buyer's RSL business name or store-front. Buyer's RSL may not sell or display any product that attempts to "knock off," imitate, or is otherwise similar enough to the Products that there may be likelihood of confusion in the consumer's mind, nor any products that otherwise infringe the Crocs' intellectual property rights.

ARTICLE 6. MARKETING: Crocs may make available to Buyer certain Crocs Marketing Materials. Buyer may use the Crocs Marketing Materials solely in connection with the sale, distribution, promotion, and advertising of the Products in the Territory in accordance with the terms hereof, including the packaging, labels, and other marketing and promotional materials Crocs developed for use with the Products. Buyer's use of Crocs Marketing Materials and Buyer's marketing and sale of Products must comply with Crocs' Brand Guidelines (which may be modified by Crocs from time to time in its sole discretion) (the "Brand Guidelines" which can currently be found on Crocs marketing asset brand portal: <https://www.crocsbrandhub.com> or as otherwise communicated by Crocs). Crocs may inspect the activities of Buyer in order to ensure that Buyer's use of the Crocs Marketing Materials complies with Crocs' Brand Guidelines. Specifically, Buyer agrees to only use current Crocs Marketing Materials and to remove old Crocs Marketing Materials when new materials are made available, or as instructed by Crocs. For the purpose of this Agreement, "Crocs Marketing Materials" means all text, images, and video relating to the Crocs brand, Products, and the trademarks and all other materials for the advertising, promotion, marketing, distribution, or sale of Products that are made available to Buyer hereunder from time to time, including all instructions related thereto.

ARTICLE 7. PRICES AND PAYMENT: Crocs will offer the Products to Buyer at the prices in effect at the time of acceptance of the relevant Purchase Order by Crocs. The prices may be amended by Crocs from time to time upon sixty (60) days' notice to Buyer. Any price increase will not apply to Purchase Orders accepted prior to the effective date of the price increase. Prices are only binding when quoted by Crocs to Buyer in writing, and only at the moment of such quotation. In the event prices are not quoted, Crocs' then current price list shall apply. All prices are in Indian Rupees (INR). Any discounts and other commercial terms shall be agreed to separately between Crocs and Buyer in writing. Payment is by way of pre-payment before delivery of Products after date of invoice unless agreed to otherwise in writing. Purchase Order will be invoiced upon Product pick up by Buyer. Past due invoices will bear interest at one and one half percent (1.5%) per month or part thereof. Crocs is entitled to charge Buyer with collection fees, legal fees and/or court fees incurred by Crocs to collect any amounts payable. Buyer must make all payments electronically or through checks in name of Crocs.

ARTICLE 8. TAXES AND OTHER CHARGES: Any taxes, charges, fees, levies, imposts, duties, tariffs, or other assessments imposed by or payable to any federal, state, local, or governmental authority, on or measured by the transaction between Crocs and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced, unless otherwise agreed in writing. In the event Crocs is required to pay any such tax, fee or charge, Buyer shall reimburse Crocs accordingly.

ARTICLE 9. DELIVERY, RECALLS AND FORCE MAJEURE: All prices quoted are CIF (Incoterms 2010) designated place agreed upon by the parties. All delivery dates are approximate. If Buyer learns or is notified by any governmental agency or court having applicable jurisdiction that any of the Products may contain a defect, serious quality or performance deficiency, or are not in compliance with any standard or requirement so as to require or make advisable that such Products be reworked or recalled, Buyer shall promptly communicate all relevant facts to Crocs, and Buyer shall cooperate with and assist Crocs in Crocs' undertaking of corrective actions determined by Crocs to be advisable or required. Buyer may not take any action or communicate with any authorities or consumers regarding a Product recall without Crocs' prior written consent. Crocs shall control all decisions and communication in connection with a Product recall. Should Buyer learn of any incident that could reflect or indicate a safety concern associated with any Product, Buyer shall promptly report the incident or other information learned to Crocs. Crocs shall not be liable for any damage as a result of any delay or failure to deliver due to any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, power outage, strike, slowdown or other labor difficulties, war, riot, act of terrorism, delay in transportation, defaults of common carriers, inability to obtain necessary labor, materials or manufacturing facilities or, without limiting the foregoing, any other delays beyond Crocs control. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and

for Crocs' inability to deliver for any reason, including Crocs inability to produce Products that meet the requirements of the Purchase Order, is cancellation of the Purchase Order and return of any prepaid funds.

