



STANDARD PURCHASE ORDER TERMS AND CONDITIONS
FOR COLUMBIA SPORTSWEAR CANADA LP

1. Purchase Order. You ("Seller") shall be bound by the terms and conditions of this Purchase Order ("PO") when you accept or acknowledge this PO or when you commence performance of your obligations hereunder or, in the case of a telephone confirmation, if you fail to advise Columbia in writing to the contrary within ten (10) days from the date of this PO. This PO specifically states the PO number, product or service being purchased, purchase price, quantity, shipping instructions, ship to address, and other similar information. Any different or additional terms or conditions in Seller's acknowledgment of this PO are not binding unless accepted in writing by Columbia Sportswear Canada LP ("Columbia").

2. Code of Business Conduct and Ethics. The Columbia Sportswear Company Code of Business Conduct and Ethics (the "Code") sets out basic principles to guide Seller in its dealings with or on behalf of Columbia. A copy of the Code is available at <https://investor.columbia.com/corporate-governance/governance-documents> or by request. Seller acknowledges that it has reviewed the Code, and it understands and agrees to comply with the standards applicable to it.

3. Prices; Invoicing; Payment. Columbia will pay to Seller the purchase price (which shall include shipping, packaging, labeling, custom duties and fees, local origin charges, storage, insurance, and all necessary import/export documentation fees) as set forth in this PO. Prices shall comply with applicable government regulations in effect at the time of quotation, sale and delivery. Detailed invoices referencing appropriate PO number shall be timely submitted by Seller to Columbia. Unless otherwise specified in this PO, payment shall be net 60 days from receipt of goods or receipt of an accurate invoice, whichever is later.

4. Shipping. Seller agrees to ship goods as specified in this PO. Unless otherwise specified in this PO, all shipments shall be FOB Destination with all transportation, handling and insurance charges prepaid by Seller. Liability for loss or damage will remain with Seller until final inspection and acceptance by Columbia. When shipments are FOB Origin Freight Collect, Seller must contact Columbia's transportation department for routing instructions. Goods shipped early may be returned or stored by Columbia at Seller's expense.

5. Property. Unless otherwise agreed in writing, all tools, dies, molds, patterns, jigs, fixtures and any other property furnished to Seller by Columbia, or specifically paid for by Columbia, shall be and remain the property of Columbia, shall be maintained in good condition by Seller, shall be used only in filling orders from Columbia, shall be subject to return upon Columbia's instructions, and shall be held at Seller's sole risk.

6. Warranty. Seller warrants that all goods and services supplied to Columbia (1) shall conform to this PO and any applicable specifications, drawings, samples or other requirements specified by Columbia, as well as any applicable laws, rules or regulations; (2) shall be merchantable, fit and sufficient for the particular purpose intended and free of errors, defects, liens and encumbrances; (3) shall be new, unless otherwise specified in this PO; and (4) shall not violate or infringe upon rights of any third party, including any trademark, patent, copyright or other intellectual property right. All services provided by Seller shall be performed in a timely, competent and professional manner, in accordance with all industry standards applicable to Seller. Columbia may inspect and reject nonconforming goods and may, at Columbia's sole discretion, either return such rejected goods at Seller's expense or hold them, pending Seller's reasonable instructions. Notwithstanding anything to the contrary herein, the warranties described above and all other warranties, express or implied, shall survive acceptance, non-inspection, and payment.

7. Ownership of Work Product. Columbia will own all right, title, and interest throughout the world (including patent rights, copyrights, trade secret rights, trademark rights, and all other intellectual property rights) relating to any and all inventions (whether patentable or not), works of authorship, work product, materials, content, deliverables, designations, know-how, ideas, and information made or conceived or reduced to practice, in whole or in part, by Seller in connection with (a) the services or (b) any Confidential Information (as defined in Section 12) (collectively "Work Product"). Seller shall promptly disclose and provide all Work Product to Columbia. Seller agrees, and will cause its Personnel to agree, that with respect to any Work Product that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Work Product is hereby deemed a "work made for hire" for Columbia. To the extent that any Work Product does not constitute a "work made for hire," Seller hereby irrevocably assigns, and will cause its personnel to irrevocably assign, to Columbia, in each case without additional consideration, all right, title and interest throughout the world in and to the Work Product, including all intellectual property rights therein. In addition, Seller irrevocably waives and will cause its personnel to irrevocably waive in favor of Columbia, to the extent permitted by applicable law, any and all claims Seller or such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the Work Product. Seller will further assist Columbia, at Columbia's request and expense, to further evidence, record and perfect such assignments and to perfect, obtain, maintain, enforce and defend any rights assigned. Seller hereby irrevocably designates and appoints Columbia as its agent and attorney-in-fact for and on Seller's behalf to execute and file any documents

and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Seller. If the services involve the delivery of a lecture, training course, speech, or other audio or visual performance, Seller grants to Columbia a license to record (by videotape, audio tape or both) the performance and use any such recording at Columbia's discretion. Seller is responsible for obtaining all consents, authorizations, licenses, and any other rights from third parties for the use of all names, images, materials, rights and intellectual property owned by such third parties, including rights or publicity or privacy, that are used in connection with the services or Work Product.

8. Safety. If the goods or services provided hereunder involve any risk of injury or death to persons or damage to property, Seller shall provide Columbia with a written description of the nature and extent of such risk, including a description of any precautions which should be taken to minimize risk. Seller shall provide Columbia with a Material Safety Data Sheet ("MSDS") in accordance with the requirements of the Hazardous Products Act (Canada), the Controlled Products Regulations, as amended, and various provincial and territorial occupational health and safety laws and regulations for any goods provided hereunder which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Seller will promptly provide updated MSDS documentation to reflect any changes in the composition of the goods supplied. Seller shall also label, tag or mark such goods in a manner reasonably designed to alert handlers to the hazard.

