

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS - As used in this order ("Order"), the term "Seller" means the vendor to whom this Order is issued; and the term "Buyer" means New Balance Athletics, Inc. or its affiliated company or its authorized purchaser, as the case may be, which has issued this Order.

2. ACCEPTANCE - Any of the following acts by Seller shall constitute acceptance of this Order and all of its terms and conditions: delivery of any of the items ordered; commencement of performance by Seller; informing Buyer in any manner of commencement of performance; or confirmation of this Order via Buyer's purchase order management system or another form of electronic communication. Seller's acceptance of this Order is limited to each of the terms and conditions in this Order and any terms or conditions which are different or in addition to those stated herein and which are contained in any written or oral acceptance or confirmation of this Order by Seller are hereby rejected.

3. PRICE AND DELIVERY - Seller shall furnish the items or services called for by this Order in accordance with the prices and delivery terms stated in this Order. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices and/or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales tax which is separately shown where applicable.

Seller warrants that the prices charged for the items or services covered by this Order will be as low as the lowest prices charged by the Seller to any other customers purchasing similar items or services in the same or lesser quantities and under like circumstances. Buyer may return or store at Seller's expense any items delivered in advance of the delivery date specified for such items unless a reasonable time for early shipment has been otherwise agreed upon in writing between Buyer and Seller.

Time of delivery is of the essence. In addition to and without limiting Buyer's right to terminate this Order for late delivery, if Seller does not deliver the items within seven (7) days after the specified delivery date, Buyer may, at its option, accept such shipment or demand shipment by air at Seller's expense. If Seller does not deliver the items within fourteen (14) days after the specified delivery date, Buyer may, at its option, cancel the entire shipment or demand shipment by air at the Seller's expense.

4. PACKING AND SHIPPING - No charge shall be made by Seller for packaging, transportation or storage if not specified by Seller and agreed upon in writing by Buyer. All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices to obtain lowest transportation rates, unless otherwise specified by Buyer. Seller shall mark on outer cartons and packaging handling and loading instructions, country of origin, shipping information, purchase order number, items and account number, shipment date and names and addresses of Seller and Buyer. Seller shall provide an itemized packing list to (i) Buyer upon shipment of items pursuant to an Order; and (ii) freight forwarder within three (3) days of delivery of cargo to such freight forwarder.

5. RISK OF LOSS - FCA (INCOTERMS 2010). Seller shall retain title to and bear all risk of loss on items covered by this Order until carrier takes delivery at the FCA point set forth in this Order.

6. INVOICING - After the performance of the services or after each shipment made under this Order, Seller shall send a separate invoice, including any item numbers, duly signed by Seller, accompanied by a bill of lading or express receipt. Payment of invoice shall not constitute acceptance of items ordered and shall be subject to appropriate adjustment for failure of Seller to meet the requirements of this Order. Buyer may set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount owed by Buyer under this Order.

7. INSPECTION - All items or services covered by this Order may be inspected and tested by Buyer or its designee at all reasonable times and places. Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. All inspection records relating to items or services covered by this Order shall be available to Buyer during the performance of this Order and for such longer periods as specified by Buyer.

If any items or services covered by this Order are at any time determined to be defective or otherwise not in conformity with the requirements of this Order, Buyer may, by written notice to Seller, (i) reject or revoke its acceptance of the items or services and terminate this Order under Section 18(b) in full or in part, and, in the case of any items, upon return of the defective goods to Seller obtain a full refund of the price paid to Seller therefor, (ii) accept such items or services at an equitable reduction in price, agreed upon between the parties, or (iii) reject such items or services and require the delivery of replacement items or re-performance of such services. Deliveries of replacement items shall be accompanied by a written notice specifying that such items are replacements. If Seller fails to provide required replacements promptly, Buyer may (i) replace or correct such items or services and charge Seller its costs for such replacement items or services, or (ii) terminate this Order for default as provided in Section 18(b).

