

REFINITIV

DELTA REPORT

10-Q

COLM - COLUMBIA SPORTSWEAR CO
10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	2441
CHANGES	202
DELETIONS	1409
ADDITIONS	830

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **March 31, 2024** **June 30, 2024**

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 000-23939

COLUMBIA SPORTSWEAR COMPANY

(Exact name of registrant as specified in its charter)

Oregon

(State or other jurisdiction of incorporation or organization)

93-0498284

(IRS Employer Identification Number)

14375 Northwest Science Park Drive, Portland Oregon 97229

(Address of principal executive offices and zip code)

(503) 985-4000

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class

Trading Symbol(s)

Name of each exchange on which registered

Common Stock

COLM

The NASDAQ Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☒ Accelerated filer ☐
Non-accelerated filer ☐ Smaller reporting company ☐
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒


The number of shares outstanding of the registrant's common stock on **April 19, 2024** **July 19, 2024** was 59,124,030. was 58,552,010.

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of federal securities laws. Forward-looking statements often use words such as "will", "anticipate", "estimate", "expect", "should", "may", "believe" and other words and terms of similar meaning or reference future dates. Forward-looking statements include any statements related to our expectations regarding the effectiveness of our investments, future performance or market position, the promotional environment, our utilization of temporary clearance locations, storage and processing capacity, inventory levels, inventory carrying costs, shipment timing, consumer and customer spending and preferences, freight charges, scale efficiencies, inflationary pressures, foreign currency translation, the geopolitical environment, consumer and customer behaviors and expectations, the regulatory environment, the impact of seasonal trends, materiality of legal matters, risk management strategies, the performance of our profit improvement program, capital expenditures, our short and long-term cash needs and our ability to meet those needs, amortization expenses, and maturities of liabilities.

These forward-looking statements, and others we make from time to time expressed in good faith, are believed to have a reasonable basis; however, each forward-looking statement involves risks and uncertainties. Many factors may cause actual results to differ materially from projected results in forward-looking statements, including the risks described in Part II, Item 1A of this Quarterly Report on Form 10-Q. Forward-looking statements are inherently less reliable than historical information. Except as required by law, we do not undertake any duty to update forward-looking statements after the date they are made or to conform them to actual results or to changes in circumstances or to reflect changes in events, circumstances or expectations. New factors emerge from time to time and it is not possible for us to predict or assess the effects of all such factors or the extent to which any factor, or combination of factors, may cause results to differ materially from those contained in any forward-looking statement.

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PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

		March 31, 2024	December 31, 2023	March 31, 2023	(in thousands)	June 30, 2024	December 31, 2023	June 30, 2023
(in thousands)	(in thousands)							
ASSETS								
Current Assets:								
Current Assets:								
Current Assets:								
Cash and cash equivalents								
Cash and cash equivalents								
Cash and cash equivalents								
Short-term investments								
Short-term investments								
Short-term investments								
Accounts receivable, net of allowance of \$6,260, \$5,450 and \$5,200, respectively								
Accounts receivable, net of allowance of \$6,260, \$5,450 and \$5,200, respectively								
Accounts receivable, net of allowance of \$6,260, \$5,450 and \$5,200, respectively								
Accounts receivable, net of allowance of \$5,878, \$5,450 and \$4,979, respectively								
Accounts receivable, net of allowance of \$5,878, \$5,450 and \$4,979, respectively								
Accounts receivable, net of allowance of \$5,878, \$5,450 and \$4,979, respectively								
Inventories								
Prepaid expenses and other current assets								
Prepaid expenses and other current assets								
Prepaid expenses and other current assets								
Total current assets								
Property, plant and equipment, net of accumulated depreciation of \$681,497, \$671,929 and \$635,256, respectively								
Property, plant and equipment, net of accumulated depreciation of \$681,497, \$671,929 and \$635,256, respectively								
Property, plant and equipment, net of accumulated depreciation of \$681,497, \$671,929 and \$635,256, respectively								
Property, plant and equipment, net of accumulated depreciation of \$689,511, \$671,930 and \$644,585, respectively								
Property, plant and equipment, net of accumulated depreciation of \$689,511, \$671,930 and \$644,585, respectively								
Property, plant and equipment, net of accumulated depreciation of \$689,511, \$671,930 and \$644,585, respectively								
Operating lease right-of-use assets								
Intangible assets, net								
Goodwill								
Deferred income taxes								
Other non-current assets								
Total assets								
LIABILITIES AND EQUITY								
Current Liabilities:								
Current Liabilities:								
Current Liabilities:								
Accounts payable								

Accounts payable
Accounts payable
Accrued liabilities
Operating lease liabilities
Income taxes payable
Total current liabilities
Total current liabilities
Total current liabilities
Non-current operating lease liabilities
Non-current operating lease liabilities
Non-current operating lease liabilities
Income taxes payable
Deferred income taxes
Other long-term liabilities
Total liabilities
Commitments and contingencies (Note 4)
Shareholders' Equity:
Shareholders' Equity:
Shareholders' Equity:
Preferred stock; 10,000 shares authorized; none issued and outstanding
Preferred stock; 10,000 shares authorized; none issued and outstanding
Preferred stock; 10,000 shares authorized; none issued and outstanding
Common stock (no par value); 250,000 shares authorized; 59,473, 59,996 and 62,076 issued and outstanding, respectively
Common stock (no par value); 250,000 shares authorized; 59,473, 59,996 and 62,076 issued and outstanding, respectively
Common stock (no par value); 250,000 shares authorized; 59,473, 59,996 and 62,076 issued and outstanding, respectively
Common stock (no par value); 250,000 shares authorized; 58,752, 59,996 and 61,358 issued and outstanding, respectively
Common stock (no par value); 250,000 shares authorized; 58,752, 59,996 and 61,358 issued and outstanding, respectively
Common stock (no par value); 250,000 shares authorized; 58,752, 59,996 and 61,358 issued and outstanding, respectively
Retained earnings
Accumulated other comprehensive income (loss)
Accumulated other comprehensive loss
Total shareholders' equity
Total liabilities and shareholders' equity

See accompanying notes to unaudited condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)		
	Three Months Ended March 31,	
	Three Months Ended March 31,	
	Three Months Ended March 31,	

	Three Months Ended June 30,	
	Three Months Ended June 30,	
	Three Months Ended June 30,	Six Months Ended June 30,

(in thousands, except per share amounts)

Net sales
Net sales
Net sales
Cost of sales
Cost of sales
Cost of sales
Gross profit
Gross profit
Gross profit
Selling, general and administrative expenses
Selling, general and administrative expenses
Selling, general and administrative expenses
Net licensing income
Net licensing income
Net licensing income
Operating income
Operating income
Operating income
Operating income (loss)
Operating income (loss)
Operating income (loss)
Interest income, net
Interest income, net
Interest income, net
Other non-operating income, net
Other non-operating income, net
Other non-operating income, net
Income before income tax
Income before income tax
Income before income tax
Income tax expense
Income tax expense
Income tax expense
Net income
Net income
Net income
Other non-operating income (expense), net
Other non-operating income (expense), net
Other non-operating income (expense), net
Income (loss) before income tax
Income (loss) before income tax
Income (loss) before income tax
Income tax expense (benefit)
Income tax expense (benefit)
Income tax expense (benefit)
Net income (loss)
Net income (loss)

Net income (loss)
Earnings per share:
Earnings (loss) per share:
Earnings per share:
Earnings (loss) per share:
Earnings per share:
Earnings (loss) per share:
Basic
Basic
Basic
Diluted
Diluted
Diluted

Weighted average shares outstanding:

Weighted average shares outstanding:

Weighted average shares outstanding:

Basic
Basic
Basic
Diluted
Diluted
Diluted

See accompanying notes to unaudited condensed consolidated financial statements.

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CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME **LOSS** (Unaudited)

(in thousands)	Three Months Ended March 31,	
	2024	2023
Net income	\$ 42,300	\$ 46,202
Other comprehensive income (loss):		
Change in available-for-sale securities (net of tax effect of \$46)	(145)	—
Change in derivative transactions (net of tax effects of \$(3,435) and \$2,710, respectively)	9,777	(5,421)
Foreign currency translation adjustments (net of tax effects of \$187 and \$(78), respectively)	(14,987)	1,480
Other comprehensive income (loss)	(5,355)	(3,941)
Comprehensive income	\$ 36,945	\$ 42,261

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Net income (loss)	\$ (11,741)	\$ 8,350	\$ 30,559	\$ 54,552
Other comprehensive income (loss):				
Change in available-for-sale securities (net of tax effect of \$46)	—	—	(145)	—
Change in derivative transactions (net of tax effects of \$(1,550), \$(611), \$(4,985) and \$2,099, respectively)	4,057	(726)	13,834	(6,147)

Foreign currency translation adjustments (net of tax effects of \$162, \$35, \$349 and \$(43), respectively)	(7,876)	(6,028)	(22,863)	(4,548)
Other comprehensive income (loss)	(3,819)	(6,754)	(9,174)	(10,695)
Comprehensive income (loss)	<u>\$ (15,560)</u>	<u>\$ 1,596</u>	<u>\$ 21,385</u>	<u>\$ 43,857</u>

See accompanying notes to unaudited condensed consolidated financial statements.

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[Notes to unaudited Condensed Consolidated Financial Statements](#)

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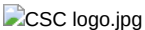
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

	Three Months Ended March 31, Three Months Ended March 31, Three Months Ended March 31,				
	Six Months Ended June 30, Six Months Ended June 30, Six Months Ended June 30,				
(in thousands)	(in thousands)	2024	2023	(in thousands)	2024 2023
Cash flows from operating activities:					
Net income					
Net income					
Net income					
Adjustments to reconcile net income to net cash provided by operating activities:					
Depreciation and amortization					
Depreciation and amortization					
Depreciation and amortization					
Non-cash lease expense					
Provision for uncollectible accounts receivable					
Deferred income taxes					
Stock-based compensation					
Other, net					
Changes in operating assets and liabilities:					
Accounts receivable					
Accounts receivable					
Accounts receivable					
Inventories					
Prepaid expenses and other current assets					
Other assets					
Accounts payable					
Accrued liabilities					
Income taxes payable					
Operating lease assets and liabilities					
Other liabilities					
Net cash provided by operating activities					
Cash flows from investing activities:					
Purchases of short-term investments					

Purchases of short-term investments
Purchases of short-term investments
Sales and maturities of short-term investments
Capital expenditures
Net cash provided by (used in) investing activities
Net cash provided by (used in) investing activities
Net cash provided by (used in) investing activities
Cash flows from financing activities:
Proceeds from credit facilities
Proceeds from credit facilities
Proceeds from credit facilities
Repayments on credit facilities
Proceeds from issuance of common stock related to stock-based compensation
Proceeds from issuance of common stock related to stock-based compensation
Proceeds from issuance of common stock related to stock-based compensation
Tax payments related to stock-based compensation
Repurchase of common stock
Cash dividends paid
Cash dividends paid
Cash dividends paid
Net cash used in financing activities
Net effect of exchange rate changes on cash
Net increase (decrease) in cash and cash equivalents
Net decrease in cash and cash equivalents
Cash and cash equivalents, beginning of period
Cash and cash equivalents, end of period
Supplemental disclosures of cash flow information:
Cash paid during the period for income taxes
Cash paid during the period for income taxes
Cash paid during the period for income taxes
Supplemental disclosures of non-cash investing and financing activities:
Property, plant and equipment acquired through increase in liabilities
Property, plant and equipment acquired through increase in liabilities
Property, plant and equipment acquired through increase in liabilities
Repurchases of common stock not settled

See accompanying notes to unaudited condensed consolidated financial statements.

[Notes to unaudited Condensed Consolidated Financial Statements](#)



CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (Unaudited)						
(in thousands, except per share amounts)	(in thousands, except per share amounts)	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Total Amount
		Shares				
		Outstanding				
(in thousands, except per share amounts)	Common Stock					
	Shares		Retained	Accumulated Other		Total
	Outstanding	Amount	Earnings	Comprehensive Income (Loss)		

Balance, December 31, 2023
Net income
Other comprehensive income (loss)
Balance, March 31, 2024
Net loss
Other comprehensive loss
Cash dividends (\$0.30 per share)
Issuance of common stock related to stock-based compensation, net
Stock-based compensation expense
Repurchase of common stock
Excise taxes related to repurchase of common stock
Balance, March 31, 2024
Balance, June 30, 2024

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Total Amount
	Shares	Amount			
(in thousands, except per share amounts)	Outstanding				
	Common Stock				
	Shares	Amount	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
(in thousands, except per share amounts)	Outstanding				
Balance, December 31, 2022					
Balance, March 31, 2023					
Net income					
Other comprehensive income (loss)					
Other comprehensive loss					
Cash dividends (\$0.30 per share)					
Issuance of common stock related to stock-based compensation, net					
Stock-based compensation expense					
Repurchase of common stock					
Excise taxes related to repurchase of common stock					
Balance, March 31, 2023					
Balance, June 30, 2023					

	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Total
	Shares	Amount			
(in thousands, except per share amounts)	Outstanding				
Balance, December 31, 2023	59,996	\$ —	\$ 1,984,446	\$ (45,836)	\$ 1,938,610
Net income	—	—	30,559	—	30,559
Other comprehensive loss	—	—	—	(9,174)	(9,174)
Cash dividends (\$0.60 per share)	—	—	(35,628)	—	(35,628)
Issuance of common stock related to stock-based compensation, net	170	(714)	—	—	(714)
Stock-based compensation expense	—	12,008	—	—	12,008
Repurchase of common stock	(1,414)	(10,327)	(100,405)	—	(110,732)
Excise taxes related to repurchase of common stock	—	(967)	—	—	(967)
Balance, June 30, 2024	58,752	\$ —	\$ 1,878,972	\$ (55,010)	\$ 1,823,962

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(in thousands, except per share amounts)	Common Stock		Retained Earnings	Accumulated Other Comprehensive Loss	Total
	Shares	Amount			
	Outstanding				
Balance, December 31, 2022	62,139	\$ 12,692	\$ 1,953,734	\$ (30,637)	\$ 1,935,789
Net income	—	—	54,552	—	54,552
Other comprehensive loss	—	—	—	(10,695)	(10,695)
Cash dividends (\$0.60 per share)	—	—	(37,099)	—	(37,099)
Issuance of common stock related to stock-based compensation, net	173	224	—	—	224
Stock-based compensation expense	—	11,208	—	—	11,208
Repurchase of common stock	(954)	(23,493)	(55,197)	—	(78,690)
Excise taxes related to repurchase of common stock	—	(631)	—	—	(631)
Balance, June 30, 2023	61,358	\$ —	\$ 1,915,990	\$ (41,332)	\$ 1,874,658

See accompanying notes to unaudited condensed consolidated financial statements.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

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NOTE 1 — BASIS OF PRESENTATION AND ORGANIZATION

The accompanying unaudited condensed consolidated financial statements have been prepared by the management of Columbia Sportswear Company (together with its wholly owned subsidiaries, the "Company") and, in the opinion of management, include all normal recurring material adjustments necessary to present fairly the Company's financial position as of **March 31, 2024** **June 30, 2024**, December 31, 2023 and **March 31, 2023** **June 30, 2023**, the results of operations for the three **and six** months ended **March 31, 2024** **June 30, 2024** and 2023, and cash flows for the **three** **six** months ended **March 31, 2024** **June 30, 2024** and 2023. The December 31, 2023 financial information was derived from the Company's audited consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023. A significant part of the Company's business is of a seasonal nature; therefore, results of operations for the three **and six** months ended **March 31, 2024** **June 30, 2024** are not necessarily indicative of results to be expected for other quarterly periods or for the full year.

Certain information and disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission. The Company, however, believes that the disclosures contained in this report comply with the requirements of Section 13(a) of the Securities Exchange Act of 1934, as amended, for a Quarterly Report on Form 10-Q and are adequate to make the information presented not misleading. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

PRINCIPLES OF CONSOLIDATION

The unaudited condensed consolidated financial statements include the accounts of the Company. All significant intercompany balances and transactions have been eliminated in consolidation.

ESTIMATES AND ASSUMPTIONS

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the unaudited condensed consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from these estimates and assumptions. The Company's significant estimates relate to sales reserves, allowance for uncollectible accounts receivable, excess, close-out and slow-moving inventory, impairment of long-lived assets, impairment of indefinite-lived intangible assets and goodwill, and income taxes.

RECENTLY ADOPTED ACCOUNTING PRONOUNCEMENTS

None.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

In November 2023, the Financial Accounting Standards Board (the "FASB") issued Accounting Standards Update ("ASU") No. 2023-07 ("ASU 2023-07"), Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which is intended to improve reportable segment disclosure requirements, primarily through enhanced disclosures about significant expenses. The amendments will require public entities to disclose significant segment expenses that are regularly provided to the chief operating decision maker and included within the reported measure of segment profit or loss, among other disclosure requirements. ASU 2023-07 is effective for annual periods beginning after December 15, 2023, and interim periods beginning after December 15, 2024, with early adoption permitted, and should be applied retrospectively to all prior periods presented in the financial statements. The Company is currently evaluating the ASU to determine the impact on the Company's disclosures.

In December 2023, the FASB issued ASU No. 2023-09 ("ASU 2023-09"), Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which includes amendments that further enhance income tax disclosures, primarily through disaggregation of specific rate reconciliation categories and income taxes paid by jurisdiction. The amendments are effective for annual periods beginning after December 15, 2024, with early adoption permitted, and may be applied prospectively or retrospectively. The Company is currently evaluating the ASU to determine the impact on the Company's disclosures.

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[Notes to unaudited Condensed Consolidated Financial Statements](#)



RECLASSIFICATIONS

Certain amounts in the prior-period financial statements have been reclassified to conform to the **current-period** **current period** presentation. *Non-cash lease expense* is now presented on its own line in the Company's **unaudited** Condensed Consolidated Statements of Cash Flows instead of combined with depreciation and amortization. Additionally, *Loss on disposal or impairment of property, plant and equipment* is now included in *Other, net* in the Company's **unaudited** Condensed Consolidated Statements of Cash Flows.

NOTE 2 — REVENUES

DISAGGREGATED REVENUE

As disclosed below in Note 9, the Company has four geographic reportable segments: United States ("U.S."), Latin America and Asia Pacific ("LAAP"), Europe, Middle East and Africa ("EMEA") and Canada.

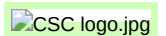
The following tables disaggregate the Company's reportable segment *Net sales* by product category and channel, which the Company believes provides a meaningful depiction of how the nature, timing, and uncertainty of *Net sales* are affected by economic factors:

		Three Months Ended March 31, 2024						Three Months Ended June 30, 2024					
(in thousands)	(in thousands)	U.S.	LAAP	EMEA	Canada	Total	(in thousands)	U.S.	LAAP	EMEA	Canada	Total	
Product category net sales													
Apparel, Accessories and Equipment													
Apparel, Accessories and Equipment													
Apparel, Accessories and Equipment													
Footwear													
Total													
Channel net sales													
Wholesale													
Wholesale													
Wholesale													
Direct-to-consumer													
Total													

		Three Months Ended March 31, 2023					Three Months Ended June 30, 2023					
(in thousands)	(in thousands)	U.S.	LAAP	EMEA	Canada	Total	(in thousands)	U.S.	LAAP	EMEA	Canada	Total
Product category net sales												
Apparel, Accessories and Equipment												
Apparel, Accessories and Equipment												
Apparel, Accessories and Equipment												
Footwear												
Total												
Channel net sales												
Wholesale												
Wholesale												
Wholesale												
Direct-to-consumer												
Total												

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[Notes to unaudited Condensed Consolidated Financial Statements](#)



		Six Months Ended June 30, 2024								
(in thousands)		U.S.	LAAP	EMEA	Canada	Total				
Product category net sales										
Apparel, Accessories and Equipment	\$	689,841	\$	181,501	\$	149,132	\$	62,520	\$	1,082,994
Footwear		124,793		56,629		59,310		16,500		257,232
Total	\$	814,634	\$	238,130	\$	208,442	\$	79,020	\$	1,340,226

Channel net sales										
Wholesale	\$	349,528	\$	114,445	\$	162,503	\$	42,805	\$	669,281
Direct-to-consumer		465,106		123,685		45,939		36,215		670,945
Total	\$	814,634	\$	238,130	\$	208,442	\$	79,020	\$	1,340,226

(in thousands)	Six Months Ended June 30, 2023				
	U.S.	LAAP	EMEA	Canada	Total
Product category net sales					
Apparel, Accessories and Equipment	\$ 741,453	\$ 169,083	\$ 144,228	\$ 66,803	\$ 1,121,567
Footwear	175,131	60,659	64,915	19,254	319,959
Total	<u>\$ 916,584</u>	<u>\$ 229,742</u>	<u>\$ 209,143</u>	<u>\$ 86,057</u>	<u>\$ 1,441,526</u>
Channel net sales					
Wholesale	\$ 444,702	\$ 112,825	\$ 172,212	\$ 51,031	\$ 780,770
Direct-to-consumer	471,882	116,917	36,931	35,026	660,756
Total	<u>\$ 916,584</u>	<u>\$ 229,742</u>	<u>\$ 209,143</u>	<u>\$ 86,057</u>	<u>\$ 1,441,526</u>

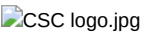
PERFORMANCE OBLIGATIONS

For the three and six months ended March 31, 2024 June 30, 2024 and 2023, *Net sales* recognized from performance obligations related to prior periods were not material. *Net sales* expected to be recognized in any future period related to remaining performance obligations is not material.

CONTRACT BALANCES

As of March 31, 2024 June 30, 2024, December 31, 2023 and March 31, 2023 June 30, 2023, the Company did not have contract assets and had an immaterial amount of contract liabilities included in *Accrued liabilities* on the unaudited Condensed Consolidated Balance Sheets.

[Notes to unaudited Condensed Consolidated Financial Statements](#)



NOTE 3 — INTANGIBLE ASSETS, NET AND GOODWILL

INTANGIBLE ASSETS, NET

Intangible assets, net consisted of the following:

(in thousands)						
(in thousands)						
(in thousands)	March 31, 2024	December 31, 2023	March 31, 2023	June 30, 2024	December 31, 2023	June 30, 2023
Intangible assets with definite lives:						
Patents and purchased technology						
Patents and purchased technology						
Patents and purchased technology						
Customer relationships						
Gross carrying amount						
Accumulated amortization:						
Patents and purchased technology						

Patents and purchased technology
Patents and purchased technology
Customer relationships
Accumulated amortization
Net carrying amount
Intangible assets with indefinite lives
Intangible assets, net

Amortization expense for intangible assets subject to amortization was \$0.4 million \$0.3 million and \$0.4 million for each of the three months ended March 31, 2024 June 30, 2024 and 2023. The remaining amortization expense of intangible assets with definite lives will be recognized in 2024, 2023, respectively, and was \$0.7 million and \$0.8 million for the six months ended June 30, 2024 and 2023, respectively.

GOODWILL

There have been no changes to the Company's goodwill as described in Note 6 in Part II, Item 8 of the Company's Annual Report on Form 10-K for the year ended December 31, 2023.

NOTE 4 — COMMITMENTS AND CONTINGENCIES

LITIGATION

The Company is involved in litigation and various legal matters arising in the normal course of business, including matters related to employment, retail, intellectual property, contractual agreements, and various regulatory compliance activities. Management has considered facts related to legal and regulatory matters and opinions of counsel handling these matters, and does not believe the ultimate resolution of these proceedings will have a material adverse effect on the Company's financial position, results of operations or cash flows.

