

SKECHERS USA, INC.'S ("SKECHERS") \$5,000 SLIP & FALL WARRANTY

LIMITED WARRANTY

Subject to the terms and conditions set forth below, SKECHERS hereby agrees to reimburse a participating Company ("Company") for any workers compensation claims paid by the Company relative to personal injuries suffered by an employee of the Company resulting from slip and fall accidents that occur while the employee is wearing SKECHERS slip resistant shoes with Lightweight Athletic Slip Resistant Soles or Service Slip Resistant Soles ("SKECHERS Slip Resistant Footwear").

CONDITIONS AND EXCEPTIONS:

1. In order for this Limited Warranty to apply, at the time of the accident, the employee must have been wearing SKECHERS Slip Resistant Footwear that was purchased no more than six (6) months prior to the date of the accident (a) through the Company's SKECHERS B2B Program; or (b) by the Company directly for its employees.
2. The following occurrences are specifically excluded and not covered by this Limited Warranty: where the employee slips or falls (a) on an icy surface, (b) in a cooler, freezer, or other sub-freezing area, (c) due to obstacles or other objects (including food particles) on the floor, or (d) due to the employee's, Company's or a third-party's negligent, reckless or otherwise wrongful acts.
3. The maximum individual claim is limited to the lesser of either \$5,000 or the completed claim amount.
4. Maximum total reimbursement for the calendar year is limited to twenty percent (20%) of the net purchases of SKECHERS Slip Resistant Footwear (a) by Company's employees through the Company's SKECHERS B2B Program; or (b) by the Company directly for its employees.
5. This Limited Warranty is only effective for slips and falls that occur on the floor at the Company's workplace while the employee is engaged in ordinary, every-day work activities.
6. SKECHERS reserves the right to require written certification by the Company and/or employee confirming any of the above conditions on forms provided by SKECHERS.

CLAIMS AND PROCEDURES:

Upon occurrence of any accident covered under this Limited Warranty, the Company must report the same directly to SKECHERS on forms to be provided by SKECHERS, which report must be received by SKECHERS within twenty-one (21) days of the occurrence of such accident. Failure to so notify SKECHERS within said time period, will result in denial of the claim.

TERMINATION:

This Limited Warranty may be canceled by SKECHERS upon sixty (60) days written notice. Upon termination, all of SKECHERS' obligations under this Limited Warranty, except those obligations relating to SKECHERS Slip Resistant Footwear that has already been purchased (a) by Company's employees through the Company's SKECHERS B2B Program ; (b) by the Company directly for its employees, shall immediately cease and terminate.

VENUE:

This Limited Warranty shall be governed by the laws of the state of California. The venue for any action arising out of this agreement shall lie in Los Angeles County, California.