

**FILA**

**WORK**

APPAREL &  
FOOTWEAR

MEN'S / WOMEN'S

2023 FALL



\$75

## LANDING STEEL ST

M 8 - 13, 14

STEEL TOE.

**1SH40153** - SYNTHETIC

010 black / black / metallic silver intro: A/O



010

**1LM00982** - SYNTHETIC

248 wheat / espresso / gum intro: A/O



248

\$75

## MEMORY AT PEAKE ST

M 6.5 - 12, 13

MEMORY FOAM. STEEL TOE.

**1SH40240** - LEATHER / SYNTHETIC / MESH

010 black / black / metallic silver intro: A/O



010

\$80

## MEMORY RECKONING 7 SR ST

M 7 - 12, 13, 14

MEMORY FOAM. SLIP RESISTANT. STEEL TOE.

**1SR21264** - LEATHER / SYNTHETIC / MESH

010 black / black / metallic silver intro: A/O



010

\$75

## MEMORY WORKSHIFT SR ST

M 6.5 - 12, 13, 14, 15, 16

MEMORY FOAM. SLIP RESISTANT. STEEL TOE.

**1SG30201** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O



001

**1SGW0201 (wide)** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O

# COMPOSITE TOE

\$80

## HAIL STORM 3 MID CT

M 6.5 - 12, 13, 14, 15, 16

COMPOSITE TOE.

**1JM00121** - LEATHER / SYNTHETIC / MESH

060 castlerock / black / metallic silver intro: A/O

248 walnut / major brown / gold fusion intro: A/O



\$75

## MEMORY AT PEAKE CT

M 7 - 12, 13, 14

COMPOSITE TOE.

**1LM00119** - LEATHER / SYNTHETIC LEATHER / MESH

054 castlerock / black / vibrant orange intro: A/O

**1LW00119 (wide)** - LEATHER / SYNTHETIC LEATHER / MESH

054 castlerock / black / vibrant orange intro: A/O



\$75

## MEMORY WORKSHIFT SR CT

M 7.5 - 12, 13, 14

MEMORY FOAM. COMPOSITE TOE. SLIP RESISTANT.

**1SG30349** - LEATHER / SYNTHETIC LEATHER

001 black / black / black intro: A/O

**1SGW0349 (wide)** - LEATHER / SYNTHETIC LEATHER

001 black / black / black intro: A/O



# SLIP RESISTANT VIZ

\$80

## MEMORY BREACH 2 SR

M 7 - 12, 13, 14

MEMORY FOAM. SLIP RESISTANT.

**1LM01664** - SYNTHETIC LEATHER / SYNTHETIC NUBUCK

001 black / black / black intro: 7/1

**1LM01665** - SYNTHETIC NUBUCK

248 wheat / espresso / metallic gold intro: 7/1



\$80

## ACUMEN VIZ 2 SR

M 7 - 12, 13, 14

SLIP RESISTANT.

**1RM02253** - SYNTHETIC LEATHER / MESH

001 black / black / black intro: 7/1

**1RW02253 (wide)** - SYNTHETIC LEATHER / MESH

001 black / black / black intro: 7/1



\$80

## ADVANCE VIZ SR

M 7 - 12, 13, 14

SLIP RESISTANT.

**1RM02500** - SYNTHETIC LEATHER

001 black / black / black intro: 7/1

100 white / white / white intro: 7/1

**1RW02500 (wide)** - SYNTHETIC LEATHER

001 black / black / black intro: 7/1

100 white / white / white intro: 7/1



\$65

## MEMORY WORKSHIFT SR

M 6.5 - 12, 13, 14, 15, 16

MEMORY FOAM. SLIP RESISTANT.

**1SG30002** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O

100 white / white / white intro: A/O

**1SGW0002 (wide)** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O

100 white / white / white intro: A/O



\$80

## WEATHERTECH LT SR

M 7 - 12, 13, 14

SLIP RESISTANT.

**1HM00868** - LEATHER / SYNTHETIC

004 black / dark silver / black intro: A/O



\$75

## WEATHERTECH LT LOW SR

M 7 - 12, 13, 14

SLIP RESISTANT.