NOTE 5 — SHAREHOLDERS' EQUITY

Since the inception of the Company's stock repurchase plan in 2004 through March 31, 2024 June 30, 2024, the Company's Board of Directors has authorized the repurchase of \$2.0 billion of the Company's common stock, excluding excise tax. Shares of the Company's common stock may be purchased in the open market or through privately negotiated transactions, subject to market conditions, and generally settle subsequent to the trade date. The repurchase program does not obligate the Company to acquire any specific number of shares or to acquire shares over any specified period of time.

Under this program as of March 31, 2024 June 30, 2024, the Company had repurchased 34.7 million 35.5 million shares at an aggregate purchase price of \$1,704.8 million \$1,765.4 million and had \$295.2 million \$234.6 million remaining available, excluding excise tax. During the three and six months ended March 31, 2024 and 2023, June 30, 2024, the Company repurchased an aggregate of \$50.2 million \$60.6 million and \$15.8 million, \$110.7 million, respectively, of common stock under this program, excluding excise tax.

NOTE 6 — STOCK-BASED COMPENSATION

The Company's Stock Incentive Plan allows for grants of incentive stock options, non-statutory stock options, restricted stock awards, restricted stock units, and other stock-based or cash-based awards. The Company uses original issuance shares to satisfy share-based payments.

STOCK-BASED COMPENSATION EXPENSE

Stock-based compensation expense consisted of the following:

Three Months Ended March 31,

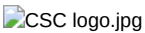
		Three Months Ended March 31,							
		Three Months Ended March 31,							
				Three Months Ended June 30,		Six Months Ended June 30,			
(in thousands)	(in thousands)	2024		2023	(in thousands)	2024		2023	
Stock options									
Restricted stock units									
Total									

STOCK OPTIONS

During the **three** **six** months ended **March 31, 2024** **June 30, 2024**, the Company granted a total of 156,277 stock options at a weighted average grant date fair value of **\$20.87** **\$20.86** per option. As of **March 31, 2024** **June 30, 2024**, unrecognized costs related to outstanding stock options totaled **\$13.4 million** **\$11.9 million**, before any related tax benefit. These unrecognized costs related to stock options are expected to be recognized over a weighted average remaining period of **2.61** **2.38** years.

RESTRICTED STOCK UNITS

During the **three** **six** months ended **March 31, 2024** **June 30, 2024**, the Company granted **399,170** **421,786** restricted stock units at a weighted average grant date fair value of **\$78.65** **\$78.82** per restricted stock unit. As of **March 31, 2024** **June 30, 2024**, unrecognized costs related to outstanding restricted stock units totaled **\$45.6 million** **\$42.6 million**, before any related tax benefit. These unrecognized costs related to restricted stock units are expected to be recognized over a weighted average remaining period of **3.05** **2.84** years.



NOTE 7 — EARNINGS **(LOSS)** PER SHARE

Earnings **(loss)** per share ("EPS") is presented on both a basic and diluted basis. Basic EPS is based on the weighted average number of common shares outstanding. Diluted EPS reflects the potential dilution that could occur if outstanding securities or other contracts to issue common stock were exercised or converted into common stock.

A reconciliation of the common shares used in the denominator for computing basic and diluted EPS is as follows:

(in thousands, except per share amounts)	Three Months Ended March 31,	
	2024	2023
Weighted average common shares outstanding, used in computing basic earnings per share	59,823	62,133
Effect of dilutive stock options and restricted stock units	175	284
Weighted average common shares outstanding, used in computing diluted earnings per share	59,998	62,417
Earnings per share:		
Basic	\$ 0.71	\$ 0.74
Diluted	\$ 0.71	\$ 0.74
Anti-dilutive common shares ⁽¹⁾	1,996	1,574

(in thousands, except per share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Weighted average common shares outstanding, used in computing basic earnings (loss) per share	59,093	61,655	59,458	61,893
Effect of dilutive stock options and restricted stock units	—	126	145	229
Weighted average common shares outstanding, used in computing diluted earnings (loss) per share	59,093	61,781	59,603	62,122

Earnings (loss) per share:								
Basic	\$	(0.20)	\$	0.14	\$	0.51	\$	0.88
Diluted	\$	(0.20)	\$	0.14	\$	0.51	\$	0.88
Weighted average common shares excluded ⁽¹⁾		2,969		2,213		2,029		1,789

⁽¹⁾ Common stock related to stock options, service-based restricted stock units and certain market-based restricted stock units, and performance-based restricted stock units were outstanding but were excluded from the computation of diluted EPS because their effect would be anti-dilutive under the treasury stock method, **due to a net loss in the period**, or because the shares were subject to performance conditions that had not been met.

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[Notes to unaudited Condensed Consolidated Financial Statements](#)

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NOTE 8 — ACCUMULATED OTHER COMPREHENSIVE **INCOME (LOSS) LOSS**

Accumulated other comprehensive **income (loss) loss** on the unaudited Condensed Consolidated Balance Sheets is net of applicable taxes, and consists of unrealized gains and losses on available-for-sale securities, unrealized gains and losses on certain derivative transactions and foreign currency translation adjustments.

The following tables set forth the changes in Accumulated other comprehensive **income (loss) loss**:

<i>(in thousands)</i>	<i>(in thousands)</i>	Available- for- sale securities	Derivative transactions	Foreign currency translation adjustments	Total
Balance as of December 31, 2023					
<i>(in thousands)</i>					
			Derivative transactions	Foreign currency translation adjustments	Total
<i>(in thousands)</i>					
Balance as of March 31, 2024					
Other comprehensive income (loss) before reclassifications					
Amounts reclassified from accumulated other comprehensive income (loss) ⁽¹⁾					
Amounts reclassified from accumulated other comprehensive loss ⁽¹⁾					
Net other comprehensive income (loss) during the period					
Balance as of March 31, 2024					
Balance as of June 30, 2024					

⁽¹⁾ Amounts reclassified are recorded in *Net sales*, *Cost of sales*, or *Other non-operating income (expense)*, net on the unaudited Condensed Consolidated Statements of Operations. Refer to Note 10 for further information regarding reclassifications.

<i>(in thousands)</i>	Derivative transactions	Foreign currency translation adjustments	Total
Balance as of March 31, 2023	\$ 16,369	\$ (50,947)	\$ (34,578)
Other comprehensive income (loss) before reclassifications	2,404	(6,028)	(3,624)
Amounts reclassified from accumulated other comprehensive loss ⁽¹⁾	(3,130)	—	(3,130)
Net other comprehensive loss during the period	(726)	(6,028)	(6,754)
Balance as of June 30, 2023	\$ 15,643	\$ (56,975)	\$ (41,332)

(1) Amounts reclassified are recorded in *Net sales*, *Cost of sales*, or *Other non-operating income (expense)*, net on the unaudited Condensed Consolidated Statements of Operations. Refer to Note 10 for further information regarding reclassifications.

(in thousands)	Available-for-sale securities	Derivative transactions	Foreign currency translation adjustments	Total
Balance as of December 31, 2023	\$ 145	\$ 3,689	\$ (49,670)	\$ (45,836)
Other comprehensive income (loss) before reclassifications	—	17,178	(22,863)	(5,685)
Amounts reclassified from accumulated other comprehensive loss (1)	(145)	(3,344)	—	(3,489)
Net other comprehensive income (loss) during the period	(145)	13,834	(22,863)	(9,174)
Balance as of June 30, 2024	\$ —	\$ 17,523	\$ (72,533)	\$ (55,010)

(1) Amounts reclassified are recorded in *Net sales*, *Cost of sales*, or *Other non-operating income* net on the unaudited Condensed Consolidated Statements of Operations. Refer to Note 10 for further information regarding reclassifications.

(in thousands)	Derivative transactions	Foreign currency translation adjustments	Total
Balance as of December 31, 2022	\$ 21,790	\$ (52,427)	\$ (30,637)
Other comprehensive income (loss) before reclassifications	(1,678)	1,480	(198)
Amounts reclassified from accumulated other comprehensive income (loss) (1)	(3,743)	—	(3,743)
Net other comprehensive income (loss) during the period	(5,421)	1,480	(3,941)
Balance as of March 31, 2023	\$ 16,369	\$ (50,947)	\$ (34,578)

(1) Amounts reclassified are recorded in *Net sales*(expense), *Cost of sales*, or *Other non-operating income*, net on the unaudited Condensed Consolidated Statements of Operations. Refer to Note 10 for further information regarding reclassifications.

COLUMBIA SPORTSWEAR COMPANY | Q1 Q2 2024 FORM 10-Q | 14

[Notes to unaudited Condensed Consolidated Financial Statements](#)

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(in thousands)	Derivative transactions	Foreign currency translation adjustments	Total
Balance as of December 31, 2022	\$ 21,790	\$ (52,427)	\$ (30,637)
Other comprehensive income (loss) before reclassifications	726	(4,548)	(3,822)
Amounts reclassified from accumulated other comprehensive loss (1)	(6,873)	—	(6,873)
Net other comprehensive loss during the period	(6,147)	(4,548)	(10,695)
Balance as of June 30, 2023	\$ 15,643	\$ (56,975)	\$ (41,332)

(1) Amounts reclassified are recorded in *Net sales*, *Cost of sales*, or *Other non-operating income (expense)*, net on the unaudited Condensed Consolidated Statements of Operations. Refer to Note 10 for further information regarding reclassifications.

NOTE 9 — SEGMENT INFORMATION

The Company has four reportable geographic segments: U.S., LAAP, EMEA, and Canada, which are reflective of the Company's internal organization, management and oversight structure. Each geographic segment operates predominantly in one industry: the design, development, marketing, and distribution of outdoor, active and lifestyle products, including apparel, footwear, accessories, and equipment. Intersegment net sales and intersegment profits, which are recorded at a negotiated mark-up and eliminated in consolidation, are not material. Unallocated corporate expenses consist of expenses incurred by centrally-managed departmental functions, including information technology, certain supply chain functions, finance, human resources and legal, as well as executive compensation, unallocated benefit program expense, and other miscellaneous costs.

The following tables present financial information for the Company's reportable segments:

	Three Months Ended March 31,	
	Three Months Ended March 31,	
	Three Months Ended March 31,	
	Three Months Ended June 30,	
	Three Months Ended June 30,	
	Three Months Ended June 30,	Six Months Ended June 30,

(in thousands)

Net sales to unrelated entities:
Net sales to unrelated entities:
Net sales to unrelated entities:

U.S.
U.S.
U.S.
LAAP
LAAP
LAAP
EMEA
EMEA
EMEA
Canada
Canada
Canada

\$
\$
\$

Segment operating income:
Segment operating income:
Segment operating income:
Segment operating income (loss):
Segment operating income (loss):
Segment operating income (loss):

U.S.
U.S.
U.S.
LAAP
LAAP
LAAP
EMEA
EMEA
EMEA
Canada
Canada
Canada

Total segment operating income
Total segment operating income
Total segment operating income
Unallocated corporate expenses
Unallocated corporate expenses
Unallocated corporate expenses
Interest income, net
Interest income, net

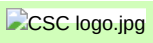
Interest income, net
Other non-operating income, net
Other non-operating income, net
Other non-operating income, net
Income before income tax
Income before income tax
Income before income tax
Other non-operating income (expense), net
Other non-operating income (expense), net
Other non-operating income (expense), net
Income (loss) before income tax
Income (loss) before income tax
Income (loss) before income tax

CONCENTRATIONS

The Company had one customer that accounted for approximately 14.4%13.7%, 19.8% and 12.3%14.6% of *Accounts receivable, net* as of March 31, 2024June 30, 2024, December 31, 2023 and March 31, 2023June 30, 2023, respectively. The Company did not have any customers that accounted for 10% or more of *Net sales* for the three and six months ended March 31, 2024June 30, 2024 and 2023.

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[Notes to unaudited Condensed Consolidated Financial Statements](#)



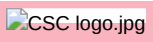
NOTE 10 — FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

In the normal course of business, the Company's financial position, results of operations and cash flows are routinely subject to a variety of risks. These risks include risks associated with financial markets, primarily currency exchange rate risk and, to a lesser extent, interest rate risk and equity market risk. The Company regularly assesses these risks and has established policies and business practices designed to mitigate them. The Company does not engage in speculative trading in any financial market.

The Company actively manages the risk of changes in functional currency equivalent cash flows resulting from anticipated non-functional currency denominated purchases and sales. Subsidiaries that use European euros, Canadian dollars, Japanese yen, Chinese renminbi, or Korean won as their functional currency are primarily exposed to changes in functional currency equivalent cash flows from anticipated United States dollar inventory purchases. Subsidiaries that use United States dollars and euros as their functional currency also have non-functional currency denominated sales for which the Company hedges the Canadian dollar and British pound sterling. The Company seeks to

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[Notes to unaudited Condensed Consolidated Financial Statements](#)



manage these risks by using currency forward contracts formally designated and effective as cash flow hedges. Hedge effectiveness is generally determined by evaluating the ability of a hedging instrument's cumulative change in fair value to offset the cumulative change in the present value of expected cash flows on the underlying exposures. Time value components ("forward points") for forward contracts are included in the fair value of the cash flow hedge. These costs or benefits are included in *Accumulated other comprehensive income (loss)* until the underlying hedge transaction is recognized in either *Net sales* or *Cost of sales*, at which time, the forward points will also be recognized as a component of *Net income*.

The Company also uses currency forward contracts not formally designated as hedges to manage the consolidated currency exchange rate risk associated with the remeasurement of non-functional currency denominated monetary assets and liabilities by subsidiaries that use United States dollars, euros, Canadian dollars, yen, renminbi, or won as their functional currency. Non-functional currency denominated monetary assets and liabilities consists of cash and cash equivalents, short-term investments, receivables, payables,

deferred income taxes, and intercompany loans and dividends. The gains and losses generated on these currency forward contracts not formally designated as hedges are expected to be largely offset in *Other non-operating income (expense), net* by the gains and losses generated from the remeasurement of the non-functional currency denominated monetary assets and liabilities.

The following table presents the gross notional amount of outstanding derivative instruments:

(in thousands)

(in thousands)

(in thousands)

March 31, 2024 | December 31, 2023 | March 31, 2023 | June 30, 2024 | December 31, 2023 | June 30, 2023

Derivative instruments designated as cash flow hedges:

Currency forward contracts

Currency forward contracts

Currency forward contracts

Derivative instruments not designated as hedges:

Currency forward contracts

Currency forward contracts

Currency forward contracts

As of March 31, 2024 June 30, 2024, \$13.0 million \$16.3 million of deferred net gains on both outstanding and matured derivatives recorded in *Accumulated other comprehensive income (loss)* are expected to be reclassified to *Net income* during the next twelve months as a result of underlying hedged transactions also being recorded in *Net sales* or *Cost of sales* in the unaudited Condensed Consolidated Statements of Operations. When outstanding derivative contracts mature, actual amounts ultimately reclassified to *Net sales* or *Cost of sales* in the unaudited Condensed Consolidated Statements of Operations are dependent on United States dollar exchange rates in effect against the euro, pound sterling, renminbi, Canadian dollar, won, and yen as well as the euro exchange rate in effect against the pound sterling.

As of March 31, 2024 June 30, 2024, the Company's derivative contracts had a remaining maturity of less than 3 years. The maximum net exposure to any single counterparty, which is generally limited to the aggregate unrealized gain of all contracts with that counterparty, was \$4.4 million \$5.9 million as of March 31, 2024 June 30, 2024. All of the Company's derivative counterparties have credit ratings that are investment grade or higher. The Company is a party to master netting arrangements that contain features that allow counterparties to net settle amounts arising from multiple separate derivative transactions or net settle in the case of certain triggering events such as a bankruptcy or major default of one of the counterparties to the transaction. The Company has not pledged assets or posted collateral as a requirement for entering into or maintaining derivative positions.

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The following table presents the balance sheet classification and fair value of derivative instruments:

(in thousands)

(in thousands)

(in thousands)	Balance Sheet Classification	March 31, 2024	December 31, 2023	March 31, 2023	Balance Sheet Classification	June 30, 2024	December 31, 2023	June 30, 2023
Derivative instruments designated as cash flow hedges:								
Derivative instruments in asset positions:								
Derivative instruments in asset positions:								
Derivative instruments in asset positions:								
Currency forward contracts								
Currency forward contracts								
Currency forward contracts								
Currency forward contracts								
Derivative instruments in liability positions:								
Currency forward contracts								
Currency forward contracts								
Currency forward contracts								

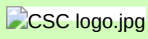
Currency forward contracts
Derivative instruments not designated as cash flow hedges:
Derivative instruments in asset positions:
Derivative instruments in asset positions:
Derivative instruments in asset positions:
Currency forward contracts
Currency forward contracts
Currency forward contracts
Derivative instruments in liability positions:
Derivative instruments in liability positions:
Derivative instruments in liability positions:
Currency forward contracts
Currency forward contracts
Currency forward contracts

The following table presents the statement of operations effect and classification of derivative instruments:

	Statement Of Operations Classification	Statement Of Operations Classification	Three Months Ended March 31,	Three Months Ended June 30,	Six Months Ended June 30,
<i>(in thousands)</i>					
Currency forward contracts:					
Currency forward contracts:					
Currency forward contracts:					
Derivative instruments designated as cash flow hedges:					
Derivative instruments designated as cash flow hedges:					
Derivative instruments designated as cash flow hedges:					
Gain (loss) recognized in other comprehensive income (loss), net of tax					
Gain (loss) recognized in other comprehensive income (loss), net of tax					
Gain (loss) recognized in other comprehensive income (loss), net of tax					
Gain recognized in other comprehensive income (loss), net of tax					
Gain recognized in other comprehensive income (loss), net of tax					
Gain recognized in other comprehensive income (loss), net of tax					
Gain (loss) reclassified from accumulated other comprehensive income (loss) to income for the effective portion					
Gain (loss) reclassified from accumulated other comprehensive income (loss) to income for the effective portion					
Gain (loss) reclassified from accumulated other comprehensive income (loss) to income for the effective portion					
Gain reclassified from accumulated other comprehensive income (loss) to income for the effective portion					
Gain reclassified from accumulated other comprehensive income (loss) to income for the effective portion					
Gain reclassified from accumulated other comprehensive income (loss) to income for the effective portion					
Gain (loss) reclassified from accumulated other comprehensive income (loss) to income as a result of cash flow hedge discontinuance					
Gain (loss) reclassified from accumulated other comprehensive income (loss) to income as a result of cash flow hedge discontinuance					
Gain (loss) reclassified from accumulated other comprehensive income (loss) to income as a result of cash flow hedge discontinuance					
Derivative instruments not designated as cash flow hedges:					
Derivative instruments not designated as cash flow hedges:					

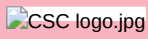
Derivative instruments not designated as cash flow hedges:

- Gain (loss) recognized in income
- Gain (loss) recognized in income
- Gain (loss) recognized in income



NOTE 11 — FAIR VALUE MEASURES

Certain assets and liabilities are reported at fair value on either a recurring or nonrecurring basis. Fair value is defined as an exit price, representing the amount that the Company would receive to sell an asset or pay to transfer a liability in an orderly transaction between market participants, under a three-tier fair value hierarchy that prioritizes the inputs used in measuring fair value as follows:



- Level 1 — observable inputs such as quoted prices for identical assets or liabilities in active liquid markets;
- Level 2 — inputs, other than the quoted market prices in active markets, that are observable, either directly or indirectly; or observable market prices in markets with insufficient volume or infrequent transactions; and
- Level 3 — unobservable inputs for which there is little or no market data available, that require the reporting entity to develop its own assumptions.

The Company's assets and liabilities measured at fair value are categorized as Level 1 or Level 2 instruments. Level 1 instrument valuations are obtained from real-time quotes for transactions in active exchange markets involving identical assets. Level 2 instrument valuations are obtained from inputs, other than quoted market prices in active markets, that are directly or indirectly observable in the marketplace and quoted prices in markets with limited volume or infrequent transactions.

Assets and liabilities measured at fair value on a recurring basis as of March 31, 2024 June 30, 2024 are as follows:

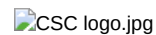
(in thousands)	(in thousands)	Level 1	Level 2	Level 3	Total	(in thousands)	Level 1	Level 2	Level 3	Total
Assets:										
Cash equivalents:										
Cash equivalents:										
Cash equivalents:										
Money market funds										
Money market funds										
Money market funds										
U.S. Government treasury bills										
Time deposits (1)										
Short-term investments:										
Available-for-sale short-term investments: (2)										
Available-for-sale short-term investments: (2)										
Available-for-sale short-term investments: (2)										
U.S. Government treasury bills										

U.S. Government treasury bills
U.S. Government treasury bills
Other short-term investments:
Money market funds
Money market funds
Money market funds
Mutual fund shares
Prepaid expenses and other current assets:
Derivative financial instruments
Derivative financial instruments
Derivative financial instruments
Other non-current assets:
Money market funds
Money market funds
Money market funds
Mutual fund shares
Derivative financial instruments
Total assets measured at fair value
Liabilities:
Accrued liabilities:
Accrued liabilities:
Accrued liabilities:
Derivative financial instruments
Derivative financial instruments
Derivative financial instruments
Other long-term liabilities:
Derivative financial instruments
Derivative financial instruments
Derivative financial instruments

Total liabilities measured at fair value

- (1) Time deposits are carried at amortized cost on the unaudited Condensed Consolidated Balance Sheet, Sheets, which reasonably approximates fair value.
- (2) Available-for-sale short-term investments have remaining maturities of less than one year.

Notes to unaudited Condensed Consolidated Financial Statements



Assets and liabilities measured at fair value on a recurring basis as of December 31, 2023 are as follows:

(in thousands)	Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	\$ 75,758	\$ —	\$ —	\$ 75,758
U.S. Government treasury bills	—	9,977	—	9,977
Time deposits (1)	—	40,876	—	40,876
Short-term investments:				
Available-for-sale short-term investments: (2)				

U.S. Government treasury bills	—	412,987	—	412,987
Other short-term investments:				
Money market funds	314	—	—	314
Mutual fund shares	884	—	—	884
Prepaid expenses and other current assets:				
Derivative financial instruments	—	10,200	—	10,200
Other non-current assets:				
Money market funds	1,796	—	—	1,796
Mutual fund shares	24,808	—	—	24,808
Derivative financial instruments	—	961	—	961
Total assets measured at fair value	\$ 103,560	\$ 475,001	\$ —	\$ 578,561
Liabilities:				
Accrued liabilities:				
Derivative financial instruments	\$ —	\$ 6,390	\$ —	\$ 6,390
Other long-term liabilities:				
Derivative financial instruments	—	2,629	—	2,629
Total liabilities measured at fair value	\$ —	\$ 9,019	\$ —	\$ 9,019

(1) Time deposits are carried at amortized cost on the unaudited Condensed Consolidated Balance Sheet, Sheets, which reasonably approximates fair value.

(2) Available-for-sale short-term investments have remaining maturities of less than one year.