ARTICLE 10. TITLE AND RISK: Risk of loss and title to the Products shall pass to Buyer when the goods are picked up by Buyer at the designated time and place agreed upon by the parties.

ARTICLE 11. PRODUCT INSPECTION AND RETURNS: Buyer shall inspect the Products for damage, defect, or other nonconformance (collectively, "**Defects**"). If any Defect is identified, Buyer must not offer the Product for sale, and must promptly report the Defect to Crocs. Additionally, Buyer shall inspect all Products upon delivery and promptly report any shortage or discrepancy in a shipment of Products. Crocs is not liable for any Product shortage, discrepancy or quality issues unless it has received from Buyer written notice thereof and substantiating evidence within seven (7) days of Buyer taking possession of the Products. Subject to Article 9, Buyer shall not return Products without Crocs' prior written approval and all Products or containers returned have been marked with a return authorization number supplied by Crocs. All returns shall conform to this Article 11 and any additional return policy and standards, as applicable. Without limiting the foregoing, in the event of return of goods, Buyer shall return the Products in the original packaging and in resalable condition. Buyer shall be responsible for packing and documenting the Products according to Crocs' requirements. Crocs shall have the right not to accept the return for all or any part thereof if Buyer does not comply with the terms of this Article 11. Any packing and logistics costs incurred shall also be borne by the Buyer, unless otherwise agreed by Crocs.

ARTICLE 12. PRODUCT CONDITION, STORAGE, AND HANDLING: Buyer shall sell Products in their original condition (e.g., Products must be sold with all included hangtags, labels, etc.). Relabeling, repackaging (including the separation of bundled products or the bundling of products), and other alterations are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, or other identifying information on Products or their packaging is prohibited. Buyer shall not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Buyer shall not advertise, market, display, or demonstrate non-Crocs products together with the Products in a manner that would create the impression that the non-Crocs products are made by, endorsed by, or associated with Crocs. Buyer shall exercise due care in storing and handling the Products, store the Products in a cool, dry place elevated off of the ground and at least 50cm away from any walls, out of direct strong lighting (sunlight, spot lights, UV lights), extreme heat, and dampness. For Products that are not sold in cardboard boxes, Buyer shall not stack such Products on top of one another on storage shelves. Products that are shipped to Buyer with included stuff paper, ABS sticks, and/or molded inserts shall be stored with any such materials. Buyer shall adhere to any additional storage and handling guidelines specified by Crocs from time to time.

ARTICLE 13. CUSTOMER SERVICE: Buyer and Buyer's sales personnel shall be familiar with the special features of all Products marketed for sale and must obtain sufficient Product knowledge to advise customers on the selection and safe use of the Products, as well as any applicable warranty, guarantee, or return policy. Buyer shall be available to respond to customer questions and concerns both before and after sale of the Products and should endeavor to respond to customer inquiries promptly. Buyer and Buyer's agents must represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Crocs. Buyer agrees to cooperate fully with Crocs in any investigation or evaluation of such matters.

ARTICLE 14. WARRANTY: AS OF THE DATE OF DELIVERY, PRODUCTS WILL BE FREE OF DEFECTS RELATED TO THE MATERIAL AND/OR WORKMANSHIP. EXCEPT AS SET FORTH IN THIS ARTICLE 14, TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, CROCS PROVIDES PRODUCTS TO BUYER STRICTLY "AS IS". CROCS MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO PERSON (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF CROCS) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THE PRODUCTS EXCEPT TO REFER PURCHASERS TO THE WARRANTY IN THIS ARTICLE 14 AND BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY OTHER WARRANTIES OR REPRESENTATIONS.