**1HM00871** - LEATHER / SYNTHETIC

004 black / dark silver / black intro: A/O



\$70

## VULC 13 SR

M 6.5 - 12, 13, 14, 15

SLIP RESISTANT.

**1LM00350** - SYNTHETIC

001 black intro: A/O



\$65

## VULC 13 LOW SR

M 7 - 12, 13, 14

SLIP RESISTANT.

**1LM00353** - SYNTHETIC

001 black intro: A/O



\$75

**LATESHIFT SR WP**

M 7 - 12, 13, 14

WATERPROOF. SLIP RESISTANT.

**1LM00670** - LEATHER / SYTHETIC / MESH

001 black / black / black intro: A/O

**1LW00670 (wide)** - LEATHER / SYTHETIC / MESH

001 black / black / black intro: A/O



001

\$70

**MEMORY LAYERS SR**

M 7 - 12, 13

MEMORY FOAM. SLIP RESISTANT.

**1LM00159** - TEXTILE / SYNTHETIC

001 black / black / black intro: A/O

**1LW00159 (wide)** - TEXTILE / SYNTHETIC

001 black / black / black intro: A/O



001

\$75

**MEMORY LAYERS  
EVO SR WR**

M 7 - 12, 13

MEMORY FOAM. SLIP RESISTANT. WATER RESISTANT.

**1LM00368** - LEATHER / SYNTHETIC / MESH

001 black / black / black intro: A/O

**1LW00353 (wide)** - LEATHER / SYNTHETIC / MESH

001 black / black / black intro: A/O



001

\$70

**MEMORY MIKE MID SR**

M 7 - 12, 13

MEMORY FOAM. SLIP RESISTANT.

**1SL15003** - SYNTHETIC

001 black / black / black intro: A/O



001

\$65

**MEMORY NITESHIFT SR**

M 6.5 - 12, 13

MEMORY FOAM. SLIP RESISTANT.

1SC60220 - SYNTHETIC

001 black / black / black intro: A/O



\$70

**MEMORY CAFFEINO SR**

M 6.5 - 12, 13, 14, 15, 16

MEMORY FOAM. SLIP RESISTANT.

1RM02527 - MICROFIBER SYNTHETIC LEATHER /  
SYNTHETIC NUBUCK

001 black / black / black intro: 7/1

052 castlerock / white / black intro: 7/1



\$85

**CHASTIZER**

M 6.5 - 12, 13

ZIPPER CLOSURE.

1LM00116 - LEATHER / SYNTHETIC / MESH

001 black / black / black intro: A/O



# STEEL TOE

\$80

## MEMORY RECKONING 8 SR ST

W 6 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT. STEEL TOE.

5LM00153 - LEATHER / SYNTHETIC / MESH

973 black / knockout pink intro: A/O



973

# COMPOSITE TOE

\$80

## MEMORY RECKONING 9 SR CT

W 6 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT. COMPOSITE TOE.

5LM00155 - LEATHER / SYNTHETIC / MESH

063 castrock / hghrise / silver intro: A/O

5LW00155 (wide) - LEATHER / SYNTHETIC / MESH

063 castrock / hghrise / silver intro: A/O

5LM00845 - LEATHER / SYNTHETIC LEATHER / MESH

020 black / coral blush / white intro: 7/1

5LW00845 (wide) - LEATHER / SYNTHETIC LEATHER / MESH

020 black / coral blush / white intro: 7/1

5LM00846 - LEATHER / SYNTHETIC LEATHER / MESH

669 primrose pink / white / metallic silver intro: 7/1

5LW00846 (wide) - LEATHER / SYNTHETIC LEATHER / MESH

669 primrose pink / white / metallic silver intro: 7/1



063



669



020

# SLIP RESISTANT VIZ

\$80

## ACUMEN VIZ 2 SR

W 6 - 10, 11, 12

SLIP RESISTANT.

5RM02306 - SYNTHETIC LEATHER / MESH

001 black / black / black intro: 7/1

5RW02306 (wide) - SYNTHETIC LEATHER / MESH

001 black / black / black intro: 7/1



001

\$80

## ADVANCE VIZ SR

W 6 - 10, 11, 12

SLIP RESISTANT.