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[Notes to unaudited Condensed Consolidated Financial Statements](#)

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Assets and liabilities measured at fair value on a recurring basis as of March 31, 2023 June 30, 2023 are as follows:

(in thousands)	(in thousands)	Level 1	Level 2	Level 3	Total	(in thousands)	Level 1	Level 2	Level 3	Total
Assets:										
Cash equivalents:										
Cash equivalents:										
Cash equivalents:										
Money market funds										
Money market funds										
Money market funds										
U.S. Government treasury bills										
Short-term investments:										
Short-term investments:										
Short-term investments:										
Available-for-sale short-term investments: (1)										
Available-for-sale short-term investments: (1)										
Available-for-sale short-term investments: (1)										
U.S. Government treasury bills										
U.S. Government treasury bills										
U.S. Government treasury bills										
Other short-term investments:										
Money market funds										
Money market funds										
Money market funds										

Mutual fund shares
Prepaid expenses and other current assets:
Derivative financial instruments
Derivative financial instruments
Derivative financial instruments
Other non-current assets:
Money market funds
Money market funds
Money market funds
Mutual fund shares
Derivative financial instruments
Total assets measured at fair value
Liabilities:
Accrued liabilities:
Accrued liabilities:
Accrued liabilities:
Derivative financial instruments
Derivative financial instruments
Derivative financial instruments
Other long-term liabilities:
Derivative financial instruments
Derivative financial instruments
Derivative financial instruments
Total liabilities measured at fair value

(3) Available-for-sale short-term investments have remaining maturities of less than one year.

NON-RECURRING FAIR VALUE MEASUREMENTS

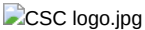
The Company measured the fair value of certain trademark indefinite-lived intangible assets and goodwill as part of impairment testing for the year ended December 31, 2023. The inputs used to measure the fair value of these assets are primarily significant unobservable inputs and, as such, considered Level 3 fair value measurements. Refer to Note 6 in Part II, Item 8 in the Annual Report on Form 10-K for further discussion.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with "Special Note Regarding Forward-Looking Statements", Part I, Item 1 and Part II, Item 1A of this Quarterly Report on Form 10-Q.

OVERVIEW

As a global leader in designing, developing, marketing, and distributing outdoor, active and lifestyle products, our mission is to connect active people with their passions. We manage our product line in two major categories: apparel, accessories, and equipment products and footwear products. We provide our products through our four brands: Columbia, SOREL, Mountain Hardwear, and prAna. Apparel, accessories, and equipment products are provided by our Columbia, Mountain Hardwear and prAna brands. Footwear products are provided by our Columbia and SOREL brands. We sell our products in more than 100 countries and operate in four geographic segments: U.S., LAAP, EMEA, and Canada.



We are investing in our strategic priorities to:

- accelerate profitable growth;
- create iconic products that are differentiated, functional and innovative;
- drive brand engagement through increased, focused demand creation investments;
- enhance consumer experiences by investing in capabilities to delight and retain consumers;
- amplify marketplace excellence, with digitally-led, omni-channel, global distribution; and
- empower talent that is driven by our core values through a diverse and inclusive workplace.

Ultimately, we expect our investments to enable market share capture across our brand portfolio, expand gross margin, improve selling, general and administrative expense efficiency, and drive improved operating margin over the long-term. We seek to bring additional consumer segments to our brands **by proactively managing the promotional activity of the brands** in the marketplace. For the Columbia brand, we are working to establish the Columbia.com site as the best expression of the brand through enhancements to the consumer experience, as well as generally less promotion and discount activity. **In an effort to reduce inventories and to assist with our transition of merchandise containing perfluoroalkyl and polyfluoroalkyl substances ("PFAS") chemicals, we opened temporary outlet stores in the U.S., which will remain open through 2024, and begin to ramp down throughout 2025.**

Profit Improvement Program

As part of our strategic priorities, we are implementing a multi-year profit improvement program to accelerate profitable growth and improve the efficiency of our operations. We are focused on four areas of cost reduction and realignment, including:

- operational cost savings;
- organizational cost savings;
- operating model improvements; and
- indirect, or non-inventory, spending.

When the benefits of this program are combined with the cost savings we anticipate to receive from normalized inventory levels, we believe we can reach \$125 million to \$150 million in annualized savings by 2026. We anticipate these cost savings will ramp up over the course of 2024 and 2025, with the full benefit being realized in 2026. In 2024, we anticipate realizing approximately \$75 million to \$90 million in realized cost savings, net of approximately \$3 million to \$4 million of severance and other costs.

Business Environment and Trends

Increasing Competitive Environment | We believe many brands have shifted their strategies **and new brands have entered the marketplace** to capitalize on the emergence of casual and lifestyle trends. The versatility of casual and lifestyle products provides consumers the ability to use these products in a variety of settings, including outdoor activities. This shift has been evident in both the apparel and footwear product categories. We believe this trend has accelerated because of changes in consumer behavior resulting from the COVID-19 pandemic, which has resulted in an increasingly competitive apparel and footwear marketplace.

Economic Environment Impacting Demand | We believe general economic uncertainty is impacting consumer and customer behavior and demand. Customers have been increasingly cautious managing inventory and in placing advance orders. This cautiousness has been most pronounced in the U.S., but **we believe that retailer prudence is spreading has spread** to other regions, including Canada and, to a lesser extent, Europe. Consumer demand, particularly in the U.S., has been generally soft for outdoor apparel and footwear products. We anticipate these trends will persist throughout 2024.

Promotional and Clearance Environment | Since last year, we have been proactively managing promotional activity on Columbia.com to help establish the site as the best expression of the brand. However, we believe consumers are still seeking value, **from us**, particularly in the U.S. This **has resulted in is contributing to** reduced demand for our direct-to-consumer ("DTC") e-commerce sites and branded stores. To capture demand associated with value conscious consumers, we have increasingly relied on our fleet of DTC brick-and-mortar **stores including our** outlet stores and clearance locations, which offer discounted and clearance merchandise. The use of temporary clearance stores results in lower DTC product margins, increased SG&A expenses and modest operating income. We believe this method of liquidation results in stronger financial returns to the Company in comparison to wholesale closeout sales channel alternatives and has a less disruptive impact in the marketplace. We anticipate continuing to utilize temporary clearance locations to assist with inventory liquidation **through 2024 with plans to ramp down these locations throughout 2024, 2025.**

Changing Consumer Shopping Habits Trends | **We believe consumers in The U.S. consumer remains challenged by the current economic environment as inflationary pressures continue to weigh on sentiment across the U.S. have adjusted shopping habits in a post-COVID pandemic world retail environment. This has translated to traffic declines and have increasingly participated in brick-and-mortar retail shopping experiences. As a result, we expect our U.S. e-commerce channel to slower-than-planned sales**

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within our DTC e-commerce and brick-and-mortar businesses. As a result, we expect our DTC channel to continue to be challenged year-over-year. We believe this is a transitional trend and that, over time, growth in digital environments will outpace physical retail sales growth, return to the DTC channel.

Distribution Center and Third-Party Capacity Pressure | Elevated inventory levels resulted in storage and process capacity pressures within our distribution centers and third-party logistics operations throughout 2023. These pressures included additional inventory carrying costs related to incremental outside storage, and other inventory related holding and handling costs, including losses in productivity, as we worked to normalize our inventory position. We exited 2023 with more normalized inventory levels. As these storage and process capacity pressures have alleviated, we have begun to realize lower distribution-related expenses and expect to see further benefit in our operating results for full year 2024.

Favorable Freight Cost Environment | Over the past year, we have realized significant declines in ocean freight rates and costs in comparison to prior year elevated levels. These lower ocean freight rates resulted in substantially lower inbound freight costs which benefited our gross margin. Looking forward, we expect less margin in 2023 and first half of 2024. As a favorable benefit from lower inbound freight costs. Worldwide result of ongoing conflict disrupting ocean transport through the Red Sea, spot ocean freight rates continue have begun to decline increase, and ocean carriers have initiated peak season surcharges. We utilize contracted pricing for the bulk of our ocean freight, which minimizes our exposure to spot pricing. However, if the conflict and ocean freight rate trends persist beyond our current contracts, we expect to achieve additional cost savings and resulting gross margin improvement as we finalize freight contracts which take effect beginning June 1. We anticipate these lower could incur increased ocean freight costs will persist and continue in future periods. Additionally, we may incur peak season surcharges and/or need to benefit gross margin throughout 2024, pay a premium to secure needed capacity.

Seasonality | Our business is affected by the general seasonal trends common to the industry, including seasonal weather and discretionary consumer shopping and spending patterns. Our products are marketed on a seasonal basis, and our sales are weighted substantially toward the third and fourth quarters, while our operating costs are more equally distributed throughout the year. In 2023, nearly 60% of our net sales and nearly 80% of our operating income were realized in the second half of the year.

Heightened Geopolitical Risk | We sell our products in more than 100 countries and our ability to sell in certain markets may be impacted by ongoing geopolitical tensions. We believe these tensions will remain elevated and have manifested, and will continue to manifest, themselves in certain regions where we operate.

Increasing Regulatory Environment | Recently, the number of regulations at the global and jurisdictional level impacting our business, and in particular our products, has significantly increased. We expect this trend to continue, and as a result, will impact our expenses, product input costs and ultimately our products, which may in turn impact our revenue. These regulatory matters at a minimum include regulations related to climate, social, privacy, and product chemistry. For example, in anticipation of the effectiveness of the regulations in California and New York states related to perfluoroalkyl and polyfluoroalkyl substances ("PFAS"), PFAS chemicals, we have been working to eliminate PFAS chemicals across our global product line. We stopped manufacturing any apparel or footwear with PFAS intentionally added prior to our Fall 2024 season. These PFAS matters have and may continue to result in a more promotional environment in 2024 as retailers move through merchandise containing PFAS. PFAS.

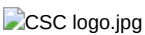
RESULTS OF OPERATIONS

The following discussion of our results of operations and liquidity and capital resources should be read in conjunction with Part I, Item 1 of this Quarterly Report on Form 10-Q.

Non-GAAP Financial Measure

To supplement financial information reported in accordance with accounting principles generally accepted in the United States ("GAAP"), we disclose constant-currency net sales information, which is a non-GAAP financial measure, to provide a framework to assess how the business performed excluding the effects of changes in foreign currency exchange rates against the United States dollar between comparable reporting periods. We calculate constant-currency net sales by translating net sales in foreign currencies for the current period into United States dollars at the exchange rates that were in effect during the comparable period of the prior year. Management believes that this non-GAAP financial measure reflects an additional and useful way of viewing an aspect of our operations that, when viewed in conjunction with our GAAP results, provides a more comprehensive understanding of our business and operations. In particular, investors may find the non-GAAP measure useful by reviewing our net sales results without the volatility in foreign currency exchange rates. This non-GAAP financial measure also facilitates management's internal comparisons to our historical net sales results and comparisons to competitors' net sales results. Constant-currency financial measures should be viewed in addition to, and not in lieu of or superior to, our financial measures calculated in accordance with GAAP.

The following discussion includes references to constant-currency net sales, and we provide a reconciliation of this non-GAAP measure to the most directly comparable financial measure calculated in accordance with GAAP below.



Results of Operations — Consolidated

The following table presents the items in our unaudited Condensed Consolidated Statements of Operations, both in dollars and as a percentage of net sales:

Three Months Ended March 31,
Three Months Ended March 31,

Three Months Ended March 31,																
Three Months Ended June 30,																
Six Months Ended June 30,																
(in millions, except for percentage of net sales and per share amounts)	(in millions, except for percentage of net sales and per share amounts)									(in millions, except for percentage of net sales and per share amounts)						
		2024				2023					2024					2023
Net sales	Net sales	\$770.0	100.0	100.0	%	\$ 820.6	100.0		100.0	%	Net sales	\$ 570.2	100.0	100.0	%	\$62
Cost of sales	Cost of sales	380.4	49.4	49.4	%	421.1	51.3		51.3	%	Cost of sales	296.8	52.1	52.1	%	30
Gross profit	Gross profit	389.6	50.6	50.6	%	399.5	48.7		48.7	%	Gross profit	273.4	47.9	47.9	%	31
Selling, general and administrative expenses	Selling, general and administrative expenses	349.3	45.4	45.4	%	347.4	42.3		42.3	%	Selling, general and administrative expenses	302.7	53.1	53.1	%	31
Net licensing income																
Net licensing income																
Net licensing income		4.4	0.6	0.6	%	4.3	0.5		0.5	%		5.5	1.0	1.0	%	4.7
Operating income		44.7	5.8		%	56.4			6.9	%						
Operating income (loss)		(23.8)		(4.2)%		6.2		1.0		%	20.9		1.6		%	62.7
Interest income, net	Interest income, net	9.2	1.2	1.2	%	3.3	0.4		0.4	%	Interest income, net	8.3	1.5	1.5	%	
Other non-operating income, net		0.2	—		%	0.9			0.1	%						
Income before income tax		54.1	7.0		%	60.6			7.4	%						
Income tax expense		11.8	1.5		%	14.4			1.8	%						
Net income		\$ 42.3	5.5		%	\$46.2			5.6	%						
Other non-operating income (expense), net		0.5			0.1 %	(0.1)			(0.1)	%	0.8			0.1	%	0.7
Income (loss) before income tax		(15.0)			(2.6)%	9.6			1.5	%	39.2			3.0	%	70.1
Income tax expense (benefit)		(3.2)			(0.6)%	1.2			0.2	%	8.6			0.6	%	15.5
Net income (loss)		\$(11.8)		(2.0)%		\$8.4		1.3		%	\$ 30.6		2.4		%	\$54.6
Diluted earnings per share																
Diluted earnings per share																
Diluted earnings per share																
Diluted earnings (loss) per share																
Diluted earnings (loss) per share																
Diluted earnings (loss) per share																

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Three Months Ended March 31, 2024 June 30, 2024 Compared to Three Months Ended March 31, 2023 June 30, 2023

Net Sales. Net sales by brand, product category and channel are summarized in the following table:

Three Months Ended March 31,													
(in millions, except for percentages)	(in millions, except for percentages)	Reported Net Sales 2024		Adjust for Foreign Currency Translation		Constant-currency Net Sales 2024 ⁽¹⁾		Reported Net Sales 2023		Reported Net Sales % Change		Constant-currency Net Sales % Change ⁽¹⁾	(in millions, except for percentages)
Brand Net Sales:													
Columbia													
Columbia													
Columbia		\$ 663.9	\$	\$ 4.0	\$	\$ 667.9	\$	\$ 702.8	(6)%	(6)%		(5)%	\$
SOREL	SOREL	45.7	(0.1)	(0.1)	45.6	45.6	60.5	60.5	(24)%	(24)%		(25)%	SOREL
prAna	prAna	31.3	—	—	31.3	31.3	32.5	32.5	(4)%			(4)%	prAna
Mountain Hardwear	Mountain Hardwear	29.1	0.1	0.1	29.2	29.2	24.8	24.8	17%	17%		18%	Mountain Hardwear
Total	Total	\$ 770.0	\$	\$ 4.0	\$	\$ 774.0	\$	\$ 820.6	(6)%	(6)%	Total		\$57

Product Category

Net Sales:

Product Category

Net Sales:

Product Category

Net Sales:

Apparel, Accessories and Equipment

Apparel, Accessories and Equipment

Apparel, Accessories and Equipment

Footwear

Total

Channel Net Sales:

Wholesale

Direct-to-consumer

Total

(1) Constant-currency net sales is a non-GAAP financial measure. See "Non-GAAP Financial Measure" above for further information.

Overall, the decline in Our global net sales was driven by our US and Canada wholesale and LAAP and EMEA distributor businesses. The declines in US and Canada decrease primarily reflects lower wholesale net sales primarily reflected lower Spring 2024 orders, largely for the Columbia brand, while the decline in our distributor businesses' net sales reflected earlier shipment of Spring 2024 orders which shipped in the fourth quarter of 2023.

Lower footwear net sales reflected declines in both our Columbia and SOREL brands. Footwear demand in the outdoor industry has softened while competitive pressures within the footwear category have amplified.

Our global DTC net sales reflected a 9% increase in brick-and-mortar net sales, U.S., partially offset by a 7% decrease strength in e-commerce net sales for the quarter ended March 31, 2024 international markets, compared to the same period in the prior year. The 2023. DTC net sales were flat, with declines in our e-commerce business offset by growth in net sales our brick-and-mortar business from our DTC retail store business was driven by contributions from temporary clearance locations and new stores, compared to the same period in 2023. The declines in wholesale net sales resulted from retailer cautiousness and to a lesser extent, increased store productivity. difficult competitive environment in the U.S. The decline declines in our DTC e-commerce net sales which was predominantly focused resulted from softness in the U.S., was attributable which we attribute to a number of factors, including lower discounts and challenging e-commerce environment for traditional outdoor brands, coupled with efforts to de-emphasize promotions which fueled demand

in the first quarter of 2023, shifts in consumer behavior as consumers seek value in response to continued inflationary pressures, and a more competitive outdoor products marketplace, on [Columbia.com](#).

Gross Profit. Gross profit is summarized in the following table:

		Three Months Ended March 31,						Three Months Ended June 30,					
(in millions, except for percentages and basis points)	(in millions, except for percentages and basis points)	2024	2023		Change	(in millions, except for percentages and basis points)	2024	2023		Change			
Gross profit	Gross profit	\$389.6	\$ 399.5	\$	(9.9) (2) (2)%	Gross profit	\$ 273.4	\$ 314.0	\$	(40.6) (13) (13)%			
Gross margin													

Gross margin

Gross margin **expanded** **contracted** primarily due to the following factors:

- an approximate **190** **330** bps **increase** **related** **decrease** in channel profitability resulting from lower margins reflecting actions to spur demand and reduce excess inventory, as well as changes in sales provisions; partially offset by
- favorable other costs, including lower inbound freight costs; and costs.

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- favorable region and channel net sales mix; partially offset by
- by lower DTC product margins, which were primarily driven by higher DTC retail store clearance and promotional activity, including sales of excess inventory through our temporary clearance locations and outlet stores.

Selling, General and Administrative Expenses. SG&A expenses **is** **are** summarized in the following table:

		Three Months Ended March 31,					Three Months June 30,				
(in millions, except for percentages and basis points)	(in millions, except for percentages and basis points)	2024	2023	Change	(in millions, except for percentages and basis points)	2024	2023	Change			
Selling, general and administrative expenses	Selling, general and administrative expenses	\$349.3	\$347.4	\$1.9 1 1 %	Selling, general and administrative expenses	\$302.7	\$312.5	\$(9.8) (3)(3)%			

Selling, general and administrative expenses as percent of net sales

SG&A expenses **increased** **decreased** primarily due to the following factors:

- higher omni-channel expenses of \$10.8 million, primarily reflecting higher DTC expenses, including personnel expenses and costs associated with temporary clearance locations and new stores; partially offset by
- lower supply chain expenses, reflecting decreased global distribution center expenses resulting from **more** normalized inventory levels, as well as the non-recurrence of third-party logistics transition-related levels; and
- lower demand creation expenses, primarily reflecting decreased net sales; partially offset by
- higher omni-channel expenses, reflecting higher DTC brick-and-mortar expenses, including costs incurred in the comparable period of 2023, associated with new stores and temporary clearance locations and personnel expenses.

Interest Income, net, Net. Interest income, net is summarized in the following table:

		Three Months Ended March 31,			Three Months Ended June 30,			
(in millions, except for percentages)	(in millions, except for percentages)	2024	2023	Change	(in millions, except for percentages)	2024	2023	Change

Interest income, net	Interest income, net	\$9.2	\$	3.3	\$	5.9	179	179 %	Interest income, net	\$	8.3	\$	3.5	\$	4.8	137	137 %
Interest income, net as a percent of net sales																	

Interest income, net increased, primarily reflecting higher yields on increased levels of cash, cash equivalents and short-term investments.

Income Tax Expense. Income tax expense and the related effective income tax rate are summarized in the following table:

(in millions, except for percentages)	Three Months Ended March 31,				Three Months Ended June 30,			
	(in millions, except for percentages)	2024	2023	Change	(in millions, except for percentages)	2024	2023	Change
Income tax expense		\$11.8	\$ 14.4	\$ (2.6) (18)%				
Income tax expense (benefit)		\$ (3.2)	\$ 1.2	\$ (4.4) (367)%				
Effective income tax rate								

Income tax expense (benefit) decreased to (\$3.2) million for the second quarter of 2024 from a tax expense of \$1.2 million for the comparable period in 2023. Our effective income tax rates rate was 21.6% for the three months ended March 31, 2024 and 2023 were impacted by discrete tax items, which lowered June 30, 2024 compared to 12.6% for the effective income tax rate same period in each period, 2023. For the three months ended March 31, 2024 June 30, 2024, our effective tax rate was primarily impacted by a non-recurring expense associated with stock compensation benefits. For the three months ended June 30, 2023, our effective tax rate was primarily impacted by a non-recurring benefit related to foreign currency loss resulting from an intercompany transaction.

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Six Months Ended June 30, 2024 Compared to Six Months Ended June 30, 2023

Net Sales. Net sales by brand, product category and channel are summarized in the following table:

(in millions, except for percentages)	Six Months Ended June 30,					
	Reported Net Sales 2024	Adjust for Foreign Currency Translation	Constant-currency Net Sales 2024 ⁽¹⁾	Reported Net Sales 2023	Reported Net Sales % Change	Constant-currency Net Sales % Change ⁽¹⁾
Brand Net Sales:						
Columbia	\$ 1,172.5	\$ 9.9	\$ 1,182.4	\$ 1,239.8	(5)%	(5)%
SOREL	66.7	—	66.7	98.3	(32)%	(32)%
prAna	53.1	—	53.1	60.1	(12)%	(12)%
Mountain Hardwear	47.9	0.3	48.2	43.3	11%	11%
Total	\$ 1,340.2	\$ 10.2	\$ 1,350.4	\$ 1,441.5	(7)%	(6)%
Product Category Net Sales:						
Apparel, Accessories and Equipment	\$ 1,083.0	\$ 7.6	\$ 1,090.6	\$ 1,121.5	(3)%	(3)%
Footwear	257.2	2.6	259.8	320.0	(20)%	(19)%
Total	\$ 1,340.2	\$ 10.2	\$ 1,350.4	\$ 1,441.5	(7)%	(6)%
Channel Net Sales:						
Wholesale	\$ 669.3	\$ 3.3	\$ 672.6	\$ 780.8	(14)%	(14)%
Direct-to-consumer	670.9	6.9	677.8	660.7	2%	3%
Total	\$ 1,340.2	\$ 10.2	\$ 1,350.4	\$ 1,441.5	(7)%	(6)%

⁽¹⁾ Constant-currency net sales is a non-GAAP financial measure. See "Non-GAAP Financial Measure" above for further information.

Our global net sales decrease primarily reflects lower wholesale net sales in the U.S. for the six months ended June 30, 2024, compared to same period in 2023. DTC net sales increased, reflecting growth in our brick-and-mortar business from temporary and new stores, partially offset by declines in our e-commerce business for the six months ended June 30, 2024, compared to the same period in 2023. The declines in wholesale net sales resulted from retailer cautiousness and a difficult competitive environment in the U.S. The declines in e-commerce net sales resulted from softness in the U.S., which we attribute to a challenging e-commerce environment for traditional outdoor brands, coupled with efforts to de-emphasize promotions on Columbia.com.

Gross Profit. Gross profit is summarized in the following table:

(in millions, except for percentages and basis points)	Six Months Ended June 30,			
	2024	2023	Change	
Gross profit	\$ 663.0	\$ 713.5	\$ (50.5)	(7)%
Gross margin	49.5 %	49.5 %	0 bps	

Gross margin was flat primarily due to the following factors:

- unfavorable decrease in channel profitability resulting from lower margins reflecting actions to spur demand and reduce excess inventory; offset by
- favorable other costs, including lower inbound freight costs; and
- favorable region and channel net sales mix.

