ROCKY BRANDS, INC.
39 E Canal St Nelsonville, OH 45764
Phone: 1- 800-848-9452 Fax: 740-753-7260
Email: Account.Setup@rockybrands.com

Thank you for your interest in joining the Rocky Brands family as a dealer.
We look forward to doing business with you.

Form A

Founded in 1932 Rocky Brands, Inc. designs, develops, manufactures and markets premium quality Outdoor, Work, Western, Duty and Military footwear as well as Outdoor and Work apparel and accessories. The Rocky Brands family of brands includes owned brands ROCKY®, GEORGIA BOOT®, DURANGO®, LEHIGH®, and the licensed brand MICHELIN® Footwear.

By Completing Form A, you are agreeing that there are no compliance regulations/requirements and no chargebacks will be taken.

Completing this information in its entirety is essential to accurately setting up and maintaining your company's business profile for Rocky Brands

Billing Information

Type of Ownership: ☐ Individual -☐ Partnership -☐ Corp If other please explain_____

Business Name: _____ Years in Business_____

BIN#:_____Tax Id#:_____State of Formation_____

Trade Name or DBA: _____Sic Code: _____

Street Address: _____City/State/Zip: _____

Owner Name_____

Primary Contact: _____Primary Contact Email: _____

Phone: _____ Fax: _____ Website: _____

AP Contact Name: _____AP Contact Email: _____

AP Phone Number: _____ AP Fax: _____

Shipping Information

Street Address: _____

City/State/Zip: _____

Rocky Brands requires a copy of a Resale Certificate or Certificate of Good Standing If a certificate is not provided or deemed invalid taxes will be billed in accordance with state law where applicable.
Resale Certificate Attachment here

Rocky Brands, Inc. Salesman's Name_____

Trade References

1.) Company Name_____ Contact Email or Fax: _____

Account Number: _____Phone:_____

2.) Company Name_____ Contact Email or Fax :_____

Account Number: _____Phone:_____

3.) Company Name_____ Contact Email or Fax:_____

Account Number: _____ Phone: _____

Bank Account Information

Bank Name: _____ Contact Officer: _____

Account Number: _____ Phone: _____ Fax: _____

Please note your account will be setup with the following criteria:

- Orders may ship on cancel date (standard)
- 80% fill rate on all orders and 10% fill rate on backorders
- EDI will not be set up unless otherwise noted (this includes portal setup)
- All packaging will be mixed
- Standard carton label indicated below. This will be utilized on all packaging

Shrink wrap all cartons 3 pairs or less

- Corrugate 6 pair cartons
- Rocky Brands FedEx freight account will be utilized
    - Freight will be billed on invoice
- Drop shipping orders to an address other than your primary location will result in the addition of Drop Ship fees. These fees are based on the number of pairs per order and your segmentation level
- Ship Bulk to DC, Direct to Store and Drop-Ship to customers
- Invoices will be sent electronically to the accounts payable contact provided on page 1

The foregoing information is being supplied to ROCKY BRANDS, INC. for the purpose of obtaining credit. I fully understand that by signing this credit application I agree to all terms and conditions as set forth here and the corresponding pages.

Personal Guarantee

In consideration of credit being extended by Rocky Brands, Inc. and its subsidiaries, to the above named Applicant, the undersigned guarantor(s) ("Guarantor(s)") each jointly and severally contract and guarantee prompt and full payment, when due, of all sums due from the Applicant. Guarantor(s) each expressly waive all notice of acceptance of this guarantee, notice of extension of credit to Applicant, presentment or demand for payment and any notice of default by Applicant and all other notices to which Guarantor(s) might otherwise be entitled. Revocation of this guarantee shall be in writing and shall be delivered by certified mail to Rocky Brands, Inc., at the address set forth above, and the revocation of the Guarantor's or Guarantors' obligations hereunder shall only apply to credit extended to the Applicant after the date Rocky Brands, Inc. actually receives such notice of revocation.

