

## TERMS AND CONDITIONS OF PURCHASE

1. Entire Agreement. This document is an offer by Johnson Outdoors Watercraft, Inc. ("JOWI") to buy the goods described on the face hereof, or in any written or electronic document submitted by JOWI to Seller which incorporates this document by reference ("Products") in accordance with the terms of the Contract. The "Contract" consists of the terms set forth herein and on the face hereof, the terms of any written or electronic document submitted by JOWI to Seller which incorporates this document by reference, the terms of any written Supply Agreement executed by JOWI and the Seller, and JOWI's Statement of Basic Standards, a copy of which can be found at <http://investor.johnsonoutdoors.com/governance.cfm>. Terms on the face hereof or in any Supply Agreement between the parties will control over any inconsistent terms in the remainder of the Contract. Terms on the face hereof will control over any inconsistent terms of a Supply Agreement. Any reference in the Statement of Basic Standards or in a Supply Agreement to Johnson Outdoors, Inc. or to JOI shall be construed as a reference to JOWI for purposes of the Contract. This is not an acceptance of any offer by Seller or, if it is deemed an acceptance, is limited to the terms set forth in the Contract. JOWI hereby rejects any additional or different terms contained in any document or communication from Seller, and the same will not be part of the Contract. The Contract is the entire agreement between the parties with respect to JOWI's purchase of Products, superseding all prior communications and negotiations, and may only be amended in writing signed by authorized personnel of JOWI. Seller will be deemed to have accepted the Contract upon the first of: (a) receipt of a confirmation of this order from Seller; (b) delivery of any Products ordered hereunder, or (c) as otherwise provided under applicable law. JOWI's acceptance of Products will not constitute acceptance of Seller's terms.

2. Prices and Payment. All prices are firm and no additional charges will be allowed unless provided for in this Contract; however, if Seller sells Products in like quantities to any third party at a price less than that set forth herein, Seller will make the same price available to JOWI. Time periods for determining payment dates and discounts commence on the later of JOWI's receipt of Products or an invoice. Prices are stated and payable in the currency indicated on the face of JOWI's hereof, or, if no currency is indicated, then in U.S. dollars. JOWI will not be liable for any taxes or assessments of any kind in connection with the sale, transportation or use of Products. JOWI will pay invoices within 60 days of receipt of Products or receipt of invoice, whichever is later.

3. Delivery. Unless otherwise specified in the Contract, Seller will deliver Products FOB the destination named by JOWI (or, for deliveries from outside the U.S., DDP, in accordance with INCOTERMS 2010). The risk of loss in transit will be borne by Seller. Seller will deliver Products at the time, quantities, and prices specified in the Contract. Time is of the essence. If Seller fails to comply with such requirements, JOWI may, in addition to any other rights or remedies, cancel this order and be relieved of all liability for any undelivered portion. Products received in advance of JOWI's delivery schedule may, at JOWI's option, be returned at Seller's expense or be accepted and payment withheld until the scheduled delivery date. Failure by JOWI to insist upon strict performance will not constitute a waiver of any default under this Contract. In the event of delayed shipping or errors, Seller will pay for expedited shipping.

4. Shipments. All Products will be suitably packed and marked conspicuously with JOWI's purchase order number, and will be labeled in compliance with all applicable laws and regulations. Seller will include with each shipment such documents as JOWI may require. Products will be shipped in accordance with shipping instructions specified herein. JOWI will have the right to route all shipments. No charge will be made to JOWI for packing, boxing or cartage unless separately itemized in the Contract. Expenses or charges incurred as a result of a deviation from the specified route, non-compliance with shipping instructions or improper descriptions in shipping documents are Seller's responsibility. Seller will immediately forward shipping and routing information to JOWI upon shipping.

5. Inspection. JOWI will have access to Seller's plants, processes and quality and production records for inspection of Products and processes upon request. Notwithstanding any pre-delivery inspection, all Products are subject to final inspection on delivery. No Products are accepted until final inspection. JOWI may return rejected Products, with Seller bearing all expense and risk of shipment.

6. Changes. JOWI may change drawings, specifications, quantities, delivery schedules, place of delivery, or methods of shipment for Products at any time. If changes result in a change in cost, an equitable adjustment of price

may be made, or JOWI may, at its option, cancel this order pursuant to §9 if agreement on an equitable adjustment cannot be reached. Seller must assert claims for equitable adjustment within 10 days of the change order or the claim will be considered waived by Seller. Seller will not change specifications or designs without JOWI's prior written consent.

