

# QUALITY RETURNS AND WARRANTY

**Limited Warranty.** LaCrosse Footwear, Inc. ("LFI") warrants to the original end user customer, and to no other person or entity (including without limitation any direct or indirect transferees of the product from customer), that its footwear products will be free from defects in materials and workmanship and, with respect to its waterproof footwear, free from leakage in normal use, for the applicable time periods set forth below:

Style of Footwear	Length of Warranty
Footwear and apparel products (except if worn for specialty occupational or industrial purposes)	One year from date of original purchase
Specialty occupational and industrial footwear and apparel products, and any products worn for specialty occupational or industrial purposes	90 days from date of original purchase
Alpha Agility Select waders	Two years from date of original purchase

**Exclusions.** This limited warranty does not cover, and LFI shall have no obligation or liability with respect to, any damage or problems that result from:

- > Wear and tear, including wear holes, snags and worn stitching
- > Failure to adequately maintain the product, including proper cleaning and leather conditioning
- > Alterations, modifications or repair work performed by anyone other than LFI
- > Products returned beyond the applicable warranty period, or used other than in the manner intended
- > Damage caused by chemical or other foreign body contamination
- > Use of any safety toe (NMT, steel toe or alloy toe) or metatarsal guard boot after the boot has sustained an initial impact in excess of the specified ASTM rating for such boot
- > The safety toe or metatarsal guard may be shattered or otherwise damaged as a result of such impact and the boots should not thereafter be used in any environment that requires a safety toe or metatarsal guard
- > Cuts, abrasions, or damage resulting from accident, neglect, abuse, misuse or from other than normal and ordinary use of the product
- > Improper or inadequate fit (once footwear product has been worn/used)

**Exclusive Remedy: Repair or Replacement of Defective Product.** If LFI determines, after having the opportunity to evaluate the alleged defective product, that such product does not, in LFI's sole judgment, conform to this limited warranty, LFI will, at its option and in its sole discretion, either repair or replace the product without charge to customer. LFI shall have no liability or responsibility under this limited warranty beyond repair or replacement of the defective product, and repair or replacement of the defective product shall be customer's sole and exclusive remedy for breach of this limited warranty. LFI makes no warranties, and expressly disclaims all warranties, with respect to any repaired product or replacement product.

**Exercise of Limited Warranty Rights.** If customer purchased the product direct from LFI, customer must, to exercise customer's rights under this limited warranty, deliver, mail or ship the alleged defective product (postage, shipping charges and insurance prepaid) to the LFI Returns Department within the applicable warranty period, together with a copy of a dated sales receipt as proof of purchase and a brief description of the warranty problem. If customer purchased the product from an authorized LFI distributor or retailer, then all warranty claims must be made through such distributor or retailer and customer must, to exercise its rights under this limited warranty, deliver, mail or ship the alleged defective product (postage, shipping charges and insurance prepaid) to such distributor or retailer within the applicable warranty period, together with a written report setting forth the date of purchase and a brief description of the warranty problem. Customer, distributor or retailer, as applicable, must e-mail or call the LFI Returns Department (lacrossefootwear.com or 1.800.323.BOOT) and obtain a return authorization number ("R/A") before returning any alleged defective product to LFI for evaluation. No returns will be accepted for evaluation unless the product is accompanied by a LFI R/A and returned within 30 days of issuance of such R/A. Failure to comply with these procedures shall void this limited warranty.

**Disclaimer of Unstated Warranties.** THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. EXCEPT FOR THIS LIMITED WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LFI DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS LIMITED WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED OFFICER OF LFI.

**Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL LFI BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), OR ANY EXEMPLARY OR PUNITIVE DAMAGES, ARISING FROM, OR IN ANY WAY RELATED TO, THE MANUFACTURE, SALE, USE, INABILITY TO USE, OR PERFORMANCE OF ANY PRODUCTS PURCHASED FROM LFI. THIS LIMITATION AND EXCLUSION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF WHETHER DAMAGES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

**State Law and Other Jurisdiction Rights.** Some states and other jurisdictions do not allow the exclusion or limitation of indirect, special, incidental or consequential damages, so the above limitations or exclusions may not apply to customer. This limited warranty gives customer specific legal rights, and customer may also have other rights, which may vary from state to state, or jurisdiction to jurisdiction.