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Selling, General and Administrative Expenses. SG&A expenses are summarized in the following table:

(in millions, except for percentages and basis points)	Six Months Ended June 30,			
	2024	2023	Change	
Selling, general and administrative expenses	\$ 652.0	\$ 659.9	\$ (7.9)	(1)%
Selling, general and administrative expenses as percent of net sales	48.6 %	45.8 %	280 bps	

SG&A expenses decreased primarily due to the following factors:

- lower supply chain expenses of \$17.1 million, reflecting decreased global distribution center expenses resulting from more normalized inventory levels; and
- lower demand creation expenses, primarily reflecting decreased net sales; partially offset by
- higher omni-channel expenses of \$17.4 million, reflecting higher DTC brick-and-mortar expenses, including costs associated with new stores and temporary clearance locations and personnel expenses.

Interest Income, Net. Interest income, net is summarized in the following table:

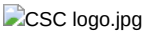
(in millions, except for percentages)	Six Months Ended June 30,			
	2024	2023	Change	
Interest income, net	\$ 17.5	\$ 6.7	\$ 10.8	161 %
Interest income, net as a percent of net sales	1.3 %	0.5 %		

Interest income, net increased, primarily reflecting higher yields on increased levels of cash, cash equivalents and short-term investments.

Income Tax Expense. Income tax expense and the related effective income tax rate are summarized in the following table:

(in millions, except for percentages)	Six Months Ended June 30,			
	2024	2023	Change	
Income tax expense	\$ 8.6	\$ 15.5	\$ (6.9)	(45)%
Effective income tax rate	22.0 %	22.2 %		

Income tax expense decreased to \$8.6 million through the second quarter of 2024 from \$15.5 million for the comparable period in 2023. For the six months ended June 30, 2024, our effective tax rate was primarily impacted by a benefit related to a non-recurring decrease in foreign withholding taxes. For the three six months ended March 31, 2023 June 30, 2023, our effective income tax rate was primarily impacted by a non-recurring benefit related to a foreign currency loss resulting from an intercompany transaction.



Results of Operations — Segment

Segment operating income includes net sales, cost of sales, SG&A expenses, and net licensing income for each of our four reportable geographic segments.

Three Months Ended March 31, 2024 June 30, 2024 Compared to Three Months Ended March 31, 2023 June 30, 2023

Net sales by geographic segment are summarized in the following table:

Three Months Ended March 31,															Th
(in millions, except for percentage changes)	(in millions, except for percentage changes)	Reported Net Sales 2024		Adjust for Foreign Currency Translation		Constant-currency Net Sales 2024 ⁽¹⁾		Reported Net Sales 2023		Reported Net Sales % Change		Constant-currency Net Sales % Change ⁽¹⁾	(in millions, except for percentage changes)	Report Net Sales 2024	
U.S.	U.S.	\$ 474.4	\$	\$ —	\$	\$ 474.4	\$	\$ 517.5	(8)%			(8)%	U.S.	\$ 340.2	
LAAP	LAAP	138.7	6.6	6.6	145.3	145.3	136.4	136.4	2%	2%			7%	LAAP	
EMEA	EMEA	104.5	(2.2)	(2.2)	102.3	102.3	108.3	108.3	(4)%	(4)%			(6)%	EMEA	
Canada	Canada	52.4	(0.4)	(0.4)	52.0	52.0	58.4	58.4	(10)%	(10)%			(11)%	Canada	
		\$ 770.0	\$	\$ 4.0	\$	\$ 774.0	\$	\$ 820.6	(6)%				(6)%		

(1) Constant-currency net sales is a non-GAAP financial measure. See "Non-GAAP Financial Measure" above for further information.

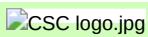
Operating income for each reportable segment and unallocated corporate expenses are summarized in the following table:

Three Months Ended March 31,					Three Months Ended June 30,							
(in millions)	(in millions)	2024		2023		Change	(in millions)	2024		2023		Change
U.S.												
LAAP												
EMEA												
Canada												
Total segment operating income												
Unallocated corporate expenses												
Operating income												
Operating income (loss)												

U.S.

U.S. operating income decreased \$8.6 million \$31.6 million to \$73.0 million \$23.5 million, or 15.4% 6.9% of net sales, for the first second quarter of 2024 from \$81.6 million \$55.1 million, or 15.8% 13.8% of net sales, for the comparable period in 2023. The decrease was driven primarily by decreased net sales and gross margin, partially offset by lower SG&A expenses. U.S. net sales decreased \$43.1 million \$58.9 million, or 8% 15%, for the first second quarter of 2024, compared to the same period in 2023, driven primarily by decreased net sales in our U.S. wholesale business. DTC net sales decreased modestly as a result of lower e-commerce net sales, partially offset by net sales growth from our brick-and-mortar business. The declines in wholesale net sales resulted from retailer cautiousness and a difficult competitive environment in the U.S. The declines in e-commerce net sales resulted from softness in the U.S., which we attribute to a challenging e-commerce environment for traditional outdoor brands, coupled with efforts to de-emphasize promotions on Columbia.com. The increases in brick-and-mortar net sales were primarily driven by our temporary clearance locations which have continued to support our excess inventory liquidation efforts. As of June 30, 2024, our U.S. business operated 46 temporary clearance locations, compared to 30 locations for the comparable period in 2023. In addition, our U.S. business operated 163 retail stores as of June 30, 2024, compared to 157 stores for the comparable period in 2023. U.S. SG&A expenses increased as a percentage of net

sales to 42.6% for the second quarter of 2024 compared to 38.7% for the same period in 2023, driven by fixed SG&A expenses and decreased net sales. In total, U.S. SG&A expenses decreased for the second quarter of 2024, compared to the same period in 2023, primarily driven by lower supply chain expenses resulting from more normalized inventory levels and lower demand creation expenses, partially offset by higher DTC brick-and-mortar expenses, including costs associated with new stores and temporary clearance locations and personnel expenses.



LAAP

LAAP operating income increased \$2.0 million to \$6.1 million, or 6.1% of net sales, for the second quarter of 2024 from \$4.1 million, or 4.4% of net sales, for the comparable period in 2023. LAAP net sales increased 7% (13% constant-currency) compared to the same period in 2023. LAAP net sales primarily reflected increased net sales in our LAAP distributor business due to higher Fall 2024 distributor orders and favorable impacts from timing of distributor shipments, as well as increased sales in China reflecting strong consumer demand, compared to the same period in 2023. Japan net sales declined driven by unfavorable effects from foreign currency fluctuation, which more than offset constant-currency net sales growth resulting from increased international tourism. Korea net sales also declined. LAAP SG&A expenses decreased as a percentage of net sales to 47.4% for the second quarter of 2024 compared to 53.1% for the same period in 2023.

EMEA

EMEA operating income decreased \$0.6 million to \$14.4 million, or 13.9% of net sales, for the second quarter of 2024 from \$15.0 million, or 14.9% of net sales, for the comparable period in 2023. EMEA net sales increased \$3.1 million, or 3% (3% constant-currency), for the second quarter of 2024, compared to the same period in 2023. U.S. EMEA net sales decreased increased primarily due to lower Spring 2024 wholesale orders, in our Europe-direct business, boosted by continued momentum and increased traffic within our brick-and-mortar and e-commerce businesses. This net sales increase was partially offset by an increase in decreased net sales in our DTC brick-and-mortar EMEA distributor business. As of March 31, 2024, our U.S. business operated 161 retail stores, compared to 156 stores as of March 31, 2023. In addition, we operated 44 temporary clearance locations as of March 31, 2024 to support inventory reduction efforts, compared to 8 temporary clearance locations as of March 31, 2023. Lower SG&A expenses were primarily driven by lower supply chain and demand creation expenses, partially offset by higher omni-channel expenses, as discussed above. EMEA SG&A expenses increased as a percentage of net sales to 34.5% 28.6% for the first second quarter of 2024 compared to 33.1% 26.7% in 2023, primarily driven by higher DTC brick-and-mortar expenses and personnel expenses.

Canada

Canada had an operating loss of \$0.1 million, or (0.4)% of net sales, for the second quarter of 2024 compared to operating income of \$0.1 million, or 0.4% of net sales, for the comparable period in 2023. Canada net sales decreased \$1.1 million, or 4% (4% constant-currency), for the second quarter of 2024, compared to the same period in 2023, primarily reflecting the impact of lower Spring 2024 wholesale orders, partially offset by growth in DTC brick-and-mortar net sales. Canada SG&A expenses increased as a percentage of net sales to 49.7% for the second quarter of 2024 compared to 48.5% for the same period in 2023, driven by fixed SG&A expenses and decreased net sales. In total, Canada SG&A expenses decreased for the second quarter of 2024 compared to the same period in 2023.

Unallocated Corporate Expenses

Unallocated corporate expenses decreased by \$0.4 million to \$67.7 million in the second quarter of 2024, from \$68.1 million for the same period in 2023.

Six Months Ended June 30, 2024 Compared to Six Months Ended June 30, 2023

Net sales by geographic segment are summarized in the following table:

(in millions, except for percentage changes)	Six Months Ended June 30,					
	Reported	Adjust for Foreign	Constant-currency	Reported	Reported	Constant-currency
	Net Sales	Currency	Net Sales	Net Sales	Net Sales	Net Sales
	2024	Translation	2024 ⁽¹⁾	2023	% Change	% Change ⁽¹⁾
U.S.	\$ 814.6	\$ —	\$ 814.6	\$ 916.6	(11)%	(11)%
LAAP	238.2	12.3	250.5	229.7	4%	9%
EMEA	208.4	(1.8)	206.6	209.1	—%	(1)%
Canada	79.0	(0.3)	78.7	86.1	(8)%	(9)%
	\$ 1,340.2	\$ 10.2	\$ 1,350.4	\$ 1,441.5	(7)%	(6)%

⁽¹⁾ Constant-currency net sales is a non-GAAP financial measure. See "Non-GAAP Financial Measure" above for further information.



Operating income for each reportable segment and unallocated corporate expenses are summarized in the following table:

(in millions)	Six Months Ended June 30,		
	2024	2023	Change
U.S.	\$ 96.5	\$ 136.7	\$ (40.2)
LAAP	27.9	22.4	5.5
EMEA	33.5	35.4	(1.9)
Canada	11.1	10.9	0.2
Total segment operating income	169.0	205.4	(36.4)
Unallocated corporate expenses	(148.1)	(142.7)	(5.4)
Operating income	\$ 20.9	\$ 62.7	\$ (41.8)

U.S.

U.S. operating income decreased \$40.2 million to \$96.5 million, or 11.8% of net sales, for the six months ended June 30, 2024 from \$136.7 million, or 14.9% of net sales, for the comparable period in 2023. The decrease was driven primarily by decreased net sales and gross margin, partially offset by lower SG&A expenses. U.S. net sales decreased \$102.0 million, or 11%, for the six months ended June 30, 2024, compared to the same period in 2023, driven primarily by decreased net sales in our U.S. wholesale business. DTC net sales decreased modestly as a result of lower e-commerce net sales, partially offset by net sales growth from our brick-and-mortar business. The declines in wholesale net sales resulted from retailer cautiousness and a difficult competitive environment in the U.S. The declines in e-commerce net sales resulted from softness in the U.S., which we attribute to a challenging e-commerce environment for traditional outdoor brands, coupled with efforts to de-emphasize promotions on Columbia.com. The increases in brick-and-mortar net sales were primarily driven by our temporary clearance locations, which have continued to support our excess inventory liquidation efforts. U.S. SG&A expenses increased as a percentage of net sales to 37.9% for the six months ended June 30, 2024 compared to 35.6% for the same period in 2023, primarily driven by decreased net sales. In total, U.S. SG&A expenses decreased for the six months ended June 30, 2024 compared to the same period in 2023, primarily driven by lower supply chain expenses resulting from more normalized inventory levels and lower demand creation expenses, partially offset by higher DTC brick-and-mortar expenses, including costs associated with new stores and temporary clearance locations and personnel expenses.

LAAP

LAAP operating income increased \$3.5 million \$5.5 million to \$21.8 million \$27.9 million, or 15.7% 11.7% of net sales, for the first quarter of 2024 six months ended June 30, 2024 from \$18.3 million \$22.4 million, or 13.4% 9.8% of net sales, for the comparable period in 2023. The increase was driven primarily by increased net sales and gross margin, partially offset by increased SG&A expenses, margin. LAAP net sales increased \$2.3 million \$8.5 million, or 2% (7% 4% (9% constant-currency)), for the first quarter of 2024, six months ended June 30, 2024, compared to the same period in 2023. Increased LAAP net sales were primarily driven by our China business, partially offset by lower LAAP distributor net

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sales. Increased China which continues to see strong consumer demand. Japan net sales reflected higher consumer demand benefiting all channels of distribution, declined, driven by unfavorable effects from foreign currency fluctuation, which more than offset constant-currency net sales growth resulting from international tourism. Korea net sales also declined. LAAP SG&A expenses increased decreased as a percentage of net sales to 41.7% 44.1% for the first quarter of 2024 six months ended June 30, 2024, compared to 40.6% 45.7% for the same period in 2023.

EMEA

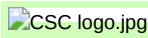
EMEA operating income decreased \$1.3 million \$1.9 million to \$19.1 million \$33.5 million, or 18.3% 16.1% of net sales, for the first quarter of 2024 six months ended June 30, 2024 from \$20.4 million \$35.4 million, or 18.8% 16.9% of net sales, for the comparable period in 2023. The decrease was driven by decreased net sales combined with increased SG&A expenses due to increased headcount to support the business. EMEA net sales decreased \$3.8 million \$0.7 million, or 4% (6% 0% (1% constant-currency)), for the first quarter of

2024, six months ended June 30, 2024, compared to the same period in 2023, driven by lower EMEA distributor net sales, and lower Spring 2024 wholesale orders, partially offset by an increase in our Europe-direct DTC net sales. EMEA SG&A expenses increased as a percentage of net sales to 31.3% 30.0% for the first quarter of 2024 six months ended June 30, 2024 compared to 28.0% 27.4% for the same period in 2023. 2023, primarily driven by higher DTC brick-and-mortar expenses and personnel expenses.

Canada

Canada operating income increased \$0.4 million \$0.2 million to \$11.2 million \$11.1 million, or 21.3% 14.1% of net sales, for the first quarter of 2024 six months ended June 30, 2024 from \$10.8 million \$10.9 million, or 18.5% 12.7% of net sales, for the comparable period in 2023. The increase primarily resulted from lower SG&A expenses, partially offset by decreased net sales and gross margin. Canada net sales decreased \$6.0 million \$7.1 million, or 10% (11% 8% (9% constant-currency)), for the first quarter of 2024 six months ended June 30, 2024, compared to the same period in 2023, primarily due to lower Spring 2024 wholesale orders, partially

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offset by an increase in DTC brick-and-mortar business, net sales. Canada SG&A expenses increased as a percentage of net sales to 27.9% 35.3% for the first quarter of 2024 six months ended June 30, 2024 compared to 26.8% 33.8% for the same period in 2023. 2023, primarily as a result of decreased net sales.

Unallocated Corporate Expenses

Unallocated corporate expenses increased by \$5.7 million \$5.4 million to \$80.4 million \$148.1 million for the first quarter of 2024 six months ended June 30, 2024 from \$74.7 million \$142.7 million for the same period in 2023, largely driven by higher personnel expenses.

LIQUIDITY AND CAPITAL RESOURCES

Including Our primary sources of liquidity include cash, cash equivalents, short-term investments and available committed credit lines, we had approximately \$1.5 billion in total liquidity as of March 31, 2024. lines. Our liquidity may be affected by the general seasonal trends common to the industry. Our products are marketed on a seasonal basis and our sales are weighted substantially toward the third and fourth quarters, while our operating costs are more equally distributed throughout the year. Our cash and cash equivalents and short-term investments balances generally are at their lowest level just prior to the start of the U.S. holiday season and increase during the fourth quarter from collection of wholesale business receivables and fourth quarter DTC sales. This trough cash position is impacted by the amount of product we order from our contract manufacturers in anticipation of customer demand and is more heavily impacted in advance of periods of expected high demand.

Cash Flow Activities

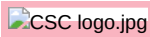
Cash flows are summarized in the following table:

		Three Months Ended March 31,						
		Three Months Ended March 31,						
		Three Months Ended March 31,						
		Six Months Ended June 30,						
		Six Months Ended June 30,						
		Six Months Ended June 30,						
(in millions)	(in millions)	2024	2023	Change	(in millions)	2024	2023	Change
Net cash provided by (used in):								
Net cash provided by (used in):								
Net cash provided by (used in):								
Operating activities								
Operating activities								
Operating activities								
Investing activities								
Investing activities								
Investing activities								
Financing activities								
Financing activities								
Financing activities								

Net effect of exchange rate changes on cash
Net effect of exchange rate changes on cash
Net effect of exchange rate changes on cash
Net increase/(decrease) in cash and cash equivalents
Net increase/(decrease) in cash and cash equivalents
Net increase/(decrease) in cash and cash equivalents
Net decrease in cash and cash equivalents
Net decrease in cash and cash equivalents
Net decrease in cash and cash equivalents

The change in cash flows provided by operating activities was driven by a \$31.8\$124.7 million increase in cash provided by changes in assets and liabilities, partially offset by a \$3.0\$25.5 million decrease in cash provided by net income and non-cash adjustments. The most significant comparative changes in assets and liabilities included *Accounts payable*, *Inventories*, and *Accounts receivable*, and to a lesser extent, *Prepaid expenses and other current assets*, and *assets*. *Accounts payable*. The \$60.2\$100.4 million increase in cash provided by *Accounts payable* was primarily driven by lower inventory receipts in the second quarter of 2024 compared to the second quarter of 2023. The \$46.5 million decrease in cash used in *Inventories* reflected a decrease in inventory as we curtailed inventory purchases to compensate for elevated inventories exiting 2022 and liquidated excess inventory levels throughout 2023

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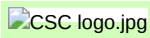


and the first quarter half of 2024. The \$18.4 million decrease in cash used in *Accounts payable* was primarily driven by lower inventory receipts in the first quarter of 2024 compared to the first quarter of 2023. These amounts were partially offset by the \$32.5 million\$33.2 million decrease in cash provided by *Accounts receivable* *Prepaid expenses and other current assets* primarily driven by lower wholesale net sales for the quarter. Additionally, changes in *Prepaid expenses and other current assets* resulted in cash used of \$0.5 million for the first quarter of 2024 compared to cash provided of \$23.1 million for the first quarter of 2023, driven by overall decreases in inventory prepayments from December 31, 2022, prepayments.

Net cash provided by investing activities was \$37.1\$30.0 million for the three six months ended March 31, 2024 June 30, 2024, compared to \$111.7\$89.9 million of cash used in investing activities for the three six months ended March 31, 2023 June 30, 2023. For the 2024 period, net cash provided by investing activities consisted of \$110.9\$446.1 million in cash provided by sales and maturities of short-term investments, partially offset by \$59.0\$388.3 million in cash used for purchases of short-term investments and \$14.8\$27.8 million for capital expenditures. For the 2023 period, net cash used in investing activities consisted of \$98.2\$117.9 million in purchases of short-term investments and \$14.0\$22.8 million for capital expenditures, partially offset by \$0.6\$50.7 million provided by sales and maturities of short-term investments.

Net cash used in financing activities was \$71.4\$139.0 million for the three six months ended March 31, 2024 June 30, 2024 compared to \$35.6\$115.2 million for the three six months ended March 31, 2023 June 30, 2023. For the 2024 period, net cash used in financing activities primarily consisted of repurchases of common stock of \$50.2\$102.6 million and dividend payments to our shareholders of \$17.9\$35.6 million. For the 2023 period, net cash used in financing activities primarily consisted of repurchases of common stock of \$15.3 million\$78.3 million and dividend payments to our shareholders of \$18.6 million\$37.1 million.

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Sources of Liquidity

Cash and cash equivalents and short-term investments

As of March 31, 2024 June 30, 2024, we had cash and cash equivalents of \$418.5 million\$341.8 million and short-term investments of \$369.3 million, compared to \$350.3 million and \$414.2 million, respectively, as of December 31, 2023 and \$361.0 million\$231.6 million and \$99.5 million\$71.2 million, respectively, as of March 31, 2023 June 30, 2023.

Domestic Credit Facility

Refer to Note 7 in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2023 for further information regarding ~~the~~ our domestic credit facility.

As of ~~March 31, 2024~~ June 30, 2024, we had available an unsecured, committed revolving credit facility, which provides for borrowings up to \$500.0 million. We were in compliance with all associated covenants and there was no balance outstanding under the facility.

International Credit Facility

As of ~~March 31, 2024~~ June 30, 2024, our European subsidiary had available an unsecured, committed line of credit, which is guaranteed by the Company and provides for borrowings up to €4.4 million (approximately US\$4.7 million). There was no balance outstanding under the facility.

Other Sources

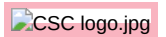
As of ~~March 31, 2024~~ June 30, 2024, collectively, our international subsidiaries had unsecured, uncommitted lines of credit, credit facilities and overdraft facilities, providing for borrowings up to approximately US\$~~104.5~~ 103.2 million. There was no balance outstanding under these facilities.

Capital Requirements

Our expected short-term and long-term cash needs are primarily for working capital and capital expenditures. We expect to meet these short-term and long-term cash needs primarily with cash flows from operations and, if needed, borrowings from our existing credit facilities.

Our working capital management goals include maintaining an optimal level of inventory necessary to deliver goods on time to our customers and our retail stores to satisfy end consumer demand, alleviating manufacturing capacity constraints, and driving efficiencies to minimize the cycle time from the purchase of inventory from our suppliers to the collection of accounts receivable balances from our customers. Inventory balances may be elevated in advance of periods of expected high demand. As of ~~March 31, 2024~~ June 30, 2024, our inventory balance decreased to ~~\$607.4 million~~ \$823.6 million, compared to ~~\$959.2 million~~ \$1,162.5 million as of ~~March 31, 2023~~ June 30, 2023, driven by a meaningful reduction in current season and carryover inventory resulting from lower inventory buys, as well as the use of our outlet stores and temporary clearance locations to profitably sell excess merchandise. We believe older season inventories represent a manageable portion of our total inventory mix.

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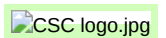
We have planned 2024 capital expenditures of approximately \$60 to \$80 million. This includes investments in our DTC operations, including new stores and digital and supply chain capabilities to support our strategic priorities. Our actual capital expenditures may differ from the planned amounts depending on factors such as the timing of system implementations and new store openings and related construction.

Our long-term goal is to maintain a strong balance sheet and a disciplined approach to capital allocation. Dependent upon our financial position, market conditions and our strategic priorities, our capital allocation approach includes:

- investing in organic growth opportunities to drive long-term profitable growth;
- returning at least 40% of free cash flow to shareholders through dividends and share repurchases; and
- considering opportunistic mergers and acquisitions.

Free cash flow is a non-GAAP financial measure. Free cash flow is calculated by reducing net cash flow from operating activities by capital expenditures. Management believes free cash flow provides investors with an important perspective on the cash available for shareholders and acquisitions after making the capital investments required to support ongoing business operations and long-term value creation. Free cash flow does not represent the residual cash flow available for discretionary expenditures since it excludes certain mandatory expenditures. Management uses free cash flow as a measure to assess both business performance and overall liquidity.

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Other cash commitments

Our inventory purchase obligations were \$675.0 million as were \$450.9 million as of March 31, 2024 June 30, 2024, compared to \$343.4 million and \$540.6 million \$301.9 million as of December 31, 2023 and March 31, 2023 June 30, 2023, respectively.

There have been no other significant changes to our other cash commitments as described in Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2023.