5RM02543 - SYNTHETIC LEATHER

001 black / black / black intro: 7/1

100 white / white / white intro: 7/1

5RW02543 (wide) - SYNTHETIC LEATHER

001 black / black / black intro: 7/1

100 white / white / white intro: 7/1



001



100

# SLIP RESISTANT

\$65

## MEMORY WORKSHIFT SR

W 5 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT.

5SG30002 - LEATHER / SYNTHETIC

001 black / black / black intro: A/O

100 white / white / white intro: A/O

5SGW0002 (wide) - LEATHER / SYNTHETIC

001 black / black / black intro: A/O

100 white / white / white intro: A/O



001



100

\$70

## VULC 13 SR

W 6 - 10, 11, 12

SLIP RESISTANT.

5LM00666 - SYNTHETIC

001 black / black / black intro: A/O



001

\$65

## VULC 13 LOW SR

W 6 - 10, 11, 12

SLIP RESISTANT.

5LM00665 - SYNTHETIC

001 black / black / black intro: A/O



001



\$80

**LATESHIFT SR WP**

W 6 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT. WATERPROOF.

**5LM00678** - LEATHER / SYTHETIC / MESH

001 black / black / black intro: A/O

**5LW00678 (wide)** - LEATHER / SYTHETIC / MESH

001 black / black / black intro: A/O



\$75

**MEMORY LAYERS  
EVO SR WR**

W 6 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT. WATER RESISTANT.

**5LM00553** - LEATHER / SYNTHETIC / MESH

001 black / black / black intro: A/O

**5LW00353 (wide)** - LEATHER / SYNTHETIC / MESH

001 black / black / black intro: A/O



\$70

**MEMORY LAYERS SR**

W 6 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT.

**5LM00160** - TEXTILE / SYNTHETIC

001 black / black / black intro: A/O

**5LW00160 (wide)** - TEXTILE / SYNTHETIC

001 black / black / black intro: A/O



\$70

**MEMORY FLUX SR**

W 5 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT.

**5SG30033** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O

**5SGW0033 (wide)** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O



\$65

**MEMORY RADIANCE SR**

W 6 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT.

**5SX60049** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O

**5SXW0049 (wide)** - LEATHER / SYNTHETIC

001 black / black / black intro: A/O



\$60

**MEMORY ELLERAY 5 SR**

W 5 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT.

**5SG30105** - SYNTHETIC

001 black / black / black intro: A/O

**5SGW0105 (wide)** - SYNTHETIC

001 black / black / black intro: A/O



001

\$55

**MEMORY VIABLE SR**

W 5 - 10, 11, 12

MEMORY FOAM. SLIP RESISTANT.

**5SL15000** - SYNTHETIC

001 black / black / black intro: A/O

100 white / white / white intro: A/O

**5SLW5000 (wide)** - SYNTHETIC

001 black / black / black intro: A/O

100 white / white / white intro: A/O



001



100

**HI VIS SHORT SLEEVE TOP**

FLATBACK MESH: 100% POLYESTER

FMT0535 | \$14  
M-\$XL



740 safety yellow .....A/O  
801 bright orange .....A/O

**HI VIS VEST**

OPEN HOLE MESH: 100% POLYESTER

FMV0537 | \$14  
M-4XL



740 safety yellow .....A/O  
801 bright orange .....A/O



**HI VIS LONG SLEEVE POCKET TOP**

FLATBACK MESH: 100% POLYESTER

FMT0774 | \$18  
M-4XL



- 740 safety yellow .....A/0
- 801 bright orange .....A/0



**HI VIS PULLOVER HOODIE**

FLEECE: 100% POLYESTER

FMJ1229 | \$30  
S-4XL



- 740 safety yellow .....A/0
- 801 bright orange .....A/0



**HI VIS REFLECTIVE PULLOVER HOODIE**

FLEECE: 100% POLYESTER

FMJ1401 | \$32  
M-4XL



- 740 safety yellow .....A/0



**HI VIS HOODIE**

FLEECE: 100% POLYESTER

FMJ8507B | \$35  
M-4XL



- 740 safety yellow / black .....A/0
- 801 bright orange / black .....A/0



**HI VIS HOODED FIELD JACKET**

TAFFETA: 100% POLYESTER

FMJ9655 | \$45  
M-4XL



740 safety yellow / black.....A/0



**HI VIS HOODED BOMBER JACKET**

OXFORD: 100% POLYESTER

FMJ9810 | \$56  
M-4XL



740 safety yellow / black.....A/0  
801 bright orange / black.....A/0

**WORKWEAR POCKET TEE**

JERSEY: 100% COTTON

FMT1236 | \$15  
M-4XL



001 black.....A/0  
073 grey heather.....A/0  
355 forest night.....A/0  
975 desert khaki.....A/0

