

MOZO® Slip & Fall Limited Warranty: Limitations, Conditions & Exceptions

LIMITED WARRANTY

MOZO® hereby agrees to reimburse a qualifying Company for any direct medical expenses of up to a maximum of \$5,000 paid by Coom slip and fall accidents while wearing shoes purchased from MOZO®. Limitations, Conditions and Exceptions apply.

LIMITATIONS, CONDITIONS AND EXCEPTIONS:

1. The maximum individual claim is up to \$5,000, limited to 20% of the Company's year –to date purchases from MOZO® during the calendar year in which the accident occurred.
2. MOZO® will provide reimbursement for direct medical expenses only. Claims for anything other than direct medical expenses will not be considered for reimbursement, including but not limited to expenses due to time lost at work. Any direct medical expenses reimbursed by insurance will not be eligible for reimbursement under this Limited Warranty.
3. The Limited Warranty applies for a period of twelve (12) months from the purchase of MOZO® shoes through the MOZO® Payroll Deduction Plan, unless otherwise terminated. Employee must have been wearing MOZO® shoes at the time of the accident.
4. Accidents occurring due to solid obstacles on the floor, or on ice surfaces, in freezers, coolers, or sub-zero environments are specifically excluded. Acceptable obstacles include, but are not limited to: water, grease, liquefied fats, and synthetic lubricants.
5. The Limited Warranty may be cancelled by MOZO® if the Company is more than sixty (60) days delinquent at any time on any invoice(s) from MOZO®.
6. MOZO® reserves the right to require written verification by the employee confirming any of the above conditions on form(s) provided by MOZO®.



7. The Limited Warranty is only effective for slips and falls that occur on a level floor within the Company workplace.

8. Stairs are excluded from coverage in any form within the context of the Limited Warranty.

9. MOZO® will not provide any reimbursement on closed claims.

10. All claims must be submitted in accordance with the MOZO® Claims Procedures and Claim Instructions in order to be considered for reimbursement.

CLAIMS PROCEDURES:

Upon occurrence of any accident covered hereunder, Company must report the same to MOZO® (on form(s) to be provided by MOZO®) which report must be received by MOZO® within twenty-one (21) days of the occurrence of such accident. Failure to so notify within the stated time period will result in denial of the claim.

TERMINATION:

This Limited Warranty shall be automatically cancelled with respect to all shoes purchased by Company upon the termination of the employee Payroll Deduction Plan with MOZO®.

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 Santa Barbara, California.

MOZO, Inc., a wholly-owned subsidiary of Deckers Outdoor Corporation, a California corporation





MOZO® WARRANTY CLAIM INSTRUCTIONS

When a manager at one of your facilities informs you that an employee has had a slip and fall accident while wearing MOZO® shoes purchased under the Payroll Deduction Plan, please submit the following within twenty-one (21) days of the accident:

- The MOZO® Slip and Fall Accident Report completed, signed and notarized by the facility manager where the accident occurred
- A copy of your Company's internal Worker's Compensation Claim

Send a copy of the paid Worker's Compensation Claim to MOZO, Inc. for processing as soon as it is available.

MOZO® may reimburse up to a maximum of \$5,000 per accident, limited to 20% of the Company's year-to-date purchases from MOZO® during the calendar year in which the accident occurred. Once a copy of the paid Worker's Compensation Claim has been received, reimbursement for qualifying claims will be made for direct medical expenses only. (Please see the Limited Warranty for details.)

Please send the completed forms to:

MOZO, Inc.

495-A South Fairview Ave.

Goleta, CA 93117

Note: To qualify for the MOZO® Slip & Fall Limited Warranty, all claims for reimbursement must include employee's name and employee's ID number to verify purchase of MOZO® footwear under the Payroll Deduction Plan.

August 30, 2010