CRITICAL ACCOUNTING ESTIMATES

Management's discussion and analysis of our financial condition and results of operations are based on our unaudited condensed consolidated financial statements, which have been prepared in accordance with GAAP. The preparation of these financial statements requires us to make various estimates and judgments that affect reported amounts of assets, liabilities, sales, cost of sales, and expenses and related disclosure of contingent assets and liabilities. We believe that the estimates, assumptions and judgments involved in the accounting for sales reserves, allowance for uncollectible accounts receivable, excess, close-out and slow-moving inventory, impairment of long-lived assets, intangible assets and goodwill, and income taxes have the greatest potential effect on our financial statements, so we consider these to be our critical accounting policies and estimates. Because of the uncertainty inherent in these matters, actual results may differ from the estimates we use in applying these critical accounting policies and estimates. We base our ongoing estimates on historical experience and other assumptions that we believe to be reasonable in the circumstances. Refer to Part II, Item 7 in our Annual Report on Form 10-K for the year ended December 31, 2023 for additional information regarding our critical accounting policies and estimates.

Management regularly discusses with our audit committee our critical accounting estimates and the development and selection of these accounting estimates. These discussions typically occur at our quarterly audit committee meetings and include the basis and methodology used in developing and selecting these estimates, the trends in and amounts of these estimates, specific matters affecting the amount of and changes in these estimates, and any other relevant matters related to these estimates, including significant issues concerning accounting principles and financial statement presentation.

There have been no significant changes to the Company's significant accounting policies described in Note 2 in Part II, Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2023.

RECENT ACCOUNTING PRONOUNCEMENTS

Refer to Note 1 in Part I, Item 1 of this Quarterly Report on Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

There has not been any material change in the market risk disclosure contained in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2023.

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ITEM 4. CONTROLS AND PROCEDURES

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

We have evaluated, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, the effectiveness of our disclosure controls and procedures pursuant to Rule 13a-15(b) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of the end of the period covered by this report. These disclosure controls and procedures require information to be disclosed in our Exchange Act reports to be (1) recorded, processed, summarized, and reported in a timely manner and (2) accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer.

Based on our evaluation, we, including our Chief Executive Officer and Chief Financial Officer, have concluded that as of March 31, 2024 June 30, 2024 our disclosure controls and procedures are designed at a reasonable assurance level and are effective to provide reasonable assurance that information we are required to disclose in reports we file or submit under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms, and that such information is accumulated

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and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

CHANGES IN INTERNAL CONTROL OVER FINANCIAL REPORTING

There have not been any changes in our internal control over financial reporting that occurred during the quarter ended **March 31, 2024** **June 30, 2024** that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

We are involved in litigation and various legal matters arising in the normal course of business, including matters related to employment, retail, intellectual property, contractual agreements, and various regulatory compliance activities. We have considered facts related to legal and regulatory matters and opinions of counsel handling these matters and do not believe the ultimate resolution of these proceedings will have a material adverse effect on our financial condition, results of operations or cash flows.

Item 1A. RISK FACTORS

In addition to the other information contained in this Quarterly Report on Form 10-Q, the following risk factors should be considered carefully in evaluating our business. Our business, financial condition, results of operations, or cash flows may be materially adversely affected by these and other risks. Please note that additional risks not presently known to us or that we currently deem immaterial may also impair our business and operations.

The following risk factors include changes to and supersede the description of the risk factors associated with our business previously disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023.

CHANGES IN PRODUCT DEMAND CAN ADVERSELY AFFECT OUR FINANCIAL RESULTS

We are Subject to a Number of Risks Which May Adversely Affect Consumer and/or Wholesale Customer Demand for Our Products and Lead to a Decline in Sales and/or Earnings.

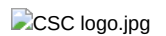
These risks include, but are not limited to:

- **Volatile Economic Conditions.** We are a consumer products company and are highly dependent on consumer discretionary spending. Consumer discretionary spending behavior is inherently unpredictable. Consumer demand, and related wholesale customer demand, for our products may not support our sales targets, or may decline, especially during periods of heightened economic uncertainty in our key markets.
- **Highly Competitive Markets.** In each of our geographic markets, we face significant competition from global and regional branded apparel, footwear, accessories, and equipment companies. More recently this competition has extended to emerging brands that may not be viewed as outdoor brands but are participating in the outdoor apparel and footwear industry. Retailers who are our wholesale customers often pose a significant competitive threat by designing, marketing and distributing apparel, footwear, accessories, and equipment under their own private labels. We also experience direct competition in our DTC business from retailers that are our wholesale customers. This is particularly the case in the digital marketplace, where increased consumer expectations and competitive pressure related to various aspects of our e-commerce business, including speed of product delivery, shipping charges, return privileges, and other evolving expectations are key factors.
- **Consumer Preferences and Fashion/Product Trends.** Changes in consumer preferences, consumer interest in outdoor activities, and fashion/product trends may have a material adverse effect on our business. We also face risks because our success depends on our and our customers' abilities to anticipate consumer preferences and our ability to respond to changes of such preferences in a timely manner. Product development and/or production lead times for many of our products may make it more difficult for us to respond rapidly to new or changing fashion/product trends or consumer preferences.
- **Brand Images.** Our brands have wide recognition, and our success has been due in large part to our ability to maintain, enhance and protect our brand image and reputation and our consumers' and customers' connection to our brands. Our continued success depends in part on our ability to adapt to a rapidly changing media environment, including our increasing reliance on social media and online dissemination of advertising campaigns. In addition, consumer and customer sentiment could be

shaped by our sustainability policies and related design, sourcing and operational decisions. Finally, demand in certain channels may be impacted in the short term as we seek to bring additional consumer segments to our brands by proactively managing the promotional activity of the brands in the marketplace.

- Weather Conditions, Including Global Climate Change Trends. Our sales are affected by weather conditions. Our DTC sales are dependent in part on the weather and our DTC sales growth is likely to be adversely impacted or may even decline in years in which weather conditions do not stimulate demand for our products. Unseasonably warm weather also impacts future sales to our

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wholesale customers, who may hold inventory into subsequent seasons in response to unseasonably warm weather. Our results may be negatively impacted if management is not able to adjust expenses in a timely manner in response to unfavorable weather conditions and the resulting impact on consumer and customer demand. The magnitude of climate change and whether resulting weather patterns continue to trend warmer will influence the extent to which consumer and customer demand for our outerwear products will be negatively affected.

- Shifts in Retail Traffic Patterns. Shifts in consumer purchasing patterns in our key markets may have an adverse effect on our DTC operations and the financial health of certain of our wholesale customers, some of whom may reduce their brick and mortar store fleet, file for protection under bankruptcy laws, restructure, or cease operations. These related business impacts have already occurred at certain of our wholesale customers. We face increased risk of order reduction and cancellation when dealing with financially ailing wholesale customers. We also extend credit to our wholesale customers based on an assessment of the wholesale customer's financial condition, generally without requiring collateral. We may choose (and have chosen in the past) to limit our credit risk by reducing our level of business with wholesale customers experiencing financial difficulties and may not be able to replace those revenues with other customers or through our DTC businesses within a reasonable period or at all.
- Innovation. To distinguish our products in the marketplace and achieve commercial success, we rely on product innovations, including new or exclusive technologies, inventive and appealing design or other differentiating features. If we fail to introduce innovative products that appeal to consumers and customers, we could suffer reputational damage to our brands and demand for our products could decline.

Our Orders from Wholesale Customers are Subject to Cancellation, Which Could Lead to a Decline in Sales or Gross Profit, Write-downs of Excess Inventory, Increased Discounts or Extended Credit Terms to Our Wholesale Customers.

We do not have long-term contracts with any of our wholesale customers. We do have contracts with our independent international distributors; although these contracts may have annual purchase minimums that must be met in order to retain distribution rights, the distributors are not otherwise obligated to purchase products from us. Sales to our wholesale customers (other than our international distributors) are generally on an order-by-order basis and are subject to rights of cancellation and rescheduling prior to shipment of orders. We place the majority of our orders for products with our contract manufacturers for our wholesale customers based on these advance orders. We consider the timing of delivery dates in our wholesale customer orders when we forecast our sales and earnings for future periods. If any of our major wholesale customers experience a significant downturn in business or fail to remain committed to our products or brands, or if we are unable to deliver products to our wholesale customers in the agreed upon manner or reach mutually agreeable accommodations, these customers could postpone, reduce, cancel, or discontinue purchases from us, including after we have begun production on any order, or seek to impose chargebacks.

Our Inability to Accurately Predict Consumer and/or Customer Demand for Our Products Could Lead to a Build-up of Inventory or a Lack of Inventory and Affect Our Gross Margin.

We place orders for our products with our contract manufacturers in advance of the related selling season and, as a result, are vulnerable to changes in consumer and/or customer demand for our products. Therefore, we must accurately forecast consumer and/or customer demand for our products well in advance of the selling season. We are subject to numerous risks relating to consumer and/or customer demand (see "We are Subject to a Number of Risks Which May Adversely Affect Consumer and/or Customer Demand for our Products and Lead to a Decline in Sales and/or Earnings" and "Our Orders from Wholesale Customers are Subject to Cancellation, Which Could Lead to a Decline in Sales or Gross Profit, Write-downs of Excess Inventory, Increased Discounts or Extended Credit Terms to Our Wholesale Customers" for additional information). Our ability to accurately predict consumer and/or customer demand well in advance of the selling season for our products is impacted by these risks, as well as our reliance on manual processes and judgments that are subject to human error. These risks are heightened during periods of macroeconomic and geopolitical volatility.

Our failure to accurately forecast consumer and/or customer demand could result in inventory levels in excess of demand, which may cause inventory write-downs and/or the sale of excess inventory at discounted prices through our outlet stores, temporary clearance locations, or third-party liquidation channels (as we are currently doing) and could have a material adverse effect on our brand image and gross margin. In addition, we may experience additional costs and margin pressure relating to the storage and processing of excess inventory, including through our outlet stores and temporary clearance locations.

Conversely, if we underestimate consumer and/or customer demand for our products or if our contract manufacturers or third-party logistics providers are unable to supply or deliver products when we need them, we may experience inventory shortages, which may prevent us from fulfilling product orders or having optimal inventory assortments for our DTC channels resulting in lost sales, negatively affect our wholesale customer and consumer relationships, result in increased costs to expedite production and delivery, or diminish our ability to build brand loyalty.

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WE ARE SUBJECT TO VARIOUS RISKS IN OUR SUPPLY CHAIN

Our Reliance on Contract Manufacturers, Including Our Ability to Enter Into Purchase Order Commitments with Them and Maintain Quality Standards of Our Products and Standards of Manufacturing Processes at Contract Manufacturers, May Result in Lost Sales and Impact our Gross Margin and Results of Operations.

Our products are manufactured by contract manufacturers worldwide, primarily in the Asia Pacific region. Although we enter into purchase order commitments with these contract manufacturers each season, we generally do not maintain long-term manufacturing commitments with them, and various factors could interfere with our ability to source our products. Without long-term commitments, there is no assurance that we will be able to secure adequate or timely production capacity and our competitors may obtain production capacities that effectively limit or eliminate the availability of our contract manufacturers. If we are unable to obtain necessary production capacities, we may be unable to meet consumer demand, resulting in lost sales.

In addition, contract manufacturers may fail to perform as expected. If a contract manufacturer fails to ship orders in a timely manner, we could experience supply disruptions that result in missed delivery deadlines, which may cause our customers to cancel their orders, refuse to accept deliveries or demand a reduction in purchase price or cause us to incur additional freight costs.

Reliance on contract manufacturers also creates quality control risks. Contract manufacturers may need to use sub-contracted manufacturers to fulfill our orders, which could result in compromised quality of our products. A failure in our quality control program, or a failure of our contract manufacturers or their subcontractors to meet our quality control standards, may result in diminished product quality, which in turn could result in increased order cancellations, price concessions, product returns, decreased consumer and customer demand for our products, non-compliance with our product standards or regulatory requirements, or product recalls or other regulatory actions.

We impose standards of manufacturing practices on our contract manufacturers for the benefit of workers and require compliance with our restricted substances list and product safety and other applicable laws, including environmental, health and safety and forced labor laws. We also require that our contract manufacturers impose these practices, standards and laws on their subcontractors. If a contract manufacturer or subcontractor violates labor or other laws or engages in practices that are not generally accepted as safe or ethical, we may experience production disruptions, lost sales or significant negative publicity that could result in long-term damage to our reputation. In some circumstances, parties may assert that we are liable for our contract manufacturers' or subcontractors' labor and operational practices, which could have a material adverse effect on our brand image, results of operations and our financial condition.

Volatility in the Availability of and Prices for Raw Materials We Use in Our Products Could Have a Material Adverse Effect on Our Revenues, Costs, Gross Margins and Profitability.

Our products are derived from raw materials that are subject to both disruptions to supply availability and price volatility. If there are supply disruptions or price increases for raw materials we use in our products and we are unable to obtain sufficient raw materials to meet production needs or offset rising costs by increasing the price of our products or achieving efficiency improvements, we could experience negative impacts to our sales and profitability.

For Certain Materials We Depend on a Limited Number of Suppliers, Which May Cause Increased Costs or Production Delays.

As an innovative company, some of our materials are highly technical and/or proprietary and may be available from only one source or a very limited number of sources. As a result, from time to time, we may have difficulty satisfying our material requirements. Although we believe that we can identify and qualify additional contract manufacturers to produce or supply these materials or alternative materials as necessary, there are no guarantees that additional contract manufacturers will be available. In addition, depending on the timing, any changes in sources or materials may result in increased costs or production delays.

Our Success Depends on Third-Party Logistics Providers and Our and Third-Party Distribution Facilities.

The majority of our products are manufactured outside of our principal sales markets, which requires these products to be consolidated and transported, sometimes over large geographical distances. A small number of third-party logistics providers currently consolidate, deconsolidate and/or transload almost all of our products. Any disruption in the operations of these providers or changes to the costs they charge, due to capacity constraints, volatile fuel prices or otherwise, could materially impact our sales and profitability. A prolonged disruption in the operations of these providers could also require us to seek alternative distribution arrangements, which may not be available on

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attractive terms and could lead to delays in distribution of products, either of which could have a significant and material adverse effect on our business, results of operations and financial condition.

In addition, the ability to move products over larger geographical distances could be negatively affected by ocean, air and trucking cargo capacity constraints or labor disruptions, or such constraints or disruptions at ports or borders, or geopolitical conflicts (such as is occurring currently in the Red Sea). These constraints, conflicts and disruptions could hinder our ability to satisfy demand through our wholesale and DTC businesses, and we may miss delivery deadlines, which may cause our customers to cancel their orders, refuse to accept deliveries or demand a reduction in purchase price. Furthermore, increases in distribution costs, including but not limited to freight costs, could adversely affect our costs, which we may not be able to offset through price increases or decreased promotions.

We receive our products from third-party logistics providers at our owned distribution centers in the United States, Canada and France. The fixed costs associated with owning, operating and maintaining such distribution centers during a period of economic weakness or declining sales can result in lower operating efficiencies, financial leverage and potential impairment in the recorded value of distribution assets.

We also receive and distribute our products through third-party operated distribution facilities internationally and domestically. We depend on these third-parties to manage the operation of their distribution facilities as necessary to meet our business needs. If the third-parties fail to manage these responsibilities, our international and domestic distribution operations could face significant disruptions or we could incur additional expense. Transitions within our distribution network amongst third-party distribution partners, as is currently occurring, exacerbates this risk.

Our ability to meet consumer and customer expectations, manage inventory, complete sales, and achieve our objectives for operating efficiencies depends on the proper operation of our existing distribution facilities, as well as the facilities of third-parties, the development or expansion of additional distribution capabilities and services, and the timely performance of services by third-parties, including those involved in moving products to and from our distribution facilities and facilities operated by third-parties. The uneven flow of inventory receipts during peak times at our distribution centers may cause us to miss delivery deadlines, as we work through inventory, which in turn may cause our customers to cancel their orders, refuse to accept deliveries or demand a reduction in purchase price.

OUR INVESTMENT IN STRATEGIC PRIORITIES EXPOSES US TO CERTAIN RISKS

We May Be Unable to Execute Our Strategic Priorities, Which Could Limit Our Ability to Invest in and Grow Our Business.

Our strategic priorities are to drive brand awareness and sales growth through increased, focused demand creation investments, enhance consumer experience and digital capabilities in all of our channels and geographies, expand and improve global DTC operations with supporting processes and systems and invest in our people and optimize our organization across our portfolio of brands.

To implement our strategic priorities, we must continue to, among other things, modify and fund various aspects of our business, effectively prioritize our initiatives and execute effective change management. These efforts, coupled with a continuous focus on expense discipline, may place strain on internal resources, and we may have operating difficulties as a result.

Our strategic priorities also generally involve increased expenditures, which could cause our profitability or operating margin to decline if we are unable to offset our increased spending with increased sales or gross profit or comparable reductions in other operating costs (as is currently occurring). This could result in a decision to delay, modify, or terminate certain initiatives related to our strategic priorities.

Initiatives to Upgrade Our Business Processes and Information Technology Systems to Optimize Our Operational and Financial Performance Involve Many Risks Which Could Result in, Among Other Things, Business Interruptions, Higher Costs and Lost Profits.

We regularly implement business process improvement and information technology initiatives intended to optimize our operational and financial performance. Transitioning to these new or upgraded processes and systems requires significant capital investments and personnel resources. Implementation is also highly dependent on the coordination of numerous employees, contractors and software and system providers. The interdependence of these processes and systems is a significant risk to the successful completion and continued refinement of these initiatives, and the failure of any aspect could have a material adverse effect on the functionality of our overall business. We may also experience difficulties in implementing or operating our new or upgraded business processes or information technology systems, including, but not limited to, ineffective or inefficient operations, significant system failures, system outages, delayed implementation and loss of system availability, which could lead to increased implementation and/or operational costs, loss or corruption of data, delayed shipments, excess inventory and interruptions of operations resulting in lost sales and/or profits.

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We May Not Realize Returns on Our Fixed Cost Investments in Our DTC Business Operations.

We continue to make investments in our digital capabilities and our DTC operations, including new stores. (See “Initiatives to Upgrade Our Business Processes and Information Technology Systems to Optimize Our Operational and Financial Performance Involve Many Risks Which Could Result in, Among Other Things, Business Interruptions, Higher Costs and Lost Profits”.) Since many of the costs of our DTC operations are fixed, we may be unable to reduce expenses in order to avoid losses or negative cash flows if we have insufficient sales. We may not be able to exit DTC brick and mortar locations and related leases at all or without significant cost or loss, renegotiate the terms thereof, or effectively manage the profitability of our existing brick and mortar stores. In addition, obtaining real estate and effectively renewing real estate leases for our DTC brick and mortar operations is subject to the real estate market and we may not be able to secure adequate new locations or successfully renew leases for existing locations.

WE ARE SUBJECT TO CERTAIN INFORMATION TECHNOLOGY RISKS

We Rely on Information Technology Systems, including Third-Party Cloud-based Solutions, and Any Failure of These Systems May Result in Disruptions or Outages in Our E-Commerce and In-Store Retail Platforms, Loss of Processing Capabilities, and/or Loss of Data, Any of Which May Have a Material Adverse Effect on Our Financial Condition, Results of Operations or Cash Flow.

Our reputation and ability to attract, retain and serve consumers and customers is dependent upon the reliable performance of our underlying technology infrastructure and external service providers, including third-party cloud-based solutions. These systems are vulnerable to damage or interruption and we have experienced interruptions in the past. We rely on cloud-based solutions furnished by third-parties primarily to allocate resources, pay vendors, collect from customers, manage loyalty programs, process transactions, develop demand and supply plans, manage product design, production, transportation, and distribution, forecast and report operating results, meet regulatory requirements and administer employee payroll and benefits, among other functions. In addition, our DTC operations, both in-store and online, rely on cloud-based solutions to process transactions. We have also designed a significant portion of our software and computer systems to utilize data processing and storage capabilities from third-party cloud solution providers. Both our on-premises and cloud-based infrastructure may be susceptible to outages due to any number of reasons, including human error, fire, floods, power loss, telecommunications failures, terrorist attacks and similar events. Despite the implementation of security measures that we believe to be reasonable, both our on-premises and our cloud-based infrastructure may also be vulnerable to hacking, computer viruses, the installation of malware and similar disruptions either by third-parties or employees, which may result in outages. We do not have redundancy for all of our systems and our disaster recovery planning may not account for all eventualities. If we or our existing third-party cloud-based solution providers experience interruptions in service regularly or for a prolonged basis, or other similar issues, our business could be seriously harmed and, in some instances, our consumers and customers may not be able to purchase our products, which could significantly and negatively affect our sales. Additionally, our existing cloud-based solution providers have broad discretion to change and interpret their terms of service and other policies with respect to us, and they may take actions beyond our control that could harm our business. We also may not be able to control the quality of the systems and services we receive from our third-party cloud-based solution providers. Any transition of the cloud-based solutions currently provided to different cloud providers would be difficult to implement and may cause us to incur significant time and expense.

If we and/or our cloud-based solution providers are not successful in preventing or effectively responding to outages or cyberattacks, our financial condition, results of operations and cash flow could be materially and adversely affected.

A Security Breach of Our or Our Third-Parties' Systems, Exposure of Personal or Confidential Information or Increased Government Regulation Relating to Handling of Personal Data, Could, Among Other Things, Disrupt Our Operations or Cause Us to Incur Substantial Costs or Negatively Affect Our Reputation.

We and many of our third-party vendors manage and maintain various types of proprietary information and sensitive and confidential data relating to our business, such as personally identifiable information of our consumers, our customers, our employees, and our business partners, as well as payment information in certain instances. Unauthorized parties may attempt to gain access to these systems or information through fraud or other means of deceiving our employees or third-party service providers. The methods used to obtain unauthorized access, disable or degrade service or sabotage systems are constantly changing and evolving, and may be difficult to anticipate or detect for long periods of time. The ever-evolving threats mean we and our third-parties must continually evaluate and adapt our systems and processes, and there is no guarantee that these efforts will be adequate to safeguard against all data security breaches or misuses of data. Any breaches of our or our third-parties' systems could expose us, our customers, our consumers, our suppliers, our employees, or other individuals to a risk of loss or misuse of this information, result in litigation and potential liability for us, damage our reputation, or

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otherwise harm our business. While we maintain cyber liability insurance policies for coverage in the event of a cybersecurity incident, we cannot be certain that our existing coverage will continue to be available on acceptable terms or will be available, and in sufficient amount, to cover the potentially significant losses that could result from a cybersecurity incident or that the insurer will not deny coverage as to any future claims.

In addition, as the regulatory environment related to information security, data collection and use and privacy becomes increasingly rigorous, with new and constantly changing requirements applicable to our business, compliance with those requirements could also result in additional costs or liabilities. Non-U.S. data privacy and data security laws and regulations, various U.S. federal and state laws and other information privacy and security standards may be and are applicable to us. Violations of these requirements could result in significant penalties, investigations or litigation. Significant legislative, judicial or regulatory changes have been and could be issued in the future. As new requirements are issued, new processes must be implemented to ensure compliance. In addition, previously implemented processes must be continually refined. This work is accomplished through significant efforts by our employees. The diverted attention of these employees may impact our operations and there may be additional costs incurred by us for third-party resources to advise on the constantly changing landscape. Limitations on the use of data may also impact our future business strategies. Additionally, our DTC business depends on customers' willingness to entrust us with their personal information. Events that adversely affect that trust could adversely affect our brand and reputation.

We Depend on Certain Legacy Information Technology Systems, Which May Inhibit Our Ability to Operate Efficiently.