**WORKWEAR LONG SLEEVE POCKET TEE**

JERSEY: 100% COTTON

FMT1237 | \$20  
M-4XL



001 black.....A/0  
073 grey heather.....A/0  
355 forest night.....A/0  
975 desert khaki.....A/0



**CANVAS VEST**  
DUCK CANVAS: 100% COTTON

FMV4604 | \$50  
M-2XL



971 chestnut.....A/0



**HOODED BOMBER**  
DUCK CANVAS: 100% COTTON

FMJ4601A | \$70  
M-4XL



001 black.....A/0  
971 chestnut.....A/0

**SHERPA LINED FULL ZIP HOODIE**  
HEAVY FLEECE: 60% COTTON / 40% POLYESTER  
LINING: 100% POLYESTER

FMT1240 | \$50  
M-4XL



355 forest night / desert khaki.....A/0  
975 desert khaki / grey.....A/0

**UNLINED CARPENTER PANT**  
CANVAS: 98% COTTON / 2% SPANDEX

FMP0780L | \$35  
FMP0780R | \$35  
32"-42"

FMP0780L: inseam: 32"  
FMP0780R: inseam: 30"



001 black.....A/0  
971 chestnut.....A/0



**FLANNEL LINED CARPENTER PANT**

CANVAS: 98% COTTON / 2% SPANDEX

FMP9751L: inseam: 32"  
FMP9751R: inseam: 30"

FMP9751L | \$42  
FMP9751R | \$42  
32"-42"

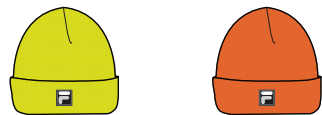


- 001 black .....A/O
- 971 chestnut.....A/O

**HI VIS KNIT BEANIE**

KNIT: 100% ACRYLIC

FMX1407 | \$12  
ONE SIZE



- 740 safety yellow .....A/O
- 801 bright orange .....A/O

**UNISEX SCRUB TOP**

WOVEN STRETCH POLY: 95% POLYESTER / 5% SPANDEX

FMT1397 | \$35  
XS-3XL



- 001 black .....A/O
- 075 dark grey heather.....A/O
- 410 peacoat .....A/O

**UNISEX SCRUB PANT**

WOVEN STRETCH POLY: 95% POLYESTER / 5% SPANDEX

FMP1398 | \$35  
XS-3XL



- 001 black .....A/O
- 075 dark grey heather.....A/O
- 410 peacoat .....A/O





steel toe



st sr memory foam + COOLMAX® fiber



sr memory foam + COOLMAX® fiber



slip resistant



st memory foam + COOLMAX® fiber



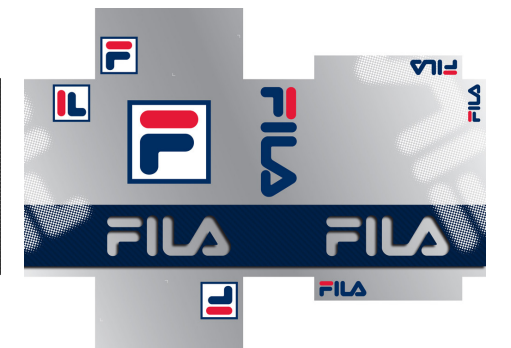
sr memory foam + COOLMAX® fiber



slip resistant memory foam



composite toe sr memory foam



standard





















sr memory foam + COOLMAX® fiber








COOLMAX® is a trademark of INVSTA.