Security

To secure payment and performance of all obligations, Applicant hereby grants Rocky Brands, Inc. a continuing purchase money security interest in all inventory, equipment, and goods manufactured by or distributed by Rocky Brands, Inc. whenever sold, consigned, leased, rented or delivered, directly or indirectly, to or for the benefit of Applicant by Rocky Brands, Inc., wherever located, now owned and hereafter acquired including but not limited to all Rocky Brands, Inc. products and all replacement parts, accessories and supplies including repossessions and returns; and all proceeds from the sale, lease or rental thereof; and all existing or subsequently arising accounts and accounts receivable, all books and records, and supporting obligations which may from time to time hereafter come into existence during the term of this Security Agreement. Rocky Brands, Inc. purchase money security interest is explicitly limited to outstanding obligations between Rocky Brands, Inc. and Applicant. Applicant will maintain the Collateral in original condition, and will insure the Collateral against all expected risks. Applicant will not subject the Collateral to any adverse encumbrance or lien, or sale or other transfer other than as approved in writing by Rocky Brands, Inc. including through this Agreement. If Applicant fails to timely make any payment, Rocky Brands, Inc. may repossess and remove any Product(s) from Applicant with or without Notice. Applicant will not locate the Collateral at any location other than as known to Rocky Brands, Inc... Applicant will promptly advise Rocky Brands, Inc. of any change of Applicant's name or business nature, location, and business openings and closings. The following constitute Applicant defaults: Non-payment in timely fashion of Applicant's indebtedness to Rocky Brands, Inc. bankruptcy, insolvency, or assignment for the benefit of creditors; misrepresentation in respect of any provision of this or any Agreement between Rocky Brands, Inc. and Applicant. In the event of default Rocky Brands, Inc. may declare all unpaid balances due and payable and or may require Applicant to assemble the Collateral and make it available to allow Rocky Brands, Inc. to take possession or dispose of the Collateral. Applicant authorizes Secured Party to file a UCC Financing Statement describing the Collateral.

Customer Signature _____ Date _____

Name_____

Rocky Brands, Inc. Terms and Conditions

24-HOUR ORDERING SERVICE CONTINENTAL UNITED STATES ALASKA-HAWAII-CANADA- INTERNATIONAL

WEB: at www.rbconx.com PHONE: 1-800-848-9452 or internationally: 1-740-753-1951 FAX: 1-740-753-5537

PLACING YOUR ORDER:

When placing your order, please have the following information available:

- The name your account is billed under, along with your address and phone number
- Your customer account number, which is located above your account name and address on all invoices
- Your purchase order number, if applicable
- Ordering details (style number, sizes, widths, number of pairs)

TERMS OF SALE:

As used herein, "Dealer" shall refer to the retailer that is purchasing directly from Rocky Brands, Inc. ("Rocky®") and "Consumer" shall mean the individual who purchases Rocky® goods from Dealer for personal, family or household use.

- Credit approval: Acceptance of all orders is subject to final approval by the Rocky® Credit Department. Approval is subject to Dealer's acceptance of these Terms and Conditions as well as their credit worthiness and suitability as determined in the sole judgment of the Rocky® Credit Department. Rocky® reserves the right to reject any order, in whole or in part, at any time.

- Minimum opening order and minimum annual business: $2,500.00. Rocky® reserves the right to hold or cancel pending orders for accounts with past due balances.

- Prices and/or specifications and materials are subject to change without notice. • Rocky® must be advised, in writing and in advance, of any changes in Dealer's ownership.

- Dealer will notify Rocky® in writing for any claim for breach of warranty, for failure of or delay in delivery or performance, or any other claim under Dealer's purchase order within sixty (60) days after Dealer's receipt or failure to receive product (the "Claim Period"). Dealer may notify Rocky® of a claim after the expiration of the Claim Period; provided, however, that 1) Rocky® will not be liable for any loss or damage claimed by Dealer after expiration of the Claim Period, and 2) Rocky® may offset from any amount otherwise owed to Dealer hereunder any loss, damage, or expense of Rocky® attributable to Dealer's delay in making their claim. Rocky® does not research (post audit) claims that are more than one year old. Claims older than one year will be denied. • Dealer agrees that its relationship with Rocky® shall be governed by the laws of the State of Ohio. Dealer and Rocky® agree that the exclusive jurisdiction and venue of any action with respect to their relationship shall be in the state courts of Athens County, Ohio, or if there is federal jurisdiction, in the United States District Court for Southern District of Ohio.

- Destination Control Statement: These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

- Dealer and Guarantor further agree that in the event Rocky® retains an attorney to enforce any portion of this Credit Application, any invoice from Rocky®; of any agreement between Rocky® and Dealer or Rocky® and Guarantor, or to recover goods sold, Dealer and/or Guarantor shall, jointly and severally, reimburse Rocky® for its reasonable attorney fees and related costs and expenses.