Our legacy product development, retail and other systems, on which we continue to manage a portion of our business activities, rely on the availability of limited internal and external resources with the expertise to maintain the systems. In addition, our legacy systems, including aged systems in our Japanese and Korean businesses, may not support desired functionality for our operations and may inhibit our ability to operate efficiently. As we continue to transition from our legacy systems and implement new systems, certain functionality and information from our legacy systems, including that of third-party systems that interface with our legacy systems, may not be fully compatible with the new systems.

WE ARE SUBJECT TO LEGAL AND REGULATORY RISKS

Our Success Depends on the Protection of Our Intellectual Property Rights.

Our registered and common law trademarks, our patented or patent-pending designs and technologies, trade dress and the overall appearance and image of our products have significant value and are important to our ability to differentiate our products from those of our competitors.

As we strive to achieve product innovations, extend our brands into new product categories and expand the geographic scope of our marketing, we face a greater risk of inadvertent infringements of third-party rights or compliance issues with regulations applicable to products with technical features or components. We may become subject to litigation based on allegations of infringement or other improper use of intellectual property rights of third-parties. In addition, failure to successfully obtain and maintain patents on innovations could negatively affect our ability to market and sell our products.

We regularly discover products that are counterfeit reproductions of our products or that otherwise infringe on our proprietary rights. Increased instances of counterfeit manufactured products and sales may adversely affect our sales and the reputation of our brands and result in a shift of consumer preference away from our products. The actions we take to establish and protect trademarks and other proprietary rights may not be adequate to prevent imitation of our products by others or to prevent others from seeking to block sales of our products as violations of proprietary rights. In markets outside of the United States, it may be more difficult for us to establish our proprietary rights and to successfully challenge use of those rights by other parties.

Litigation is often necessary to defend against claims of infringement or to enforce and protect our intellectual property rights. Intellectual property litigation may be costly and may divert management's attention from the operation of our business. Adverse determinations in any litigation may result in the loss of our proprietary rights, subject us to significant liabilities or require us to seek licenses from third-parties, which may not be available on commercially reasonable terms, if at all.

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Certain of Our Products Are Subject to Product Regulations and/or Carry Warranties, Which May Cause an Increase to Our Expenses in the Event of Non-Compliance and/or Warranty Claims.

Our products are subject to increasingly stringent and complex domestic and foreign product labeling, performance, environmental and safety standards, laws and other regulations, including those pertaining to perfluoroalkyl and polyfluoroalkyl substances and other environmental impacts. These requirements could result in greater expense associated with compliance efforts, and failure to comply with these regulations could result in a delay, non-delivery, recall, or destruction of inventory shipments during key seasons, a loss of advance orders from wholesale customers or in other financial penalties. Significant or continuing noncompliance with these standards and laws could disrupt our business and harm our reputation.

Our products are generally used in outdoor activities, sometimes in severe conditions. Product recalls or product liability claims resulting from the failure, or alleged failure, of our products could have a material adverse effect on the reputation of our brands and result in additional expenses. Most of our products carry limited warranties for defects in quality and workmanship. We maintain a warranty reserve for estimated future warranty claims, but the actual costs of servicing future warranty claims may exceed the reserve.

We May Have Additional Tax Liabilities or Experience Increased Volatility in Our Effective Tax Rate.

As a global company, we determine our income tax liability in various tax jurisdictions and our effective tax rate based on an analysis and interpretation of local tax laws and regulations and our financial projections. This analysis requires a significant amount of judgment and estimation and is often based on various assumptions about the future, which, in times of economic disruptions, are highly uncertain. These determinations are the subject of periodic domestic and foreign tax audits. Although we accrue for uncertain tax positions, our accruals may be insufficient to satisfy unfavorable findings. Unfavorable audit findings and tax rulings may result in payment of taxes, fines and penalties for prior periods and higher tax rates in future periods.

Other changes in the tax laws of the jurisdictions where we do business, including an increase in tax rates or an adverse change in the treatment of an item of income or expense, could result in a material increase in our tax expense. For example, changes in the tax laws of foreign jurisdictions could arise as a result of the Base Erosion and Profit Shifting project undertaken by the Organization for Economic Co-operation and Development ("OECD"). The OECD, which represents a coalition of member countries, has recommended changes to numerous long-standing tax principles. The OECD Pillar 2 global minimum tax rules, which generally provide for a minimum effective tax rate of 15%, are intended to apply for tax years beginning in 2024. On February 2, 2023, the OECD issued administrative guidance providing transition and safe harbor rules around the implementation of the Pillar 2 global minimum tax. Under a transitional safe harbor released July 17, 2023, the undertaxed profits rule top-up tax in the jurisdiction of a company's ultimate parent entity will

be zero for each fiscal year of the transition period if that jurisdiction has a corporate tax rate of at least 20%. The safe harbor transition period will apply to fiscal years beginning on or before December 31, 2025 and ending before December 31, 2026. We are closely monitoring developments and evaluating the impact these new rules are anticipated to have on our tax rate, including eligibility to qualify for these safe harbor rules. As these changes are adopted by countries, tax uncertainty could increase and may adversely affect our provision for income taxes.

Due to the nature of the findings in the Korea 2009 through 2014 income tax audits, the Company has invoked the Mutual Agreement Procedures outlined in the United States-Korean income tax treaty. The Company does not anticipate that adjustments relative to these findings will result in material changes to its financial condition, results of operations or cash flows.

WE OPERATE GLOBALLY AND ARE SUBJECT TO SIGNIFICANT RISKS IN MANY JURISDICTIONS

Global Regulation and Economic and Political Conditions, as well as Potential Changes in Regulations, Legislation and Government Policy, May Negatively Affect Our Business.

We are subject to risks generally associated with doing business internationally. These risks include, but are not limited to, the burden of complying with, and unexpected changes to, foreign and domestic laws and regulations, such as anti-corruption and forced labor regulations and sanctions regimes, sustainability regulations, the effects of fiscal and political crises and political and economic disputes, changes in diverse consumer preferences, foreign currency exchange rate fluctuations, managing a diverse and widespread workforce, political unrest, terrorist acts, military operations, disruptions or delays in shipments, disease outbreaks, natural disasters, and changes in economic conditions in countries in which we contract to manufacture, source raw materials or sell products. Our ability to sell products in certain markets, demand for our products in certain markets, our ability to collect accounts receivable, our contract manufacturers' ability to procure raw materials or manufacture products, distribution and logistics providers' ability to operate, our ability to operate brick and mortar stores, our workforce, and our cost of doing business (including the cost of freight and logistics) may be impacted by these events should they occur and laws and regulations that are enacted in response to such events. Our exposure to these risks is heightened in Vietnam, where a significant portion of our contract manufacturing is located, and in China, where a large portion of the raw materials used in our products is sourced by

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our contract manufacturers. Should certain of these events occur in Vietnam or China, they could cause a substantial disruption to our business and have a material adverse effect on our financial condition, results of operations or cash flows.

In addition, many of our imported products are subject to duties, tariffs or other import limitations that affect the cost and quantity of various types of goods imported into the United States and other markets, including the punitive tariffs on U.S. products imported from China imposed in 2019. In addition, goods suspected of being manufactured with forced labor could be blocked from importation into the U.S. or other countries, which could materially impact sales.

In connection with the United Kingdom's exit from the European Union (commonly referred to as "Brexit"), on December 24, 2020, the European Union ("E.U.") and the United Kingdom ("U.K.") reached an agreement, the E.U.-U.K. Trade and Cooperation Agreement, to govern aspects of the relationship of the E.U. and U.K. following Brexit. As a result of no longer having "free circulation" between the U.K. and the E.U., we have incurred and will continue to incur additional duties. We are investigating alternatives to mitigate these additional costs in the future.

Fluctuations in Inflation and Currency Exchange Rates Could Result in Lower Revenues, Higher Costs and/or Decreased Margins and Earnings.

We derive a significant portion of our sales from markets outside the United States, which consist of sales to wholesale customers and directly to consumers by our entities in Europe, Asia, and Canada and sales to independent international distributors who operate within EMEA and LAAP. The majority of our purchases of finished goods inventory from contract manufacturers are denominated in United States dollars, including purchases by our foreign entities. These purchase and sale transactions expose us to the volatility of global economic conditions, including fluctuations in inflation and foreign currency exchange rates. Our international revenues and expenses generally are derived from sales and operations in foreign currencies, and these revenues and expenses could be and have been affected by currency fluctuations, specifically amounts recorded in foreign currencies and translated into United States dollars for consolidated financial reporting, as weakening of foreign currencies relative to the United States dollar adversely affects the United States dollar value of the Company's foreign currency-denominated sales and earnings.

Our exposure is increased with respect to our wholesale customers (including international distributors), where, in order to facilitate solicitation of advance orders for the spring and fall seasons, we establish local-currency-denominated wholesale and retail price lists in each of our foreign entities approximately six to nine months prior to United States dollar-denominated seasonal inventory purchases. As a result, our consolidated results are directly exposed to transactional foreign currency exchange risk and have been and could be further impacted by the United States dollar strengthening during the six to nine months between when we establish seasonal local-currency prices and when we purchase inventory. In addition to the direct currency exchange rate exposures described above, our wholesale business is indirectly exposed to currency exchange rate risks. Weakening of a wholesale customer's functional currency relative to the United States dollar makes it more expensive for it to purchase finished goods inventory from us, which may cause a wholesale customer to cancel orders or increase prices for our products, which may make our products less price-competitive in those markets. In addition, in order to make purchases and pay us on a timely basis, our international distributors must exchange sufficient quantities of their functional currency for United States dollars through the financial markets and may be limited in the amount of United States dollars they are able to obtain.

We employ several strategies in an effort to mitigate this transactional currency risk, but these strategies may not and, in the current environment, have not fully mitigated the negative effects of adverse foreign currency exchange rate fluctuations on the cost of our finished goods in a given period and there is no assurance that price increases will be accepted by our wholesale customers, international distributors or consumers. Our gross margins are adversely affected whenever we are not able to offset the full extent of finished goods cost increases caused by adverse fluctuations in foreign currency exchange rates.

Currency exchange rate fluctuations may also create indirect risk to our business by disrupting the business of independent finished goods manufacturers from which we purchase our products. When their functional currencies weaken in relation to other currencies, the raw materials they purchase on global commodities markets become more expensive and more difficult to finance. Although each manufacturer bears the full risk of fluctuations in the value of its currency against other currencies, our business can be and has been indirectly affected when adverse fluctuations cause a manufacturer to raise the prices of goods it produces for us, disrupt the manufacturer's ability to purchase the necessary raw materials on a timely basis, or disrupt the manufacturer's ability to function as an ongoing business.



WE ARE SUBJECT TO NUMEROUS OPERATIONAL RISKS

Our Ability to Manage Fixed Costs Across a Business That is Affected by Seasonality May Impact Our Profits.

Our business is affected by the general seasonal trends common to the outdoor industry. Our products are marketed on a seasonal basis and our annual net sales are weighted heavily toward the fall/winter season, while our operating expenses are more equally distributed throughout the year. As a result, often a majority of our operating profits are generated in the second half of the year. If we are unable to manage our fixed costs in the seasons where we experience lower net sales, our profits may be adversely impacted.

Labor Matters, Changes in Labor Laws and Our Ability to Meet Our Labor Needs May Reduce Our Revenues and Earnings.

Our business depends on our ability to source and distribute products in a timely manner. While a majority of our own operations are not subject to organized labor agreements, certain of our operations in Europe include a formal representation of employees by a Works Council and the application of a collective bargaining agreement. Matters that may affect our workforce at contract manufacturers where our goods are produced, shipping ports, transportation carriers, retail stores, or distribution centers create risks for our business, particularly if these matters result in work shut-downs (with little to no notice), slowdowns, lockouts, strikes, or other disruptions. The foregoing includes potential impacts to our business as a result of the International Longshore and Warehouse Union and Teamsters negotiations. Labor matters may have a material adverse effect on our business, potentially resulting in canceled orders by customers, inability to fulfill potential e-commerce demand, unanticipated inventory accumulation and reduced net sales and net income.

In addition, our ability to meet our labor needs at our distribution centers, retail stores, corporate headquarters, and regional subsidiaries, including our ability to find qualified employees while controlling wage and related labor costs, is generally subject to numerous external factors, including the availability of a sufficient number of qualified people in the work force of the markets in which our operations are located, unemployment levels within those markets, absenteeism, prevailing wage rates, changing demographics, parental responsibilities, health and other insurance costs, and adoption of new or revised employment and labor laws and regulations. Our ability to source, distribute and sell products in a timely and cost-effective manner may be negatively affected to the extent we experience these factors. Our ability to comply with labor laws, including our ability to adapt to rapidly changing labor laws, as well as provide a safe working environment may increase our risk of litigation and cause us to incur additional costs.

We May Incur Additional Expenses, Be Unable to Obtain Financing, or Be Unable to Meet Financial Covenants of Our Financing Agreements as a Result of Downturns in the Global Markets.

Our vendors, wholesale customers, licensees and other participants in our supply chain may require access to credit markets in order to do business. Credit market conditions may slow our collection efforts as our wholesale customers find it more difficult to obtain necessary financing, leading to higher than normal accounts receivable. This could result in greater expense associated with collection efforts and increased bad debt expense. Credit conditions and/or supply chain disruptions may impair our vendors' ability to finance the purchase of raw materials or general working capital needs to support our production requirements, resulting in a delay or non-receipt of inventory shipments during key seasons.

Historically, we have limited our reliance on debt to finance our working capital, capital expenditures and investing activity requirements. We expect to fund our future capital expenditures with existing cash, expected operating cash flows and credit facilities, but, if the need arises to finance additional expenditures, we may need to seek additional funding. Our ability to obtain additional financing will depend on many factors, including prevailing market conditions, our financial condition and our ability to negotiate favorable terms and conditions. Financing may not be available on terms that are acceptable or favorable to us, if at all.

Our credit agreements have various financial and other covenants. If an event of default were to occur, the lenders could, among other things, declare outstanding amounts due and payable. If we were to borrow under our credit agreements, we would be subject to market interest rates and may incur additional interest expense when borrowing in a high interest rate environment.

Acquisitions Are Subject to Many Risks.

From time to time, we may pursue growth through strategic acquisitions of assets or companies. Acquisitions are subject to many risks, including potential loss of significant customers or key personnel of the acquired business as a result of the change in ownership, difficulty integrating the operations of the acquired business or achieving targeted efficiencies, the incurrence of substantial costs and expenses related to the acquisition effort, and diversion of management's attention from other aspects of our business operations.



Acquisitions may also cause us to incur debt or result in dilutive issuances of our equity securities. Our acquisitions may cause large one-time expenses or create goodwill or other intangible assets that could result in significant impairment charges in the future (as has recently occurred with the prAna brand). We also make various estimates and assumptions in order to determine purchase price allocation and estimate the fair value of assets acquired and liabilities assumed. If our estimates or assumptions used to value these assets and liabilities vary from actual or future projected results, we may be exposed to losses, including impairment losses, that could be material.

We do not provide any assurance that we will be able to successfully integrate the operations of any acquired businesses into our operations or achieve the expected benefits of any acquisitions. The failure to successfully integrate newly acquired businesses or achieve the expected benefits of strategic acquisitions in the future could have an adverse effect on our financial condition, results of operations or cash flows. We may not complete a potential acquisition for a variety of reasons, but we may nonetheless incur material costs in the preliminary stages of evaluating and pursuing such an acquisition that we cannot recover.

Extreme Weather Conditions, Climate Change, and Natural Disasters Could Negatively Impact Our Operating Results and Financial Condition.

Extreme weather conditions in the areas in which our retail stores, suppliers, consumers, customers, distribution centers, headquarters and vendors are located could adversely affect our operating results and financial condition. Moreover, climate change and natural disasters such as earthquakes, hurricanes and tsunamis, whether occurring in the United States or abroad, and their related consequences and effects, including energy shortages and public health issues, could disrupt our operations, the operations of our vendors and other suppliers or result in economic instability and changes in consumer preferences and spending that may negatively impact our operating results and financial condition.

An Outbreak of Disease or Similar Public Health Threat, Such as a Pandemic, Could Have an Adverse Impact on Our Business, Operating Results and Financial Condition.

An outbreak of disease or similar public health threat, such as a pandemic, could have an adverse impact on our business, financial condition and operating results, including in the form of lowered net sales and the delay of inventory production and fulfillment in impacted regions.

Our Investment Securities May Be Adversely Affected by Market Conditions.

Our investment portfolio is subject to a number of risks and uncertainties. Changes in market conditions, such as those that accompany an economic downturn or economic uncertainty, may negatively affect the value and liquidity of our investment portfolio, perhaps significantly. Our ability to find diversified investments that are both safe and liquid and that provide a reasonable return may be impaired, potentially resulting in lower interest income, less diversification, longer investment maturities, or other-than-temporary impairments.

We Depend on Certain Key Personnel.

Our future success will depend in part on our ability to attract, retain and develop certain key talent and to effectively manage succession. We face intense competition for these individuals worldwide, and there is a significant concentration of well-funded apparel and footwear competitors near our headquarters in Portland, Oregon. We may not be able to attract qualified new employees or retain existing employees, which may have a material adverse effect on our financial condition, results of operations or cash flows.

We License our Proprietary Rights to Third-Parties and Could Suffer Reputational Damage to Our Brands if We Fail to Choose Appropriate Licensees.

We currently license, and expect to continue licensing, certain of our proprietary rights, such as trademarks or copyrighted material, to third-parties. We rely on our licensees to help preserve the value of our brands. Although we attempt to protect our brands through approval rights, we cannot completely control the use of our licensed brands by our licensees. The misuse of a brand by or negative publicity involving a licensee could have a material adverse effect on that brand and on us.

In addition, from time to time we license the right to operate retail stores for our brands to third-parties, primarily to our independent international distributors. We provide training to support these stores and set operational standards. However, these third-parties may not operate the stores in a manner consistent with our standards, which could cause reputational damage to our brands or harm these third-parties' sales.

RISKS RELATED TO OUR SECURITIES

Our Common Stock Price May Be Volatile.

Our common stock is traded on the NASDAQ Global Select Market. Factors such as general market conditions, actions by institutional investors to rapidly accumulate or divest of a substantial number of our shares, fluctuations in financial results, variances from financial market expectations, changes in earnings estimates or recommendations by analysts, or announcements by us or our competitors may cause the market price of our common stock to fluctuate, perhaps substantially.

Certain Shareholders Have Substantial Control Over Us and Are Able to Influence Corporate Matters.

As of **March 31, 2024** **June 30, 2024**, three related shareholders, Timothy P. Boyle, Joseph P. Boyle, and Molly E. Boyle, controlled just under 50% of our common stock outstanding. As a result, if acting together, Timothy P. Boyle, Joseph P. Boyle, and Molly E. Boyle are able to exercise significant influence over all matters requiring shareholder approval. These holdings could be significantly diminished (and with them the related effective control percentage) to satisfy any applicable estate or unrealized gains tax obligations of the holders.

The Sale or Proposed Sale of a Substantial Number of Shares of Our Common Stock Could Cause the Market Price of Our Common Stock to Decline.

Shares held by Timothy P. Boyle, Joseph P. Boyle, and Molly E. Boyle, are available for resale, subject to the requirements of, and the rules under, the Securities Act of 1933 and the Securities Exchange Act of 1934. The sale or the prospect of the sale of a substantial number of these shares may have an adverse effect on the market price of our common stock.

We also may issue our capital stock or securities convertible into our capital stock from time to time in connection with a financing, acquisition, investment, or otherwise. Any such issuance could result in substantial dilution to our existing shareholders and cause the market price of our common stock to decline.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

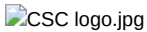
PURCHASES OF EQUITY SECURITIES BY THE ISSUER

Since the inception of our share repurchase program in 2004 through **March 31, 2024** **June 30, 2024**, our Board of Directors has authorized the repurchase of \$2.0 billion of our common stock, excluding excise tax. Shares of our common stock may be purchased in the open market or through privately negotiated transactions, subject to market conditions, and generally settle subsequent to the trade date. The repurchase program does not obligate us to acquire any specific number of shares or to acquire shares over any specified period of time. Under this program as of **March 31, 2024** **June 30, 2024**, we had repurchased **34.7 million** **35.5 million** shares at an aggregate purchase price of **\$1,704.8 million** **\$1,765.4 million**, and had **\$295.2 million** **\$234.6 million** remaining available, excluding excise tax.

The following is a summary of our common stock repurchases, excluding excise tax, during the quarter ended **March 31, 2024** **June 30, 2024**:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)	
January 1, 2024 through January 31, 2024	2,153	\$ 74.53	2,153	\$	345.2
February 1, 2024 through February 29, 2024	253,900	\$ 79.02	253,900	\$	325.1
March 1, 2024 through March 31, 2024	375,415	\$ 79.76	375,415	\$	295.2
Total	631,468	\$ 79.45	631,468	\$	295.2

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (in millions)	
April 1, 2024 through April 30, 2024	478,470	\$ 76.07	478,470	\$	258.8
May 1, 2024 through May 31, 2024	37,907	\$ 79.83	37,907	\$	255.7
June 1, 2024 through June 30, 2024	266,592	\$ 79.24	266,592	\$	234.6
Total	782,969	\$ 77.33	782,969	\$	234.6



ITEM 5. Other Information

Securities Trading Plans

No "Rule 10b5-1 trading arrangements" or "non-Rule 10b5-1 trading arrangements" (as each term is defined by Regulation S-K Item 408(a)) were entered into or terminated by our directors or officers (as defined in Rule 16a-1(f) under the Exchange Act) during the first second quarter of 2024.

ITEM 6. EXHIBITS

(a) | See Exhibit Index below for a description of the documents that are filed as Exhibits to this Quarterly Report on Form 10-Q or incorporated herein by reference.