9. Limitation of Liability. Except for damages arising out of Seller's indemnification obligations under Section 10 (Indemnity), Seller's failure to comply with its obligations under Section 12 (Confidential Information), or damages arising from Seller's negligence or willful misconduct, neither party will be liable for any special, incidental, indirect, punitive, exemplary or consequential damages or loss of profits, data, business or goodwill. Columbia's liability to Seller, if any, will not exceed the actual unit cost for applicable Goods, less applicable discounts and other deductions or the total amount of fees paid for the applicable services rendered under this Agreement, as applicable.

10. Indemnity. Seller shall indemnify, defend and hold harmless Columbia and its subsidiaries, affiliates, shareholders, directors, officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to (a) any death or bodily injury to any person or damage or destruction of property caused by Seller or its directors, officers, employees, subcontractors or agents (collectively, "Agents"); (b) any negligent act or omission or willful misconduct of Seller or its Agents; (c) any claim that the goods or services provided hereunder infringe copyright, patent, trademark or any other proprietary rights; or (d) Seller's breach of any warranty or failure to otherwise comply with any provision of this PO.

11. Insurance. Without limiting Seller's indemnification of Columbia, Seller must maintain at its own expense, the following insurance: (a) Workers' Compensation insurance with statutory limits; (b) Employer's Liability insurance with limits of not less than CAD \$1 million per occurrence; (c) Commercial General Liability insurance, applicable to all premises and operations, including independent contractors, products-completed operations, personal injury and advertising injury, and contractual liability with a limit of not less than CAD \$1 million per occurrence; (d) Business Automobile Liability Insurance for any auto, including owned, non-owned, and hired autos, with a limit of not less than CAD \$1 million per accident. Policies shall be evidenced with a certificate of insurance and shall: (i) be endorsed to name Columbia and its subsidiaries as an additional insured, (ii) be written by a licensed insurer with a policyholder rating of not less than A VIII, and (iii) be endorsed to provide that Columbia shall be given 30 days' advance written notice of cancellation. Seller shall also provide Clearance Certificates from its appropriate provincial or territorial Workers' Compensation or Workplace Safety and Insurance Agency or proof of alternate coverage.

12. Confidential Information. In the course of Seller's performance hereunder, Seller may be given access to certain confidential, proprietary, secret or sensitive information relating to or owned by Columbia, including without limitation information regarding the existence and nature of this PO, the goods or services purchased hereunder, and any specification, drawing, sketch, model, sample, technical information or data ("Confidential Information"). Such Confidential Information shall be the sole and exclusive property of Columbia and shall be held in the strictest confidence by Seller. Seller shall not disclose Confidential Information unless authorized in advance by Columbia and shall use Confidential Information solely for the purpose of fulfilling its obligations hereunder.

13. Use of Columbia Trademarks. Seller shall not use the name of Columbia or its affiliates or their trademarks, directly or indirectly, in any of Seller's advertising or publicity without the prior written consent of Columbia.

14. Compliance with Laws. Seller shall comply with all applicable federal, provincial, municipal and local laws, by-laws, ordinances, rules and regulations in the performance of its obligations hereunder, including, but not limited to, trade sanctions, import and export laws, anti-corruption laws, data protection laws, environmental laws, health and safety laws, intellectual property laws, labour laws, and laws against slavery, human trafficking, forced labour and child labour.

15. Time is of the Essence. Seller agrees that time is of the essence under this PO. If this PO cannot be filled as required, Seller shall promptly notify Columbia in writing. If goods are not delivered or services are not completed by the date set forth herein, Columbia reserves the right, in addition to its other rights and remedies, to terminate this PO by notice to Seller and to charge

Seller with any loss or additional cost incurred as a result of Seller's failure to meet delivery dates. Any provisions herein for delivery of goods or provision of services by installments shall not be construed as making the obligations of Seller severable.

16. Cancellation. Columbia reserves the right at any time, with or without cause, to cancel all or any part of the undelivered portion of this PO upon advance notice to Seller. If this PO is so terminated, Seller shall be paid in accordance with the terms of this PO for goods and services delivered and accepted at the time of termination.

17. Applicable Law and Venue. This PO, and the rights and obligations contained in it, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to any conflicts of law principles, and excluding the International Sale of Goods Act (Ontario). The venue of any proceedings regarding this PO shall be in the courts for the Province of Ontario. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods...

18. Waiver. The rights and remedies herein expressly provided are cumulative and exclusive. The failure or delay by Columbia to exercise any of its rights or remedies shall not operate as a waiver.

19. Severability. The invalidity, illegality or unenforceability of any provision of this PO or the occurrence of any event rendering any portion of this PO void shall in no way affect the validity or enforceability of any other provision(s) of this PO.

20. Entire Agreement. This PO together with any other writing signed by the parties constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms of this PO shall bind Columbia unless in writing and signed by Columbia. If the terms of this PO materially alter the terms of a signed agreement between the parties, the signed agreement shall control.

21. Choice of Language: Les parties aux présentes ont formellement demandé à ce que le présent ordre d'achat et tous les documents auxquels celle-ci réfère soient rédigés en langue anglaise. The parties have specifically required that the present PO and all related documents be drafted in English.