SHOE	COMPOSITE TOE	STEEL TOE	SLIP RESISTANT	MEMORY FOAM
LANDING STEEL ST 		●		
MEMORY RECKONING 7 SR ST 		●	●	●
MEMORY AT PEAK ST 		●		●
MEMORY WORKSHIFT SR ST 		●	●	●
HAIL STORM 3 MID CT 	●			
MEMORY AT PEAK CT 	●			●
MEMORY WORKSHIFT SR CT 	●		●	●
MEMORY BREACH 2 SR 			●	●
ACUMEN VIZ 2 SR 			●	
ADVANCE VIZ SR 			●	
MEMORY WORKSHIFT SR 			●	●

SHOE	COMPOSITE TOE	STEEL TOE	SLIP RESISTANT	MEMORY FOAM
WEATHERTECH LT SR 			●	
WEATHERTECH LT LOW SR 			●	
VULC 13 SR 			●	
VULC 13 LOW SR 			●	●
LATESHIFT SR WP 			●	
MEMORY LAYERS EVO SR WR 			●	●
MEMORY LAYERS SR 			●	●
MEMORY MIKE MID SR 			●	●
MEMORY NITESHIFT SR 			●	●
MEMORY CAFFEINO SR 			●	●
CHASTIZER 				

SHOE	COMPOSITE TOE	STEEL TOE	SLIP RESISTANT	MEMORY FOAM
MEMORY RECKONING 8 SR ST 		●	●	●
MEMORY RECKONING 9 SR CT 	●		●	●
ACUMEN VIZ 2 SR 			●	
ADVANCE VIZ SR 			●	
MEMORY WORKSHIFT SR 			●	●
VULC 13 SR 			●	
VULC 13 LOW SR 			●	

SHOE	COMPOSITE TOE	STEEL TOE	SLIP RESISTANT	MEMORY FOAM
LATESHIFT SR WP 			●	
MEMORY LAYERS EVO SR WR 			●	●
MEMORY LAYERS SR 			●	●
MEMORY FLUX SR 			●	●
MEMORY RADIANCE SR 			●	●
MEMORY ELLERAY 5 SR 			●	●
MEMORY VIABLE SR 			●	●

### SW HEADER SIGN

1 PER BOX

MA000156



### LOGO BLOCK

1 PER BOX

MA000157



### SW SHOE SHELF

10 PACK. ORDER 1 TO GET 10

MA000155



### WORK POP KIT

1 HEADER. 1 BLOCK. 10 SHELVES. 1 WINDOW CLING.

MA000154



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1. Governing Terms. The following terms and conditions supplement the terms and conditions contained in the Account Application(s) submitted by Buyer to FILA U.S.A., INC. ("FILA"). Any terms and conditions specified in any purchase order of Buyer or any other communication of Buyer to FILA which are inconsistent or conflict with the terms and conditions contained herein shall be superseded by the terms and conditions contained herein and shall not be binding upon FILA except as otherwise expressly agreed by FILA in writing. THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE DEEMED ACCEPTED AND AGREED TO BY BUYER UPON BUYER'S EXECUTION OF THIS AGREEMENT AND, IN ANY EVENT, UPON ACCEPTANCE OF DELIVERY OF ANY OR ALL PRODUCTS COVERED BY THIS AGREEMENT.

2. Prices. The prices set forth herein constitute the effective prices for the FILA products covered hereby notwithstanding any prior lists, prior written quotation of prices, and/or oral quotations of prices set forth in any purchase order.

3. Terms of Payment. The terms of payment shall be as set forth on the face of this Agreement. If the products are delivered in installments, Buyer shall pay for each installment in accordance with the terms of payment hereof. If any shipment is delayed by Buyer, payments are due from the date FILA is prepared to make such shipment. A late charge of 1.5% per month or the maximum rate permitted by law shall be assessed on invoice balances not paid when due. If the financial condition of the Buyer at any time does not, in the sole judgment of FILA, justify extending credit to Buyer on the terms of payment agreed upon, FILA may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Buyer or in the event any proceeding is brought against FILA, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, FILA shall be entitled to cancel any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursements for its reasonable and proper cancellation charges. The rights of FILA under this paragraph are cumulative and in addition to all rights available to FILA at law or in equity.