EXHIBIT INDEX

Exhibit No.	Exhibit Name
3.1	Third Restated Articles of Incorporation (incorporated by reference to exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2000) (File No. 000-23939).
3.1(a)	Amendment to Third Restated Articles of Incorporation (incorporated by reference to exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2002) (File No. 000-23939).
3.1(b)	Second Amendment to Third Restated Articles of Incorporation (incorporated by reference to exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018) (File No. 000-23939).
3.2	2023 Amended and Restated Bylaws of Columbia Sportswear Company (incorporated by reference to exhibit 3.2 to the Company's Form 8-K filed on February 1, 2023) (File No. 000-23939).
+ 10.1	Form of Long-Term Incentive Cash Award Nonstatutory Stock Option Agreement (Cumulative Operating Income) for cash awards stock options granted under the Company's 2020 Stock Incentive Plan, on or after March 5, 2024 July 18, 2024.
31.1	Rule 13a-14(a) Certification of Timothy P. Boyle, Chairman, President and Chief Executive Officer.
31.2	Rule 13a-14(a) Certification of Jim A. Swanson, Executive Vice President and Chief Financial Officer.
32.1	Section 1350 Certification of Timothy P. Boyle, Chairman, President and Chief Executive Officer.
32.2	Section 1350 Certification of Jim A. Swanson, Executive Vice President and Chief Financial Officer.
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File, formatted as Inline XBRL and contained in Exhibit 101

+ Management Contract or Compensatory Plan

SIGNATURES

Pursuant to the requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

COLUMBIA SPORTSWEAR COMPANY

Date: May 2, August 1, 2024

By: /s/ JIM A. SWANSON

Jim A. Swanson

Executive Vice President and Chief Financial Officer

(Duly Authorized Officer and Principal Financial and Accounting Officer)

COLUMBIA SPORTSWEAR COMPANY | Q1 Q2 2024 FORM 10-Q | 47

Exhibit 10.1

LONG-TERM COLUMBIA SPORTSWEAR COMPANY

2020 STOCK INCENTIVE CASH PLAN

NON-QUALIFIED STOCK OPTION
AWARD AGREEMENT

(Cumulative Operating Income)

This Long-Term Incentive Cash Non-Qualified Stock Option Award Agreement (this "Agreement") is entered into as of [DATE] (the "Award Date") by and between Columbia Sportswear Company, an Oregon corporation (the "Company"), and [NAME] (the "Optionee"), for the award (the "Recipient Award") of a stock option (the "

The Award is made Option") to purchase all and any part of shares of the Company's common stock, no par value ("Common Stock"), at a purchase price of per share (the "Exercise Price") pursuant to Section 76 of the Columbia Sportswear Company 2020 Stock Incentive Plan (the "Plan"). The Option is not intended to be an Incentive Stock Option, as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Plan Code") (though Capitalized terms used herein but not defined shall have the Award shall be settled same meaning as provided in cash), the Plan. In the event of a conflict between this Agreement and the Recipient desires to accept terms of the award subject to Plan, the terms and conditions provisions of the Plan shall govern. For purposes of this Agreement and to the extent the Optionee is not directly employed by the Company, "Employer" shall mean the subsidiary or branch of the Company that employs the Optionee on the applicable provisions of the Plan. The terms of the Plan are incorporated by reference in this Agreement. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan. date.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

1. **Award and Terms of the Option.** The Company awards Option awarded pursuant to this Agreement is subject to the Recipient under the Plan a Long-Term Incentive Cash Award with a target amount of [\$] (the "Award"), subject to forfeiture following terms, conditions and adjustment as provided in Section 1 of this Agreement and to the restrictions, terms and conditions set forth in this Agreement. restrictions:

(a) **Rights under Award Option.** The Award Option represents the an unfunded, unsecured right to require purchase all or a portion of the Company to deliver specified number of shares of Common Stock at the Exercise Price on the applicable vesting date (as set forth in Section 1(b)). The number of shares of Common Stock subject to the Recipient a payment in cash as provided in this Agreement. The amount of cash deliverable with respect to the Award Option is subject to adjustment as provided in Section 10 of the Plan and as determined by the Board of Directors of the Company (the "Section 1(b) Board") as to the number and Section 1(c) kind of shares of stock issuable upon any merger, reorganization, consolidation, recapitalization, stock dividend, spin-off or other change in the corporate structure

affecting the Common Stock generally. The other terms and conditions of the Option awarded pursuant to this Agreement. Agreement also may be amended by the Board as it determines in its sole discretion as may be necessary or appropriate to reflect the foregoing events.

(b) **Vesting Dates.** The Award Option awarded under this Agreement initially shall initially be 100% unvested and subject to forfeiture. The Subject to the terms of this Agreement and provided that the Optionee remains continuously employed with the Company or the Employer from the Award is subject to both a performance-based Date until the applicable vesting condition (the "Performance Vesting Condition") based on the Company's cumulative operating income ("Cumulative Operating Income") and a time-based vesting condition (the "Time-Based Vesting Condition"). Except date (except as otherwise set forth provided in Section 1(c) of this Agreement, no portion Agreement), and provided further that as of the Award Date the Optionee is not eligible for retirement, the Option shall vest and become eligible for payment in cash until both the Performance Vesting Condition and the Time-Based Vesting Condition are satisfied.

(1) **Adjustment to Award Based commencing on Achievement of Performance.** Except as otherwise set forth in this Agreement, for the period beginning [DATE] and ending [DATE] (the "Performance Period"), the Award is subject to increase, decrease or forfeiture (and if forfeited the Recipient Date and shall have no right to receive any cash related become exercisable pursuant to the Award), based on achievement of the Cumulative Operating Income during the Performance Period. Following the last day of the Performance Period, the Talent and Compensation Committee of the Board (the "Compensation Committee") shall certify the percentage of the Award that is earned (the "Earned Award") for the Performance Period, based on the table below. If results are between data points, the percentage of the Award payable shall be determined by linear interpolation between data points. following vesting schedule:

(000's – USD)		
Cum. Op. Inc.	Goal as of % of Plan	Earned Award as a % of Target
<\$	<80%	0%
\$	80%	50%
\$	90%	75%
\$	100%	100%
\$	105%	125%
\$	110%	150%
\$	115%	175%
≥\$	≥120%	200%

Vesting Date	Percentage of Option Vesting

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Exhibit 10.1

"Cumulative Operating Income" means the sum of the annual income from operations for each of the two fiscal years in the Performance Period as set forth in the audited consolidated financial statements of the Company, excluding the following items (collectively, the "Excluded Effects"), for the Performance Period:

(A) business development costs, including business advisory, investment banking, lending, legal, tax and accounting fees ("Business Development Costs") in connection with any single transaction, whether or not completed, in excess In the event that as of \$250,000; except in connection with a completed transaction that results in a benefit in excess of \$250,000 to the Company's income before income taxes and bonus expense, in which case no Business Development Costs relating to the completed transaction will be excluded;

(B) operating results and net assets of acquired businesses in the year of acquisition will be excluded from the computations of operating income before bonus and return on invested capital;

(C) restructuring costs, except for routine severance costs of \$2,000,000 or less, in excess of those costs reflected in the performance target;

(D) extraordinary discrete and program related costs of \$2,000,000 or more incurred in support of the Company's enterprise and/or operational projects in excess of costs reflected in the performance target and approved by the Company's Board of Directors;

(E) tangible and intangible asset impairment charges, except for retail store impairments;

(F) the effects of changes in accounting principles or other similar laws, rules or regulations affecting reported results, including midyear tax changes, such as import/export taxes, not otherwise excluded in the bonus calculation; and

(G) the effects of the following force majeure events beyond the reasonable control of management (and not as a product or result of the Company's conduct), each to be itemized and approved by the Company's Board of Directors:

- (1) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- (2) action by any governmental authority and/or government orders or laws, curtailing business activities or threatening reputational harm including embargoes, sanctions or blockades; and
- (3) unbudgeted financial impacts resulting from an epidemic, pandemic or similar viral or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness).

Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, disregard all or any part of any Excluded Effects when determining the Performance Results for the Performance Period.

(2) *Time-Based Vesting Condition.* Following the last day of the Performance Period, any Earned Award shall satisfy the Time-Based Vesting Condition on the one-year anniversary of the last day of the Performance Period (the "**Vesting Date**"). If the Vesting Date falls on a weekend or any other day on which the Nasdaq Stock Market ("**NSM**") or any national securities exchange on which the Common Stock then is principally traded (the "**Exchange**") is not open, the Earned Award shall vest on the next following NSM or Exchange business day, as the case may be. Except as otherwise provided in this Agreement, the Recipient must be continuously employed by the Company from the Award Date through the Vesting Date. If the Optionee is eligible for retirement, the Option shall vest commencing on the Award Date to satisfy the Time-Based Vesting Condition and receive the Common Stock in respect of the Earned Award shall become exercisable pursuant to Section 1(e), the following vesting schedule:

Vesting Date	Percentage of Option Vesting

(c) *Adjustment of Award.*

(1) *Treatment of Award on Termination of Employment that is not a Qualified Termination.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date, and such termination of employment is not due to the Recipient's (i) retirement on any date that is after the later of (A) the second anniversary of the first day of the Performance Period and (B) the Recipient's retirement eligibility date or (ii) death or total disability that occurs after at least six months of the Performance Period has elapsed (any such termination pursuant to clauses (i) and (ii), a "**Qualified Termination**"), the Recipient shall immediately forfeit the entire Award pursuant to this Agreement and the Recipient shall have no right to receive any related cash thereunder. If the

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Recipient ceases to be continuously employed by the Company for any reason after the Vesting Date, the Recipient shall be entitled to receive the Earned Award, subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. In the event of a Recipient's Qualified Termination, the Recipient's Award shall not be immediately forfeited and shall instead be eligible to vest as provided in Section 1(c)(2), or Section 1(c)(3), of this Agreement, as applicable.

(2) *Treatment of Award on a Qualified Termination Due to Retirement.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date as a result of retirement on any date that is after the later of (i) the second anniversary of the first day of the Performance Period and (ii) the Recipient's retirement eligibility date, the Recipient shall be eligible to receive a prorated portion of the Earned Award pursuant to Section 1(e), subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. Subject to Section 1(c)(4), such prorated amount shall be equal to the product of (x) the amount of the Earned Award, multiplied by (y) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to retirement and the denominator of which is the total number of calendar days from the beginning of the Performance Period through the Vesting Date. For purposes of applying Section 1(e), the Vesting Date shall be treated as the "applicable vesting date" in respect of a Qualified Termination due to retirement, such that the timing of the delivery date referenced in Section 1(e) shall be the same as if no such Qualified Termination had occurred. For purposes of this Agreement, "retirement" shall have the same meaning as provided in the applicable policy maintained by the Company or the Employer for the benefit of the Recipient Optionee or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(3) (c) *Acceleration of Accelerated Vesting on Qualified Termination Due to Upon Death or Total Disability.* If the Recipient Optionee ceases to be continuously employed by the Company on or prior to the Vesting Date as a result Employer by reason of the Optionee's death or total disability, that occurs at least six months after commencement the Option shall become fully vested as of the Performance Period, subject to Section 1(c)(4), a prorated amount of the Recipient's Award pursuant to this Agreement immediately shall become vested Termination Date (as defined in an amount equal to the product of (i) the amount of the Award (or, if the Qualified Termination due to death or total disability occurs after the last day of the Performance Period, the Earned Amount), multiplied by (ii) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to death or total disability and the denominator of which is the total number of calendar days from the beginning of the Performance Period through the Vesting Date. The date of the Recipient's Qualified Termination due to death or total disability shall be treated as the "applicable vesting date" for purposes of applying Section 1(e)(2)). For purposes of the foregoing, "total disability" this Agreement, "total disability" shall have the same meaning as provided in any long-term long term disability policy maintained by the Company or the Employer for the benefit of the Recipient Optionee or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(4) (d) *Treatment Expiration of Leave of Absence Option.* Absence Subject to earlier termination and forfeiture as described in Section 1(e) and the Plan, the Option will expire and will cease to be exercisable on the 10th anniversary of the Award Date (the "Expiration Date").

(e) *Effect of Termination of Service; Forfeiture of Option.*

(1) *Effect of Termination of Service by Reason of Retirement, Death or Total Disability.* If the Optionee ceases to be continuously employed by the Company or the Employer by reason of the Optionee's retirement, the Optionee shall cease to vest in the Option as of the Termination Date (as defined in Section 1(e)(2)), and the unvested portion of the Option shall be forfeited on the Termination Date. If the Optionee ceases to be continuously employed by the Company or the Employer by reason of the Optionee's retirement, death or total disability, the vested portion of the Option (including any portion that vested on an accelerated basis in connection with the Optionee's death

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Exhibit 10.1

or total disability pursuant to Section 1(c)) may be exercised at any time on or prior to the earlier of (i) the Expiration Date or (ii) the first anniversary of the Termination Date. If the Optionee's employment or service is terminated by death, the Option shall be exercisable only by the person or persons to whom the Optionee's rights under the Option pass by the Optionee's will or by the laws of descent and distribution of the Optionee's country of residence at the time of death.

(2) *Effect of Termination of Service Other Than by Reason of Retirement, Death or Total Disability.* If the Optionee ceases to be continuously employed by the Company or the Employer for any reason other than retirement, death or total disability, the Optionee shall cease to vest in the Option as of the Termination Date and the vested portion the Option may be exercised at any time on or prior to the earlier of (i) the Expiration Date or (ii) the expiration of 90 days after the Termination Date. If the Optionee is a resident of or employed in the United States, "Termination Date" shall mean the effective date of the Optionee's termination of employment with the Company or the Employer. If the Optionee is a resident or employed outside of the United States, "Termination Date" shall mean the earliest of (x) the date on which notice of termination is provided to the Optionee, (y) the last day of the Optionee's active and continuous service with the Company or the Employer, or (z) the last day on which the Optionee is classified as an "employee" of the Company or the Employer, as determined in each case without including any required advance notice period and irrespective of the status of the termination under local labor or employment laws.

For purposes of the foregoing, any leave of absence approved by the Board Company or the Compensation Committee Employer (or, if the Optionee is an executive officer of the Company, by the Board), shall not be deemed a termination or interruption of the Optionee's continuous employment or service. Unless and, unless otherwise determined by the Company the Board or the Compensation Committee Board in its sole discretion, (i) vesting of the Award Optionee shall continue to vest in the Option during a medical, family, military or military other leave of absence protected under applicable law, whether paid or unpaid, and (ii) the Optionee's continued vesting of in the Award Option shall be suspended during and the amount of the Award deliverable at the applicable vesting date shall be proportionately reduced as a result of, any other unpaid approved leave of absence.

absence greater than 30 days (except as otherwise prohibited under local law).

(5) (3) **Forfeiture of Award on Upon Violation of Code of Business Conduct and Ethics.** The Recipient Optionee acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt, vesting and vesting exercise of the Award. Option and the issuance of shares of Common Stock upon purchase pursuant to the Option. If, during the term of this Agreement, the Board (or a committee of directors designated by the Board) determines in good faith in its sole discretion that the Recipient's Optionee's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board or a committee may cause the Recipient Optionee to immediately forfeit all or a portion of the unvested Award or vested and unexercised Option granted pursuant to this Agreement and the Recipient Optionee shall have no right to receive purchase the related cash.

(d) **Restrictions on Transfer and Delivery on Death.** The Recipient may not sell, transfer, assign, pledge or otherwise encumber or dispose shares of Common Stock. Any determinations of violations of the Award subject to this Agreement. Company's Code of Business Conduct and Ethics will be considered conclusive and binding on the Optionee. If the Recipient dies President of the Company reasonably believes that the Optionee has violated the Code of Business Conduct and Ethics and that the Board or its committee should consider the termination of the Option, the President may temporarily suspend the Optionee's right to exercise the Option, for a period of up to 45 days, in order for the Board or its committee to make a determination about the Optionee's conduct and the potential termination of the Option.

(f) **Method of Exercise of Option.**

(1) Unless the Board determines otherwise, to exercise the vested portion of the Option, the Optionee shall provide notice of exercise in such form and such manner as may be designated by the Company (which may be electronic) to the Company stating the Optionee's intention to

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exercise the Option, specifying the number of shares of Common Stock as to which the Optionee desires to exercise the Option and the date on which the Optionee desires to complete the purchase. Delivering a notice of intent to exercise by itself does not constitute exercise of the Option; the Optionee must also deliver payment of the Exercise Price for the shares of Common Stock set forth in the notice of intent to exercise together with such additional documents as the Company may then require. The Option shall not be deemed to have been exercised (i.e., the exercise date shall not be deemed to have occurred) until the notice of such exercise and payment in full of the Exercise Price are provided. For purposes of the foregoing, if the exercise date falls on a weekend or any other day on which The NASDAQ Stock Market LLC ("NASDAQ") or any national securities exchange on which the Common Stock then is principally traded (the "Exchange") is closed for trading, the applicable portion of the Option shall be exercised on the first following day that NASDAQ or the Exchange is open for trading.

(2) Unless the Board determines otherwise in its sole discretion, on or before the date specified for completion of the purchase of shares of Common Stock pursuant to the Option, the Optionee shall pay the Company the Exercise Price of such shares of Common Stock pursuant to one of the following methods of exercise:

(i) cash payment;

(ii) by delivery date, of a sufficient number of whole shares of Common Stock the Optionee already owned for a period of at least six (6) months having a market value equal to the Exercise Price;

(iii) by authorizing the sale of a sufficient number of whole shares of Common Stock that otherwise would be deliverable upon the exercise of the Option having a market value equal to the Exercise Price; or

(iv) via a broker-assisted cashless exercise procedure through a broker-dealer approved for such purposes of the Company.

In cases where the Optionee utilizes the "sell to cover" arrangement set forth in 2(iii) above and the market value of the number of whole shares of Common Stock sold is greater than the aggregate Exercise Price, the Company or the third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan (the "TPA") shall make a cash payment shall be delivered to the Recipient's estate.

Optionee equal to the difference as soon as administratively practicable.

(e) (g) **Payment Settlement of Exercised Option.** As soon as reasonably practicable following the each exercise date and subject to applicable vesting date, the Company shall pay in cash the amount represented by the vested portion of the Award to the Recipient (the date of delivery of such cash amount is referred to as a "delivery date"); law provided that the Recipient Optionee has satisfied its tax withholding obligations as specified under Section 1(f)(1)(k) and the Recipient Optionee has

completed, signed and returned any documents and taken any additional action the Company deems appropriate. In appropriate, the Company shall deposit the shares of Common Stock acquired pursuant to the Option into the Optionee's brokerage account established with a TPA (the date of deposit of such shares is referenced as an "issuance date"), rounded to the nearest whole share (or otherwise deliver the shares to the Optionee). No fractional shares of Common Stock shall be issued. The shares of Common Stock will be issued in the event of the Recipient's death, the cash payment shall be made to the Recipient's estate, Optionee's name.

Notwithstanding the foregoing, a delivery the Company shall not be obligated to deposit or otherwise deliver any shares of Common Stock during any period when the Company determines that the exercise of the Option or the issuance of shares of Common Stock in settlement of the Option hereunder would violate any federal, state, foreign or other applicable laws and may issue shares of Common Stock with any restrictive legend that, as determined by the Company, is necessary to comply with securities laws or other

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regulatory requirements, and (ii) an issuance date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; provided, however, that in any event the cash payment shares of Common Stock shall be made not issued no later than as applicable, (A) the March 15 that immediately follows the Vesting Date or (B) if the Award vests in accordance with Section 1(c)(3), March 15 later to occur of the calendar year immediately following date that is 2 1/2 months from the calendar end of (i) the Optionee's tax year that includes the applicable exercise date, or (ii) the Company's tax year that includes the applicable exercise date.

Furthermore, notwithstanding the foregoing, the Company may, in its sole discretion, settle the Option in the form of: (i) a cash payment to the extent settlement in shares of Common Stock (1) is prohibited under local laws, rules and regulations, (2) would require the Optionee, the Company or the Employer to obtain the approval of any governmental and/or regulatory body in the Optionee's country of residence (and country of employment, if different), or (3) is administratively burdensome; or (ii) shares of Common Stock, but require the Optionee to immediately sell such shares (in which case, as a condition of the Recipient's Qualified Termination due award of the Option, the Optionee hereby explicitly authorizes the Company to death issue sales instructions in relation to such shares on the Optionee's behalf).

(h) **Nontransferability.** The Optionee may not sell, transfer, assign, pledge or total disability, otherwise encumber or dispose of the Option subject to this Agreement. If the Optionee purports to make any transfer of the Option, except as provided herein, the Option and all rights thereunder immediately shall terminate and be forfeited by the Optionee.

(i) **Repatriation and Compliance with Local Laws.** If the Optionee is a resident or employed outside of the United States, the Optionee agrees, as a condition of the award of the Option, to repatriate all payments attributable to the shares of Common Stock and/or cash acquired under the Plan (including, but not limited to, dividends and any proceeds derived from the sale of the shares of Common Stock acquired pursuant to the Option) if required by and in accordance with local foreign exchange rules and regulations in the Optionee's country of residence (and country of employment, if different). In addition, the Optionee also agrees to take any and all actions, and consents to any and all actions taken by the Company or the Employer as may be required to allow the Company or the Employer to comply with local laws, rules and regulations in the Optionee's country of residence (and country of employment, if different). Finally, the Optionee agrees to take any and all actions as may be required to comply with the Optionee's personal legal and tax obligations under local laws, rules and regulations in the Optionee's country of residence (and country of employment, if different).

(f) (j) **Taxes Age Discrimination.** If the Optionee is a resident and/or employed in a country that is a member of the European Union, the grant of the Option and this Agreement are intended to comply with the age discrimination provisions of the EU Equal Treatment Framework Directive, as implemented into local law (the "Age Discrimination Rules"). To the extent that a court or tribunal of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, in whole or in part, under the Age Discrimination Rules, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to make it valid and enforceable to the full extent permitted under local law.

(k) **Tax Withholding Matters.**

(i) The Recipient acknowledges that under United States federal tax laws⁽¹⁾ Tax and Social Insurance Contributions in effect on the Award Date, the Recipient will have taxable compensation income based on the amount of the cash payment made to the Recipient pursuant to the Award. The Recipient shall be responsible for all taxes imposed in connection with the Award, regardless General. Regardless of any action the Company takes and/or the Employer take with respect to any or all income tax (including U.S. federal, state and local taxes or non-U.S. taxes), social insurance, payroll tax, payment on account or other tax-related withholding obligations ("Tax-Related Items"), the Optionee acknowledges that arise the ultimate liability for all Tax-Related Items legally due by the Optionee is and remains the Optionee's responsibility and that

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the Company and the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award. The Company makes no representation or undertaking regarding the adequacy of any tax withholding in connection with Option, including the grant or of the Option, the vesting of the Award.

(ii) The Company shall deduct from Option, the exercise of the Option, the subsequent sale of any and all cash payments shares of Common Stock acquired pursuant to the Option and the receipt of any dividends, and (ii) do not commit to structure the terms of the award or any aspect of the Option to reduce or eliminate the Optionee's liability for Tax-Related Items. Further, the Optionee acknowledges that if the Optionee becomes subject to taxation in more than one country between the Award all domestic Date and the date of any relevant taxable or foreign income, employment or other tax withholding obligation, whether national, federal, state event, as applicable, the Company and/or local (the "the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one country.

(2) Tax Withholding Obligation in Shares or Cash", arising as Prior to the issuance of shares of Common Stock upon the exercise of the Option, if the Optionee's country of residence (and/or the country of employment, if different) requires withholding of Tax-Related Items, the Company may withhold a result number of whole shares of Common Stock otherwise issuable to the Optionee upon exercise of the Option to satisfy all or any portion of any grant, vesting withholding obligations for Tax-Related Items. The number of whole shares of Common Stock withheld shall have an aggregate market value sufficient to pay the Tax-Related Items required to be withheld with respect to the shares of Common Stock. The cash equivalent of the shares of Common Stock withheld will be used to settle the obligation to withhold the Tax-Related Items. In the event that withholding in shares of Common Stock is prohibited or payment of cash pursuant problematic under applicable laws or otherwise may trigger adverse consequences to this Award, in amounts determined by the Company.

(g) No Solicitation. (This provision is not applicable to California employees.) The Recipient agrees that for 18 months after the Recipient's employment with the Company terminates for any reason, with or without cause, whether by the Company or the Recipient, the Recipient shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of Employer, the Company or the Employer may withhold the Tax-Related Items required to be withheld in cash from the Optionee's regular salary and/or wages or any of its subsidiaries. In addition to other remedies that may be available amounts payable to the Company, Optionee. In the Recipient shall pay event the withholding requirements for Tax-Related Items are not satisfied through the withholding of shares of Common Stock or through the Optionee's regular salary and/or wages or other amounts payable to the Company in cash, Optionee, no shares of Common Stock will be issued to the Optionee (or the Optionee's estate) upon demand, exercise of the net value Option unless and until satisfactory arrangements (as determined by the Company) have been made by the Optionee with respect to the payment of any cash payment made under this Agreement if the Recipient violates this Section 1(g).