PAYMENT:

All invoices shall be due and payable within Net 30 days from date of invoice, until Rocky®, in its sole discretion, at any time revokes credit approval, at which time all amounts shall become immediately due and payable.

- Accounts unpaid when due shall accrue a late charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate allowed by applicable law. All payments received will be credited to the oldest outstanding invoice.

- Rocky® reserves the right at any time, for any reason, or no reason, to require payment in advance or otherwise to modify, suspend or terminate any credit terms previously extended to a Dealer. If Rocky® believes in good faith the Dealer's ability to make any payment required hereunder is or may be impaired, Rocky® may cancel the order (or any remaining balance thereof), and Dealer shall remain liable to pay for all products previously shipped.

- Unearned discounts or unearned freight deductions will be charged back accordingly.

- In the event that the Dealer's account is placed for collection, all product warranties, guarantees, and return privileges are canceled.

Initials_____ Date_____

SPECIAL HANDLING:

- Large sizes: Add $4.00 extra per pair for sizes 14 and larger. Add 10% for apparel sizes 2XL and 3XL.
- Small order surcharges (less than 6 pairs): 1 pair - $5.00; 2 pairs - $8.00; 3 pairs - $10.00; 4 pairs $13.00; 5 pairs - $15.00.
- Drop Ship Fee: Depending on segmentation a drop ship fee between $10-$20 up to 5 pair/ address will be added to each applicable invoice.
- Back orders will be cancelled 45 to 90 days from requested ship date unless a different cancel date or "do not cancel" is requested. Rocky® reserves the right to cancel any style without notice or obligation to deliver unfulfilled demand.
- Value Added Services (VAS): Value added services such as special packaging, tagging, pre-ticketing, stuffing and labeling will be priced accordingly when requested by the dealer.

SHIPPING TERMS:

All sales are Free On board (F.O.B.) at Rocky® Distribution Centers. Dealer assumes all insurance and delivery risks of loss or damage F.O.B. point as provided by common Law. The responsibility for providing shipping instructions is that of the Dealer. If the Dealer has specific routing instructions these must be provided to Rocky® in writing and in their entirety upon placement of an order. Non-specified shipping will be sent "best way" at Rocky's® sole discretion. Rocky® will exercise reasonable care and diligence to determine the lowest cost alternative, but assumes no responsibility to do so.

THE ROCKY® WARRANTY:

All Rocky® products have a one year limited warranty in normal use, against any manufacturing flaw(s), defective materials or workmanship. This warranty also covers GORE-TEX® bootie liners against leakage for one year. Products with all other waterproof construction are guaranteed waterproof for six months from the date of purchase. The Rocky® warranty does not cover damage due to holes worn in toes, burn marks, punctures, cuts and abrasions from outside causes, normal wear or misuse and/or abuse by the Consumer/wearer. The warranty may also be void if the Consumer/wearer applies any materials not recommended for footwear, such as polishes, oils or other chemicals that result in damage to the materials of the footwear or apparel. This limited warranty does not cover, and Rocky® makes no warranty regarding, defects or failures caused by accident or improper handling or defects or failures caused by the failure to use or maintain the products according to Rocky's® recommendations. Unless prohibited by law, the Rocky Warranty shall not apply to products purchased from unauthorized sellers or through unauthorized channels, including unauthorized Internet sites. Rocky® makes no other warranty or representation, express or implied. Without limiting the foregoing, Rocky® makes no warranty of merchantability or fitness for a particular purpose, which are hereby expressly disclaimed. In case of Rocky's® breach of the limited warranty set forth above, Rocky® shall, at its election and in its sole discretion, either replace the product or issue a credit memo for the full or prorated wholesale cost of the product. The remedy set forth in this paragraph shall be the Dealer's sole and exclusive remedy for Rocky's® breach of the limited warranty set forth above. Under no circumstances shall Rocky® be liable to the Dealer or any other party for any consequential, incidental, economic, direct, indirect, general or specific damages, whether arising out of contract or tort, whether arising out of negligence or strict liability, arising out of, based upon or relating to the sale or use of the products.

DEALERSHIP RETURNS GOODS POLICY:

Rocky® does not sell or supply products on a sale or return, guaranteed sales or consignment basis. Sales representatives do not have the authority to guarantee sales or accept return products for credit.