ARTICLE 15. LIMITATION OF LIABILITY: NOTWITHSTANDING THE ABOVE, TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, REGARDLESS OF WHETHER CROCS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, IN NO EVENT WILL CROCS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR ENHANCED DAMAGES (INCLUDING LOST PROFITS). IN NO EVENT WILL CROCS' LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE APPLICABLE PURCHASE ORDER. THE PRICES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISK NEGOTIATED AND AGREED TO BY CROCS AND BUYER. BUYER ACKNOWLEDGES THAT CROCS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 16. INDEMNITY: Subject to Article 15, each party shall fully indemnify, defend and hold harmless the other party and its parent company, affiliates, subsidiaries, and their respective agents, servants, employees, officers, directors, members, managers, representatives and customers (collectively, the "Indemnified Parties") from and against and reimburse the Indemnified Parties for any and all liabilities arising out of or relating to the indemnifying party's breach of this Agreement, or its willful misconduct or gross negligence.

ARTICLE 17. MISCELLANEOUS:

- Buyer agrees that failure to comply with any provision of the Agreement may result in Crocs terminating or suspending delivery of part or all of the Purchase Order, whether or not the Buyer is in default due to force majeure.
- The terms and conditions hereof and any subsequent correspondence relating to the Products, including, without limitation, pricing and any conflicts arising between the parties are confidential and Buyer hereby undertakes not to disclose the same unless required by law.
- Buyer acknowledges that Crocs reserves the right to audit and/or monitor Buyer's activities for compliance with the Terms, including, but not limited to, inspection of Buyer's facilities and records concerning the Products.
- Buyer represents and warrants that: (i) if it is a corporation, it is duly organized and existing in good standing under the laws of the jurisdiction of its incorporation and is duly authorized to carry on business in the jurisdiction(s) in which the Products are located; (ii) if it is a corporation, the making and performance of the Agreement has been duly authorized by all necessary corporate action on the part of Buyer, does not require any shareholder approval and does not violate any of Buyer's letters patent or articles of incorporation or any amendments thereto or (whether or not a corporation) any agreement, indenture or other instrument to which Buyer is a party or by which Buyer's property may be bound or affected and at the date hereof Buyer is not otherwise in default of any such agreement, indenture or instrument; (iii) this Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid, enforceable and binding obligation of Buyer in accordance with the terms hereof; and (iv) there are no suits or proceedings pending or, to the knowledge of Buyer, threatened in any court or before any competent authority against or affecting Buyer which may have a material adverse effect on the financial condition or business of Buyer.

- e. Buyer agrees that it will not knowingly sell the Products, directly or indirectly, to any person on either of the U.S. Export Controls and the U.S. Consolidated Screening List, or to any person who may be prohibited by law from receiving goods from the country from which the Product is exported.
- f. If any provision of the Agreement is for any reason held invalid or illegal in any respect, such invalidity or illegality will not affect the validity of the Agreement and Crocs will substitute for the affected provision, a valid and enforceable provision which most closely approximates the intent and economic effect. If such provision cannot be amended so as to be valid and enforceable, then such provision is severable from the Agreement and the remaining provisions of the Agreement remain valid and enforceable.
- g. Buyer is not entitled to assign, transfer or novate its rights and obligations pursuant to the Agreement to any third party without Crocs prior written consent. Buyer hereby gives its prior consent for the transfer or novation of its obligations, whether in whole or in part, by Crocs to a third party. Buyer is not entitled to set off any amounts due by Crocs against any amounts due by Buyer.
- h. This Agreement shall be governed by and be interpreted exclusively in accordance with the laws of India, without reference to rules concerning choice of laws principles that would require the application of the laws of another jurisdiction. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally be resolved by a competent court of India.