No inspection (including source inspection), tests, approval (including design approval) or acceptance of items or services by Buyer shall relieve Seller from responsibility for defects or other failures to meet the requirements of this Order. Rights granted to Buyer in this Section are in addition to any other rights or remedies provided elsewhere in this Order or otherwise available to it under statute, at law or in equity.

8. WARRANTIES - In addition to any other express or implied warranties, Seller warrants that items furnished or services performed pursuant to this Order will (i) be free from defects in workmanship and material, (ii) free from defects in design, except to the extent that such items or services comply with detailed designs provided by Buyer, (iii) be suitable for the purposes, if any, which are stated on this Order, (iv) meet industry standards, and (v) be in conformity with all other requirements of this Order.

For breach of any warranty above, in addition to any other rights Buyer may have, if the items delivered or services performed pursuant to this Order are found not to be as warranted, Buyer may reject such services or return such items to Seller, at Seller's expense, for correction, replacement, refund or credit, as Buyer may direct. Any replacement items or services shall also be subject to all the provisions of Section 7 of these Terms and Conditions to the same extent as items initially

furnished or services initially performed.

9. MATERIALS AND TOOLS - If Buyer furnishes Seller material or equipment (such as special dyes, molds, jigs, tools, test equipment, etc.) or pays for the design or manufacture of such material or equipment, title thereto shall remain or vest in Buyer, and Seller shall identify same by marking it with Buyer's name, shall maintain and preserve such material and equipment and shall dispose of it (including scrap) only upon Buyer's direction and only in accordance with Buyer's instructions. Unless Seller has blanket insurance already in effect that Buyer can use for any such company property, Buyer does not require that Seller carry insurance for that property and Seller shall not include any insurance cost in the prices charged under this Order. Buyer has the right to withdraw any materials, tools or equipment at any time from Seller's property.

10. INTELLECTUAL PROPERTY - Solely in connection with this Order, Buyer authorizes Seller to affix Buyer's trademarks to items where applicable.

11. PROPRIETARY INFORMATION - All written information obtained by Seller from Buyer in connection with this Order is received in confidence and shall remain the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance of this Order.

12. SUBCONTRACTS - Seller shall not subcontract for all or any part of the items or services called for by this Order without Buyer's written approval.

13. CODE OF CONDUCT, RESTRICTED SUBSTANCES AND C-TPAT - At all times Seller shall comply with New Balance Athletics, Inc.'s Code of Conduct

(http://demandware.edgesuite.net/aagi_prd/on/demandware.static/-/Sites-newbalance_us2-Library/default/dwd02d5ea8/inside-nb/inside-nb-invpeople/code_of_conduct_english_2015.pdf), and Restricted Substances Manual (<http://www.newbalance.com/inside-nb-environment.html>), as each may be amended from time to time.

14. COMPLIANCE WITH LAWS - In performance of this Order, Seller shall comply with all laws and regulations of the United States and applicable foreign jurisdictions, including, without limitation, all anti-corruption and anti-bribery laws including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and any government security programs, including C-TPAT. Seller shall indemnify and hold Buyer harmless against any and all liability, losses, costs and damages caused to Buyer as a result of any failure to comply with such laws and regulations.

15. INDEMNIFICATION AND INSURANCE - Seller will indemnify and hold harmless Buyer, its affiliates and each of their customers from and against any suits, claims, actions, demands, losses and damages (including reasonable legal fees) arising out of: (i) any third party claim that the items or services furnished pursuant to this Order violate or infringe upon a third party's intellectual property right, except for any such actual infringement directly resulting from detailed designs provided by Buyer; and (ii) any personal injury or property damage caused by the items furnished or services performed by Seller pursuant to this Order, whether performed on the premises of Seller or Buyer, or elsewhere. Buyer shall have the right, at its option, to defend against any such suit or claim. Seller shall carry and maintain insurance coverage

satisfactory to Buyer to cover the above, and, upon Buyer's request, shall furnish to Buyer appropriate evidence of such insurance.