Regarding worn and/or damaged returned goods, Rocky® Return Goods Department shall have the sole and final decision as to the cause of damage and replacement judgment. Rocky® requires proof of purchase from an authorized Rocky Dealer when sending products back for inspection. Products must be cleaned before being returned to Rocky® for inspection. Rocky® DOES NOT ACCEPT PRODUCTS DIRECTLY FROM THE CONSUMER. This is the Dealer's responsibility and is the standard practice in the industry.

A Return Authorization Number (RA Number) is required for ANY return. Any unauthorized returns will be returned to the sender at his or her expense. Should Rocky receive more product back than what was originally approved on the RA, dealer will incur a minimum overage fee of 25% of the wholesale cost of the over and above items. In addition, should unworn, resalable product be authorized for return, dealer will incur a minimum re-stocking charge of $4.00 per pair.

An RA Number may be obtained in any of the following ways:

1. Call your Rocky® Representative
2. Email requests to: rarequest@rockybrands.com
3. Fax requests to: (740) 753-5509

The Dealer must provide the company name, account number, style, size, width and specific manufacturing defect along with a request for either a replacement or account credit.

These terms and conditions are subject to change without notice. Initials_____ Date_____

TAXES:

Rocky®'s charges are exclusive of the following: (a) all applicable federal, state, local, and foreign sales, use, excise, and utility, gross receipts, sales, value added or other taxes ("Taxes"). The consumer shall be responsible for the payment of any Taxes. Rocky® may elect to impose and collect such Taxes, unless otherwise constrained by court order or applicable laws. If the consumer provides a valid and duly authorized exemption certificate and/or other evidence acceptable to the applicable state or other taxing authority, Rocky® will exempt the consumer in accordance with applicable laws, effective on the date Rocky® receives the certificate. Upon request, and including during audit by the State, local or other governmental agency, the consumer shall provide an exemption certificate or other additional evidence that is satisfactory under the applicable laws to exempt the transaction from the applicable tax. For any assessment of taxes by a governmental jurisdiction that are properly chargeable to the consumer, the consumer will be liable for the tax as well as the interest, and will pay the tax and interest to the seller under the normal terms of payment between the parties.

DEALER TERMS AND CONDITIONS:

By purchasing Rocky Brands, Inc. products, including "Rocky®", "Georgia Boot®", "Durango®", "Michelin®", "4Eursole®", "Durango Leather Company®", "S2V Extreme®" and other acquired licensed/owned brands (hereinafter, the "Products") for retail sale, you agree to adhere to the following terms.

1. MANNER OF SALE**.** Dealer may only sell the Products as set forth herein. Sales in violation of these terms are strictly prohibited, are considered a material breach of these Terms, and may result in Rocky's immediate termination of Dealer's account, in addition to other remedies. Products sold to unauthorized persons or through unauthorized channels, including unauthorized Internet sites, shall not be eligible for certain Rocky promotions, services, and/or benefits, including, unless prohibited by law, coverage under any Rocky warranty or product guarantee .

    1.1 Dealer shall sell Products solely to Consumers of the Products. Dealer shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use or gifting.

    1.2 Dealer shall not sell or transfer any of the Products to any person or entity for re-sale without the prior written consent of Rocky®. This includes sales to B2B accounts, wholesalers, freight forwarders/drop shippers for other retailers, or any other person Dealer knows or has reason to know intends to re-sell the Products.

    1.3 Dealer shall not sell Products to customers outside the United States of America and its territories without obtaining Rocky's prior written consent.

    1.4 **Dealer shall not market for sale or sell the Products or fulfill Dealer's sales of Products on or through any website (including any online marketplace site such as Amazon or eBay) without the prior written consent of Rocky, which is granted solely through execution by Rocky® of the Rocky Brands, Inc. Domestic E-Business Agreement.** Execution by Rocky® of the Rocky Brands, Inc. Domestic E-Business Agreement constitutes the only means of providing consent to sell the Products online. No Rocky® employee or agent may authorize online sales through oral statements, other written agreement, or by any other means.

2. PRODUCT INSPECTION**.** Upon receipt of Rocky® products, Dealer shall immediately inspect the products for damage, defect, or other non-conformance. If any defect is identified, Dealer must not offer the product for sale and must report the defect to Rocky®.