4. Transshipment/Diversion. Buyer shall resell FILA product only to consumers and only from those locations, including without limitation internet sites, expressly authorized by FILA. Locations listed on Buyer's Account Application are the only approved locations. In the event additional outlets, stores or internet sites are opened or acquired by Buyer, Buyer must submit a separate Account Application in each instance. For purposes hereof, "consumers" is defined to mean individuals who purchase, use and dispose of products for personal, family or household purposes with no intent of resale. Such limitation is designed to serve FILA's need to preserve its sales and merchandising programs, which are themselves necessary and designed not only to promote and enhance FILA products but to avoid dilution of the FILA image, trademarks and trade name and to assist in the prevention of unlawful and/or unauthorized use of genuine or copies thereof. Buyer also agrees it shall not remove, obscure or obliterate any bar codes or other FILA tags or markings appearing on FILA's products. Violation of this provision shall constitute grounds for, without limitation, termination of Buyer's account.

5. Title. All FILA products purchased hereunder will be shipped F.O.B. shipping point. Title to the products and all risk of loss or damage with respect thereto will pass and be borne by Buyer upon delivery by FILA to the carrier. All shipping and insurance charges shall be borne by Buyer. To secure payment by Buyer of the amounts due to FILA for products shipped hereunder, Buyer hereby grants to FILA a security interest in such products as and when title thereto passes to Buyer.

6. LIMITED WARRANTY. FILA WARRANTS THAT ITS PRODUCTS, AT THE TIME OF SHIPMENT, ARE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS. FILA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER.

7. Returns. Returns are subject to the approval and authorization of FILA in its sole and absolute discretion. Return requests must be submitted in writing to FILA's main offices in Sparks, Maryland, and must be accompanied by an order number or invoice number. No return request shall be considered or accepted unless made within 30 days of delivery of product to Buyer. UNAUTHORIZED RETURNS WILL NOT BE ACCEPTED. Buyer is responsible for all shipping and handling charges incurred in returning a product. Authorized returns must be returned to the original point of origin in the same condition in which they were received by Buyer. All sales of close-outs, irregulars, seconds, or B-grade products are final.

8. Cancellations. Cancellation requests are subject to the approval of FILA in its sole and absolute discretion. No cancellation request shall be considered unless submitted in writing to FILA's main offices in Sparks, Maryland, at least 45 days before the earliest shipment date specified on the order. Cancellations may affect volume discounts and may be subject to processing fees. Notwithstanding anything to the contrary FILA may cancel or reduce quantities to be delivered at any time or from time-to-time in its sole discretion and without cause effective upon oral or written notice to Buyer by telephone or otherwise. Upon such cancellation, FILA shall have no further obligation with respect to this contract nor shall FILA be liable for damages of any kind, including but not limited to consequential damages, provided however, that cancellation shall not be deemed a waiver of FILA's rights to demand performance by Buyer of any obligation of Buyer pursuant hereto, accrued up to the date of cancellation.

9. Back Orders. Back orders will be filled for ten (10) pairs or more per style unless otherwise indicated. All back orders not filled within sixty (60) days will be canceled.

10. Transportation Mode/Delivery Dates. Except as otherwise provided on the face of this Agreement or directed by Buyer in writing, FILA will select the shipping carrier in its discretion and will make all shipments freight collect. Delivery dates acknowledged by FILA are estimates only of the dates on which the products will be shipped and are non-binding on FILA. Failure to deliver pursuant to said delivery dates for any reason whatsoever, whether in FILA's control or not, shall not be cause for cancellation by Buyer or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages against FILA. FILA shall exercise its best efforts to notify the Buyer of any material delay in delivery.

11. Taxes. The prices herein do not include any sales, use and/or other taxes payable in respect of the products shipped hereunder. Buyer agrees to pay and all such taxes as the same become due and as the context may require, exclusive, however, of personal property taxes, franchise taxes, corporate excise taxes, and income taxes levied upon FILA. If FILA is obligated to collect any tax for which Buyer is responsible hereunder, such tax shall be added to the invoice price and paid by Buyer in accordance with payment terms hereof.

12. Substitution and Modification of Goods. FILA may modify the specifications of any products ordered hereunder and may substitute products manufactured to such modified specifications for those specified herein provided such modified goods substantially conform to Buyer's order.

13. No Rights in Design. No right in the quality, construction, or design of goods covered by this Agreement passes to Buyer except as an integral part of the goods. As a special inducement to FILA, Buyer agrees not to copy or reproduce or permit any other party to copy or reproduce any such design.