7. Warranties. Seller warrants to JOWI that all Products will: (a) be sold with good and marketable title free and clear of all liens and encumbrances; (b) be of good merchantable quality free from defects in design, materials or workmanship; (c) strictly conform to final drawings, specifications and samples approved by JOWI, (d) be fit for the intended purpose; (e) comply with all applicable laws and regulations; and (f) not infringe upon any patent or other intellectual property rights. Seller has knowledge of the intended use of Products. JOWI's approval of specifications or designs will not relieve Seller of its warranty obligations. Seller agrees that the warranties will survive inspection, delivery and payment, and will run in favor of JOWI, its successors and assigns, and JOWI's customers, whether direct or indirect, and their successors and assigns. If Seller breaches a warranty, JOWI will have all rights and remedies provided by law or equity, and Seller will be liable to JOWI for all Damages (as defined in §8) arising out of or related to said breach. Without limiting the foregoing, JOWI may, at its option, require Seller to repair or replace any Products affected by a breach of warranty at Seller's expense.

8. Indemnity. Seller will release, defend and indemnify JOWI against any direct or indirect losses, claims, damages and expenses (including, without limitation, costs and attorneys' fees) ("Damages") which JOWI incurs as a result of (a) a breach of warranty, (b) any claim of negligence, breach, or violation of law caused by acts or omissions of Seller, (c) recalls involving Products, (d) strict liability in tort in connection with Products, or (e) other breach of this Contract. JOWI may set-off any amount owing from Seller to JOWI against any amount payable by JOWI to Seller. **JOWI WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN RELATION TO THIS CONTRACT AND SELLER WILL INDEMNIFY AND HOLD JOWI HARMLESS THEREFROM.**

9. Cancellation. JOWI may cancel this Contract if: (a) Product fails to conform to Seller's warranties; (b) Seller fails to make timely deliveries; (c) Seller breaches this Contract; (d) Seller ceases to operate in the normal course, or is subject to any bankruptcy or similar proceeding; or (e) §6 allows. If any installment is rightfully rejected all remaining installments may be cancelled, without further obligation to Seller.

10. Confidentiality. Seller agrees that all Confidential Information disclosed by JOWI will remain JOWI's exclusive property, and will not be used or disclosed by Seller, except as required to perform hereunder. "Confidential Information" means all information disclosed to Seller regarding JOWI's products, technology, inventions, formulas, know-how, forecasts, methods, customer lists, financial information, business plans, strategies, intellectual property and other proprietary information. Whenever requested by JOWI, Seller will place trademarks or other identifying marks on Products. This section will be enforceable by injunctive relief.

11. Tools. Seller shall insure, and bear the risk of loss of, any property of JOWI in Seller's possession. Tools charges (except maintenance charges) convey ownership of the tools to JOWI, and Seller shall deliver such tools to JOWI on demand. Seller agrees to take appropriate action, including, without limitation, signing agreements and segregating property as appropriate to protect JOWI's interest in its property and tools.

12. Recalls. Should any widespread failure of Products occur or should JOWI determine that a widespread failure of Products is likely to occur due to defects in Products or other breach of warranty hereunder, Seller will provide, at its expense, engineering efforts, parts, labor and all other assistance JOWI may request to remedy such failure or likely failure. Seller will provide a written corrective action plan. JOWI will have the right to control any recall process and Seller will provide all requested assistance. Seller will be liable to JOWI for all Damages relating to Product recalls and all corrective actions in connection with recalls.

13. EEOC. The parties agree that any covered federal contractor/subcontractor involved in fulfilling this Contract will: (i) comply with the Equal Opportunity clause of 41 CFR §60-1.4(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR §60-1.4(d); (ii) comply with the Equal Opportunity for Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, and Armed Forces Service Medal Veterans clause of 41 CFR §60-300.5(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR

§60-300.5(d); (iii) comply with the Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Recently Separated Veterans, and Other Protected Veterans clause of 41 CFR §60-250.5(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR §60-250.5(d); (iv) comply with the Equal Opportunity for Workers with Disabilities clause of 41 CFR §60-741.5(a), or its successors, which clause is hereby incorporated by reference as provided for in 41 CFR §60-741.5(d); and (v) comply with the "Employee Rights Under the National Labor Relations Act" employee notice clause of 29 CFR Part 471, Appendix A to Subpart A, or its successors, which clause is hereby incorporated by reference as provided for in 29 CFR §471.2(b).

14. Miscellaneous. The Contract is an exclusive statement of the terms governing the sale. The invalidity of any term of this Contract will not affect the validity of the remainder. This Contract, any sale hereunder, and any dispute with respect hereto, will be governed by and construed in accordance with the internal laws of Wisconsin. The Contract will not be governed by the U.N. Convention on Contracts for the International Sale of Goods.