3. CUSTOMER SERVICE**.** Dealer and Dealer's sales personnel shall familiarize themselves with the features of all Products kept in inventory and must obtain sufficient product knowledge to advise Consumers on how to select, properly fit, and care for the Products. Dealer must make itself available to respond to customer questions and concerns both before and after the sale of the Products and should endeavor to respond to customer inquiries within 24 hours. At all times, Dealer and Dealer's agents must represent the Products in a professional manner and refrain from any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of the Rocky® brand.

4. PRODUCT STORAGE AND HANDLING**.** Dealer shall store the products in accordance with any storage guidelines specified by Rocky®.

5. ALTERATIONS PROHIBITED**.** Dealer shall sell the products in their original packaging and refrain from altering any product or removing or altering any label or literature on or accompanying the product. Dealer shall not alter, deface, or remove any serial number, UPC code, or other identifying information on any product or product packaging.

6. RECALL AND CONSUMER SAFETY. Dealer shall cooperate with Rocky® with respect to any product recall or other consumer safety information dissemination efforts.

7. COMPLIANCE WITH APPLICABLE LAW. Dealer shall comply with all applicable laws, regulations, policies, and procedures associated with the marketing and sale of Rocky® products.

8. CONSUMER CONFUSION. Dealer shall not advertise, offer for sale, or sell any products as genuine that in fact are not, or falsely or inaccurately represent the features or functionality of any products

9. CONTACT INFORMATION. Dealer shall maintain accurate and up-to-date company information and shall promptly notify Rocky® of any change in Dealer's telephone number, mailing address, email address, or other contact information.

Initials_____ Date_____

10. INTELLECTUAL PROPERTY. Dealer acknowledges and agrees that Rocky® owns all proprietary rights in and to the Rocky® family of brands, brand names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Rocky® IP"). Dealer shall refrain from questioning or challenging the rights claimed by Rocky® in the Rocky® IP or assisting any others in doing so. Dealer is granted a limited, non-exclusive, non-transferable, revocable license to use the Rocky® IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease immediately upon termination of this Agreement. Rocky® reserves the right to review and approve, in its sole discretion, Dealer's use or intended use of the Rocky® IP at any time, without limitation. Dealer's use of the Rocky® IP shall be in conformance with any guidelines that may be provided by Rocky® and must be commercially reasonable as to the size, placement, and other manners of use. All goodwill arising from Dealer's use of the Rocky® IP shall inure solely to the benefit of Rocky.

11. TERMINATION. If Dealer breaches or threatens to breach any of these Terms, Rocky® reserves the right to terminate Dealer's account in addition to all other available remedies. Upon termination of Dealer's account, Dealer shall immediately cease selling the Products, representing itself as an Authorized Dealer of Rocky® Products, and all use of anything that may give the impression that Dealer is an Authorized Dealer of Rocky® Products or has any affiliation whatsoever with Rocky®.

12. AVAILABILITY OF INJUNCTIVE RELIEF. If there is a breach or threatened breach of paragraphs 1 through 11 of these Terms, it is agreed and understood that Rocky® shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in these Terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of these Terms. Except as otherwise provided or as the Dealer and Rocky® may otherwise agree in writing, no failure, refusal, neglect, delay, waiver, forbearance, or omission by Rocky to exercise any right(s) herein or to insist upon full compliance by Dealer with Dealer's obligations herein shall constitute a waiver of any provision or otherwise limit Rocky's® right to fully enforce any or all provisions and parts thereof.

13. MODIFICATION. Rocky® reserves the right to update, amend, or modify these Terms at any time. Unless otherwise provided, such amendments will take effect immediately and Dealer's continued use, advertising, offering for sale, or sale of the Products, use of the Rocky® IP, or use of any other information or materials provided by Rocky® to Dealer following notice of the amendments will be deemed Dealer's acceptance of the amendments.

14. Rocky® has a unilateral Minimum Advertised Price Policy ("MAP Policy") that applies to all Authorized Dealers located in the United States and its territories. This paragraph is intended to inform you of the MAP Policy. It does not constitute consideration for any part of this agreement between you and Rocky®, and does not separately constitute an agreement between you and Rocky® regarding the price you will charge your customers for the Products. Rocky® does not seek, nor will it accept, from Dealer any assurance of compliance with the MAP Policy.

Initials_____ Date_____