16. ASSIGNMENT - Seller shall not assign this Order or any rights under this Order without the prior written consent of Buyer, and no purported assignment by Seller shall be binding on Buyer without such consent.

17. CHANGES - Buyer may at any time, by written change order, suspend performance of this Order in whole or in part, make changes in drawings, designs, specifications, method of shipment or packing, alter the time or place of delivery, or require additional or diminished work. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be reached by agreement of both parties in the contract price or delivery dates or both, and this Order shall be modified in writing accordingly. Any claim for adjustment under this Section shall conclusively be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Seller of the change order. If any items are made obsolete or excess as a result of a change by Buyer, Buyer shall pay for and prescribe the manner of disposition of such items.

Buyer's engineering and technical personnel may, from time to time, render assistance of Seller concerning the items or services to be furnished pursuant to this Order, but such personnel are not authorized to change the items or services ordered or the provisions of this Order. No change order will be binding on Buyer or Seller unless issued in writing by an authorized representative of Buyer.

18. TERMINATION - (a) WITHOUT CAUSE. Buyer may terminate, for its convenience, all or any part of this Order at any time by written notice to Seller. If this Order is terminated without cause, Buyer shall either (i) authorize Seller to apply the materials purchased to perform this Order to a separate purchase order or (ii) reimburse Seller for the actual cost of materials purchased prior to Seller's receipt of Buyer's notice of termination. In no event, however, shall cancellation charges be in excess of the total contract price under this Order. (b) WITH CAUSE. If (i) Seller fails to make any delivery, except as set forth in Section 3 above, or performance of items or services in accordance with specified delivery date or otherwise fails to comply with this Order and fails to cure within fifteen (15) days, (ii) Seller fails to make progress to such an extent that performance of this Order is endangered, (iii) any proceeding is filed by or against Seller in bankruptcy or insolvency, or for the appointment of a receiver or other trustee as to all or substantially all of Seller's assets; (iv) Seller makes assignment for the benefit of creditors, or (v) Seller commits any other breach of this Order, Buyer may (in addition to any other right or remedy provided by this Order or by law) terminate all or any part of this Order by written notice to Seller without any liability and may purchase substitute items or services elsewhere and Seller shall be liable to Buyer for any excess costs incurred by Buyer and for all incidental and consequential damages resulting from the breach.

If this Order is terminated as provided in this Section, Buyer, in addition to any other rights provided in this clause, may require

Seller to transfer title and deliver to Buyer (i) any completed items, and (ii) such partially completed items and all materials, parts, tools, dyes, jigs, fixtures, plans, drawings, information and contract rights as Seller has specifically produced or specifically acquired for the performance of such part of this Order. Buyer will pay for the reasonable value of the items transferred.

If the failure to deliver or perform by Seller is due to causes beyond the control and without the fault or negligence of Seller, Buyer shall have the right, at its option, to either (1) terminate all or any part of this Order and pursue its remedies as provided herein; (2) extend, for a reasonable period of time, the Seller's time for performance or completion of this Order and otherwise adjust, modify or add such terms to this Order as may be reasonably determined by Buyer under the circumstances.

19. WAIVER - The failure of Buyer to insist upon the performance of any provision of this Order or to exercise any right or privilege granted to Buyer under this Order shall not be construed as a waiver of any such provision, and the same shall continue in force.

20. INTERPRETATION - The terms and provisions of this Order shall be governed by and interpreted under the internal laws of the Commonwealth of Massachusetts, U.S.A.

21. GRATUITIES - It shall be deemed a breach of this Order subject to termination if it is found that Seller makes, directly or indirectly, any bribes, kickbacks or other payments, regardless of form, whether in money, property, or services, to any employee of Buyer or any third party acting on behalf of Buyer.

22. SALES TAX - Unless otherwise noted, any item covered by this Order is bought for resale, and no retail sales tax is applicable.