14. LIMITATION OF LIABILITY. FILA SHALL NOT BE LIABLE TO Buyer FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF FILA IN CONNECTION WITH THIS AGREEMENT.

15. Governing Law. The parties' business relationship shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Maryland, without regard to conflict of law principles. Judicial proceedings regarding any matter arising under the terms of or otherwise relating to Buyer's account shall be brought solely in the federal or local courts of the State of Maryland. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.

16. CONFESSION OF JUDGMENT. UPON BUYER'S FAILURE TO PAY FILA ANY INDEBTEDNESS OWED BY BUYER TO FILA WHEN DUE, BUYER HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY DESIGNATED BY FILA OR ANY CLERK OF ANY COURT OF RECORD TO APPEAR FOR BUYER IN ANY COURT OF RECORD AND CONFESS JUDGMENT AGAINST BUYER WITHOUT PRIOR HEARING, IN FAVOR OF FILA FOR AND IN THE AMOUNT OF ALL INDEBTEDNESS OF BUYER TO FILA THEN OUTSTANDING PLUS COSTS OF SUIT AND ATTORNEYS' FEES IN AN AMOUNT EQUAL TO 10% OF SUCH INDEBTEDNESS. SUCH AUTHORITY AND POWER MAY BE EXERCISED ON ONE OR MORE OCCASIONS, FROM TIME TO TIME, IN THE SAME OR DIFFERENT JURISDICTIONS, AS OFTEN AS FILA SHALL DEEM NECESSARY OR DESIRABLE, FOR ALL OF WHICH THIS INSTRUMENT SHALL BE A SUFFICIENT WARRANT.

17. Arbitration. Any claim or demand arising out of a dispute or controversy between FILA and Buyer in which the amount in controversy is \$50,000 or less, other than any confession of judgment proceeding instituted by FILA or any action by FILA to enjoin any unauthorized use of its trademarks, shall be decided by a single arbitrator under the Rules of the American Arbitration Association in Baltimore City, Maryland. The award rendered by the arbitrator shall be final and binding on both parties and judgment on such award may be entered by either party in any court of competent jurisdiction. Nothing herein contained shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of these terms and conditions.

18. Attorneys' Fees. Buyer shall reimburse FILA for all costs, attorney fees, legal expenses and collection agency fees incurred in connection with the enforcement by FILA of any right or remedy of FILA hereunder, including without limitation the collection by FILA of any indebtedness owed by Buyer to FILA.

19. NO ASSIGNMENT. BUYER MAY NOT ASSIGN OR TRANSFER ANY OF ITS RIGHTS OR OBLIGATIONS WITH RESPECT TO BUYER'S ACCOUNT WITHOUT THE PRIOR WRITTEN CONSENT OF FILA, WHICH CONSENT MAY BE WITHHELD BY FILA IN ITS SOLE AND ABSOLUTE DISCRETION. ANY ASSIGNMENT OR TRANSFER PROHIBITED BY THIS PARAGRAPH SHALL BE NULL AND VOID. IF BUYER IS A CORPORATE ENTITY, ANY SALE OR TRANSFER OF A CONTROLLING INTEREST IN BUYER SHALL CONSTITUTE AN ASSIGNMENT FOR PURPOSES OF THIS PARAGRAPH.

20. No Waiver. No failure on the part of FILA to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by FILA of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

21. Non-Exclusive Remedies. No remedy or right herein conferred upon, or reserved to, FILA is intended to be the exclusion of any remedy or right, but each and every such remedy or right shall be cumulative, and shall be in addition to every other remedy or right given hereunder now or hereafter existing at law or in equity.

22. Entire Agreement. This Agreement and Buyer's related Account Application(s) constitute the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded. These terms and conditions may be amended or modified only by a written instrument signed by both parties. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term or condition hereof.

23. Incorporation by Reference. Terms and conditions relating to the purchase and sale of FILA products in any electronic data interchange (EDI) or similar agreement published or otherwise communicated to Buyer by FILA in any catalog, invoice, credit application, order confirmation, or other written or electronic instrument in the normal course of business ("FILA Commercial Terms"), are incorporated by reference herein as if set forth in full. In the event of any conflict between the FILA Commercial Terms and any term or condition set forth herein, the term or condition set forth herein shall govern.

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