(h) Not a Contract of Employment. This Agreement shall not be construed as a contract of employment between the Company and the Recipient and nothing contained in this Agreement or in the Plan shall confer upon the Recipient any right to be continued in the employment of Tax-Related Items that the Company or the Employer determines, in its sole discretion, must be withheld or collected with respect to such portion of the Option. By accepting this Option, the Optionee expressly consents to the withholding of shares of Common Stock and/or withholding from the Optionee's regular salary and/or wages or other amounts payable to the Optionee as provided for hereunder. All other Tax-Related Items related to the Option and any subsidiary or to interfere shares of Common Stock issued in any way with settlement thereof shall be the right of Optionee's sole responsibility. Depending on the withholding method, the Company or any subsidiary the Employer may withhold or account for Tax-Related Items by whom considering applicable statutory withholding rates or other applicable withholding rates, including maximum applicable rates. If the Recipient withholding obligation for Tax-Related Items is employed satisfied by withholding in shares of Common Stock, the Optionee shall be deemed to terminate have been issued the Recipient's employment at any time for any reason, with or without cause, or full number of shares of Common Stock subject to decrease the Recipient's compensation or benefits.

2. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement exercised portion of the parties with regard to the subjects hereof.

(b) Interpretation Option, notwithstanding that a number of the Plan and this Agreement. The Board, or a committee shares of Common Stock are held back solely for the responsible for administering purpose of paying the Plan (the "Administrator"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all

determinations by it shall be final and conclusive. Tax-Related Items.

(c) (3) Code Section 409A. The If the Optionee is subject to taxation in the United States, the Award made pursuant to this Agreement is not intended not to constitute a "nonqualified deferred compensation plan" within the meaning of Code Section 409A the Internal Revenue Code of 1986, as amended, and instead is intended to be exempt from the application of Code Section 409A, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4) or otherwise. 409A. To the extent that the Award is nevertheless deemed to be subject to Code Section 409A, the Award shall be interpreted in accordance with Code Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Code Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and

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procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate at the Administrator's sole discretion and without the Optionee's consent to (i) exempt the Award from the application of Code Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Code Section 409A.

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(d) Electronic Delivery. The Recipient consents to the electronic delivery of any prospectus and any other documents relating to this Award in lieu of mailing or other form of delivery.

(e) Rights and Benefits. The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

(f) Further Action. The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(g) Governing Law, Venue and Jurisdiction; Attorneys' Fees. This Agreement and the Plan shall be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction shall be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

(h) Consent to Transfer Personal Data. By signing this Agreement, the Recipient voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The Recipient is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the Recipient's ability to participate in the Plan. The Company and its subsidiaries hold certain personal information about the Recipient, including name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the Recipient's favor, for the purpose of managing and administering the Plan ("Data"). The Company and/or its subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Plan, and the Company and/or any of its subsidiaries may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere throughout the world, including the United States. The Recipient authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Recipient's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on the Recipient's behalf to a broker or other third party with whom the Recipient may elect to deposit any shares of stock acquired pursuant

to the Plan. The Recipient may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect the Recipient's ability to participate in the Plan.

(i) *Acknowledgment of Discretionary Nature of the Plan; No Vested Rights.* The Recipient acknowledges and agrees that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of another award or benefits in lieu of another award in the future. Future awards, if any, shall be at the sole discretion of the Company, including, but not limited to, the timing of any award, the type and amount of any award and vesting provisions.

(j) *Character of Award.* Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Recipient's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments.

(k) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Recipient, the Recipient acknowledges and agrees that any cash payment received by the Recipient under this Award may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "**Recovery Policy**") as in effect on the Award Date (and to the extent applicable to the Recipient, a copy of which has been made available to the Recipient) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that are applicable to such Award and shares of Common Stock. As a condition to the grant of this Award, to the extent applicable, the Recipient expressly agrees and consents to the Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Recipient expressly agrees that the Company may take

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such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Recipient) or applicable law without further consent or action being required by the Recipient. For purposes of the foregoing and as a condition to the grant of this Award, the Recipient expressly and explicitly authorizes the Company to issue instructions, on the Recipient's behalf, to any third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(m) *Acceptance; Counterparts.* By accepting the grant of the Award, the Recipient acknowledges that the Recipient has read this Agreement, and specifically accepts and agrees to the provisions therein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

COLUMBIA SPORTSWEAR COMPANY

By: _____

RECIPIENT

By: _____

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Exhibit 10.2

LONG-TERM INCENTIVE CASH
AWARD AGREEMENT

(Relative Total Shareholder Return)

This **Long-Term Incentive Cash Award Agreement** (this "**Agreement**") is entered into as of **[DATE]** (the "**Award Date**") by and between Columbia Sportswear Company, an Oregon corporation (the "**Company**"), and **[NAME]** (the "**Recipient**").

The Award is made pursuant to Section 7 of the 2020 Stock Incentive Plan, as amended (the "Plan") (though the Award shall be settled in cash), and the Recipient desires to accept the award subject to the terms and conditions of this Agreement and the applicable provisions of the Plan. The terms of the Plan are incorporated by reference in this Agreement. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

1. Award. The Company awards to the Recipient under the Plan a Long-Term Incentive Cash Award with a target amount of [\$] (the "Award"), subject to forfeiture and adjustment as provided in Section 1 of this Agreement and to the restrictions, terms and conditions set forth in this Agreement.

(a) *Rights under Award.* The Award represents the unfunded, unsecured right to require the Company to deliver to the Recipient a payment in cash as provided in this Agreement. The amount of cash deliverable with respect to the Award is subject to adjustment as provided in Section 1(b) and Section 1(c) of this Agreement.

(b) *Vesting.* The Award shall initially be 100% unvested and subject to forfeiture. The Award shall become eligible for vesting and payment in cash as set forth below.

(1) *Adjustment to Award Based on Achievement of Performance.* Except as otherwise set forth in this Agreement, for the period beginning [DATE] and ending [DATE] (the "Performance Period"), the Award is subject to increase, decrease or forfeiture (and if forfeited the Recipient shall have no right to receive any cash related to the Award), based on achievement of the Company's relative Total Shareholder Return ("Relative TSR") during the Performance Period compared against the Russell 3000 companies in the Textiles, Apparel and Luxury Goods Companies GICS Sub-Industry Group (GICS Code 252030), including Levi Strauss & Co. (not currently in the Russell 3000), as constituted on the first day of the Performance Period and listed on Exhibit A hereto (the "Comparator Companies").

The last day of the Performance Period is the "Vesting Date" of the Award. If the Vesting Date falls on a weekend or any other day on which the Nasdaq Stock Market ("NSM") or any national securities exchange on which the Common Stock then is principally traded (the "Exchange") is not open, the Award shall vest on the next following NSM or Exchange business day, as the case may be. Following the last day of the Performance Period, the Talent and Compensation Committee of the Board (the "Compensation Committee") shall certify the percentage of the Award that is earned (the "Earned Award") for the Performance Period, based on the following table and the provisions in Section 1(b)(2) below. If results are between data points, the percentage of the Award payable shall be determined by linear interpolation between the data points.

3-Year Relative TSR Performance and Related Payouts for the Performance Period		
Performance Level	Company TSR Percentile as Compared to Comparator Companies	Earned Award as a % of Target
Threshold	25 th Percentile	25%
Target	50 th Percentile	100%
Stretch	75 th Percentile	150%
Maximum	≥90 th Percentile	200%

(2) *Measurement of Relative TSR.* Relative TSR shall be measured as follows:

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(i) Total Shareholder Return of the Company and that of the Comparator Companies shall be measured using the average of the closing stock price for the [20] trading days immediately before the first day of the Performance Period and the average closing stock price for the [20] trading days immediately before and including the last day of the Performance Period. Total Shareholder Return for each of the Company and the Comparator Companies shall assume reinvestment of dividends on the ex-dividend date.

(ii) Any Comparator Companies that (i) are acquired or are not the surviving company following a merger or (ii) are delisted during the Performance Period shall be removed as a Comparator Company for purposes of calculating Relative TSR. Notwithstanding the foregoing, any Comparator Companies that file for bankruptcy during the Performance Period shall be placed at the bottom of the Comparator Companies for measurement purposes.

(c) *Adjustment of Award.*

(1) *Treatment of Award on Termination of Employment that is not a Qualified Termination.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date, and such termination of employment is not due to the Recipient's (i) retirement on any date that is after the later of (A) the second anniversary of the first day of the Performance Period and (B) the Recipient's retirement eligibility date or (ii) death or total disability that occurs after at least six months of the Performance Period has elapsed (any such termination pursuant to clauses (i) and (ii), a "Qualified Termination"), the Recipient shall immediately forfeit the entire Award pursuant to this Agreement and the

Recipient shall have no right to receive any related cash thereunder. If the Recipient ceases to be continuously employed by the Company for any reason after the Vesting Date, the Recipient shall be entitled to receive the Earned Award, subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. In the event of a Recipient's Qualified Termination, the Recipient's Award shall not be immediately forfeited and shall instead be eligible to vest as provided in Section 1(c)(2) or Section 1(c)(3) of this Agreement, as applicable.

(2) *Treatment of Award on a Qualified Termination Due to Retirement.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date as a result of retirement on any date that is after the later of (i) the second anniversary of the first day of the Performance Period and (ii) the Recipient's retirement eligibility date, the Recipient shall be eligible to receive a prorated portion of the Earned Award pursuant to Section 1(e), subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. Subject to Section 1(c)(4), such prorated amount shall be equal to the product of (x) the amount of the Earned Award, multiplied by (y) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to retirement and the denominator of which is the total number of calendar days in the Performance Period. For purposes of applying Section 1(e), the Vesting Date shall be treated as the "applicable vesting date" in respect of a Qualified Termination due to retirement, such that the timing of the delivery date referenced in Section 1(e) shall be the same as if no such Qualified Termination had occurred. For purposes of this Agreement, "retirement" shall have the same meaning as provided in the applicable policy maintained by the Company for the benefit of the Recipient or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(3) *Acceleration of Vesting on Qualified Termination Due to Death or Total Disability.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date as a result of death or total disability that occurs at least six months after commencement of the Performance Period, subject to Section 1(c)(4), a prorated amount of the Recipient's Award pursuant to this Agreement immediately shall become vested in an amount equal to the product of (i) the amount of the Award, multiplied by (ii) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to death or total disability and the denominator of which is the total number of calendar days in the Performance Period. The date of the Recipient's Qualified Termination due to death or total disability shall be treated as the "applicable vesting date" for purposes of applying Section 1(e). For purposes of the foregoing, "total disability" shall have the same meaning as provided in any long-term disability policy maintained by the Company for the benefit of the Recipient or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(4) *Treatment of Leave of Absence.* Absence on leave approved by the Board or the Compensation Committee shall not be deemed a termination or interruption of employment or service. Unless otherwise determined by the Company, the Board or the Compensation Committee in its sole discretion, (i) vesting of the Award shall continue during a medical, family or military leave of

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absence, whether paid or unpaid, and (ii) vesting of the Award shall be suspended during, and the amount of the Award deliverable at the applicable vesting date shall be proportionately reduced as a result of, any other unpaid leave of absence.

(5) *Forfeiture of Award on Violation of Code of Business Conduct and Ethics.* The Recipient acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt and vesting of the Award. If, during the term of this Agreement, the Board (or a committee of directors designated by the Board) determines in good faith that the Recipient's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board or committee may cause the Recipient to immediately forfeit all or a portion of the unvested Award granted pursuant to this Agreement and the Recipient shall have no right to receive the related cash.

(d) *Restrictions on Transfer and Delivery on Death.* The Recipient may not sell, transfer, assign, pledge or otherwise encumber or dispose of the Award subject to this Agreement. If the Recipient dies before the delivery date, the cash payment shall be delivered to the Recipient's estate.

(e) *Payment.* As soon as practicable following the applicable vesting date and, unless Section 1(c)(3) is applicable to the Recipient, the Compensation Committee's certification of achievement of Relative TSR results, the Company shall pay in cash the amount represented by the vested portion of the Award to the Recipient (the date of delivery of such cash amount is referred to as a "delivery date"); provided that the Recipient has satisfied its tax withholding obligations as specified under Section 1(f) and the Recipient has completed, signed and returned any documents and taken any additional action the Company deems appropriate. In the in the event of the Recipient's death, the cash payment shall be made to the Recipient's estate.

Notwithstanding the foregoing, a delivery date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; provided, however, that in any event the cash payment shall be made not later than, as applicable, (A) the March 15 that immediately follows the Vesting Date or (B) if the Award vests in accordance with Section 1(c)(3), March 15 of the calendar year immediately following the calendar year that includes the date of the Recipient's Qualified Termination due to death or total disability.

(f) *Taxes and Tax Withholding.*

(i) The Recipient acknowledges that under United States federal tax laws in effect on the Award Date, the Recipient will have taxable compensation income based on the amount of the cash payment made to the Recipient pursuant to the Award. The Recipient shall be responsible for all taxes imposed in connection with the Award, regardless of any

action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation or undertaking regarding the adequacy of any tax withholding in connection with the grant or vesting of the Award.

(ii) The Company shall deduct from any and all cash payments pursuant to the Award all domestic or foreign income, employment or other tax withholding obligation, whether national, federal, state or local (the "Tax Withholding Obligation"), arising as a result of any grant, vesting or payment of cash pursuant to this Award, in amounts determined by the Company.

(g) (l) *No Solicitation.* (This provision is not applicable to California employees.) The Recipient Optionee agrees that for 18 months (or such lesser period as permitted under applicable local law) after the Recipient's Optionee's employment with the Company or the Employer terminates for any reason, with or without cause, whether by the Company or the Recipient, Employer or the Recipient Optionee, the Optionee shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of the Company, the Employer or any subsidiaries of its subsidiaries, the Company. In addition to other remedies that may be available, to the Company, the Recipient Optionee shall pay to the Company in cash, upon demand, the net value of any cash payment made shares of Common Stock, valued as of the exercise date, issued under this Agreement if the Recipient Optionee violates this Section 1(g)1(l).

(h) (m) *Not a Contract of Employment.* This Agreement shall not be construed as a contract of employment between the Company and the Recipient Optionee and nothing contained in this Agreement or in the Plan shall confer upon the Recipient Optionee any right to be continued in the continued employment of the Company or any subsidiary or to interfere in any way with the right of the Company or any subsidiary by whom the Optionee is employed to terminate the Recipient's Optionee's employment at any time for any reason, with or without cause, or to decrease the Recipient's Optionee's compensation or benefits.

2. Miscellaneous.

(a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof.

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(b) *Interpretation of the Plan and this Agreement.* The Board, or a committee of the Board responsible for administering the Plan (the "Administrator"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all determinations by it shall be final and conclusive.

(c) *Section 409A.* The Award made pursuant to this Agreement is intended not to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A the Internal Revenue Code of 1986, as amended, and instead is intended to be exempt from the application of Section 409A, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4) or otherwise. To the extent that the Award is nevertheless deemed to be subject to Section 409A, the Award shall be interpreted in accordance with Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (i) exempt the Award from the application of Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Section 409A.

(d) *Electronic Delivery.* The Recipient consents to the electronic delivery of any prospectus and any other documents relating to this Award in lieu of mailing or other form of delivery.

(e) *Rights and Benefits.* The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

(f) *Further Action.* The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(g) *Governing Law, Venue and Jurisdiction; Attorneys' Fees.* This Agreement and the Plan shall be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction shall be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

(h) *Consent to Transfer Personal Data.* By signing this Agreement, the Recipient voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The Recipient is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the Recipient's ability to participate in the Plan. The Company and its subsidiaries hold certain personal information about the Recipient, including name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the Recipient's favor, for the purpose of managing and administering the Plan ("**Data**"). The Company and/or its subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Plan, and the Company and/or any of its subsidiaries may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere throughout the world, including the United States. The Recipient authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Recipient's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on the Recipient's behalf to a broker or other third party with whom the Recipient may elect to deposit any shares of stock acquired pursuant to the Plan. The Recipient may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect the Recipient's ability to participate in the Plan.

(i) *Acknowledgment of Discretionary Nature of the Plan; No Vested Rights.* The Recipient acknowledges and agrees that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The Award under the Plan is a one-time benefit and does not create any contractual or other right to receive a

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grant of another award or benefits in lieu of another award in the future. Future awards, if any, shall be at the sole discretion of the Company, including, but not limited to, the timing of any award, the type and amount of any award and vesting provisions.

(j) *Character of Award.* Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Recipient's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments.

(k) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Recipient, the Recipient acknowledges and agrees that any cash payment received by the Recipient under this Award may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "**Recovery Policy**") as in effect on the Award Date (and to the extent applicable to the Recipient, a copy of which has been made available to the Recipient) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that are applicable to such Award and shares of Common Stock. As a condition to the grant of this Award, to the extent applicable, the Recipient expressly agrees and consents to the Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Recipient expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Recipient) or applicable law without further consent or action being required by the Recipient. For purposes of the foregoing and as a condition to the grant of this Award, the Recipient expressly and explicitly authorizes the Company to issue instructions, on the Recipient's behalf, to any third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(m) *Acceptance; Counterparts.* By accepting the grant of the Award, the Recipient acknowledges that the Recipient has read this Agreement, and specifically accepts and agrees to the provisions therein. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

COLUMBIA SPORTSWEAR COMPANY

By: _____

RECIPIENT

By: _____

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EXHIBIT A

LIST OF COMPARATOR COMPANIES

Allbirds, Inc.	Ermenegildo Zegna N.V.	Kontoor Brands, Inc.	PVH Corp.	Tapestry, Inc.
Capri Holdings Limited	FIGS, Inc.	Levi Strauss & Co.	Ralph Lauren Corporation	Under Armour, Inc.
Carter's, Inc.	Fossil Group, Inc.	Movado Group, Inc.	Rocky Brands, Inc.	V.F. Corporation
Crocs, Inc.	G-III Apparel Group, Ltd.	NIKE, Inc.	Skechers U.S.A, Inc.	Vera Bradley, Inc.
Deckers Outdoor Corporation	Hanesbrands Inc.	Oxford Industries, Inc.	Steven Madden, Ltd.	Wolverine World Wide, Inc.

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PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT
(Cumulative Operating Income)

This Award Agreement (this "**Agreement**") is entered into as of [DATE] (the "**Award Date**") by and between Columbia Sportswear Company, an Oregon corporation (the "**Company**"), and [NAME] (the "**Recipient**"), for the award of restricted stock units with respect to the Company's Common Stock ("**Common Stock**") **Reserved**.

The award of restricted stock units to the Recipient is made pursuant to Section 7 of the 2020 Stock Incentive Plan, as amended (the "**Plan**"), and the Recipient desires to accept the award subject to the terms and conditions of this Agreement and the Plan. The terms of the Plan are incorporated by reference in this Agreement. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

1. Award and Terms of Restricted Stock Units. The Company awards to the Recipient under the Plan [SHARES] restricted stock units (the "**Award**" or the "**Target RSUs**"), subject to forfeiture and adjustment as provided in Section 1 of this Agreement and to the restrictions, terms and conditions set forth in this Agreement.

(a) **Rights under Restricted Stock Units.** A restricted stock unit (a "**RSU**") represents the unfunded, unsecured right to require the Company to deliver to the Recipient one share of Common Stock for each RSU. The number of shares of Common Stock deliverable with respect to each RSU is subject to adjustment (1) as provided in Section 1(b), and Section 1(c) of this Agreement and (2) as determined by the Board of Directors of the Company (the "**Board**") as to the number and kind of shares of stock deliverable upon any merger, reorganization, consolidation, recapitalization, stock dividend, spin-off or other change in the corporate structure affecting the Common Stock generally.

(b) **Vesting.** The RSUs awarded under this Agreement shall initially be 100% unvested and subject to forfeiture. The RSUs are subject to both a performance-based vesting condition (the "**Performance Vesting Condition**") based on the Company's cumulative operating income ("**Cumulative Operating Income**") and a time-based vesting condition (the "**Time-Based Vesting Condition**"). Except as otherwise set forth in this Agreement, none of the RSUs shall vest and become eligible for settlement in shares of Common Stock until both the Performance Vesting Condition and the Time-Based Vesting Condition are satisfied.

(1) **Adjustment to Target RSUs Based on Achievement of Performance.** Except as otherwise set forth in this Agreement, for the period beginning [DATE] and ending [DATE] (the "**Performance Period**"), the Award is subject to increase, decrease or forfeiture (and if forfeited the Recipient shall have no right to receive the related Common Stock), based on achievement of the Cumulative Operating Income during the Performance Period. Following the last day of the Performance Period, the Talent and Compensation Committee of the Board (the "**Compensation Committee**") shall certify the percentage of the Award that is earned (the "**Earned RSUs**") for the Performance Period, based on the table below. If results are between data points, the percentage of the Award payable shall be determined by linear interpolation between data points.

(000's – USD)

Cum. Op. Inc.	Goal as of % of Plan	Earned RSUs as a % of Target
<\$	<80%	0%
\$	80%	50%

\$	90%	75%
\$	100%	100%
\$	105%	125%
\$	110%	150%
\$	115%	175%
≥\$	≥120%	200%

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Exhibit 10.3

"Cumulative Operating Income" means the sum of the annual income from operations for each of the two fiscal years in the Performance Period as set forth in the audited consolidated financial statements of the Company, excluding the following items (collectively, the "Excluded Effects"), for the Performance Period:

- (A) business development costs, including business advisory, investment banking, lending, legal, tax and accounting fees ("Business Development Costs") in connection with any single transaction, whether or not completed, in excess of \$250,000; except in connection with a completed transaction that results in a benefit in excess of \$250,000 to the Company's income before income taxes and bonus expense, in which case no Business Development Costs relating to the completed transaction will be excluded;
- (B) operating results and net assets of acquired businesses in the year of acquisition will be excluded from the computations of operating income before bonus and return on invested capital;
- (C) restructuring costs, except for routine severance costs of \$2,000,000 or less, in excess of those costs reflected in the performance target;
- (D) extraordinary discrete and program related costs of \$2,000,000 or more incurred in support of the Company's enterprise and/or operational projects in excess of costs reflected in the performance target and approved by the Company's Board of Directors;
- (E) tangible and intangible asset impairment charges, except for retail store impairments;
- (F) the effects of changes in accounting principles or other similar laws, rules or regulations affecting reported results, including midyear tax changes, such as import/export taxes, not otherwise excluded in the bonus calculation; and
- (G) the effects of the following force majeure events beyond the reasonable control of management (and not as a product or result of the Company's conduct), each to be itemized and approved by the Company's Board of Directors:
 - (1) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
 - (2) action by any governmental authority and/or government orders or laws, curtailing business activities or threatening reputational harm including embargoes, sanctions or blockades; and
 - (3) unbudgeted financial impacts resulting from an epidemic, pandemic or similar viral or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness).

Notwithstanding the foregoing, the Compensation Committee may, in its sole discretion, disregard all or any part of any Excluded Effects when determining the Performance Results for the Performance Period.

(2) *Time-Based Vesting Condition.* Following the last day of the Performance Period, any Earned RSUs shall satisfy the Time-Based Vesting Condition on the one-year anniversary of the last day of the Performance Period (the "Vesting Date"). If the Vesting Date falls on a weekend or any other day on which the Nasdaq Stock Market ("NSM") or any national securities exchange on which the Common Stock then is principally traded (the "Exchange") is not open, affected RSUs shall vest on the next following NSM or Exchange business day, as the case may be. Except as otherwise provided in this Agreement, the Recipient must be continuously employed by the Company from the Award Date through the Vesting Date to satisfy the Time-Based Vesting Condition and receive the Common Stock in respect of the Earned RSUs pursuant to Section 1(f).

(c) *Adjustment of RSUs.*

(1) *Treatment of RSUs on Termination of Employment that is not a Qualified Termination.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date, and such termination of employment is not due to the Recipient's (i) retirement on any date that is after the later of (A) the second anniversary of the first day of the Performance Period and (B) the Recipient's retirement eligibility date or (ii) death or total disability that occurs after at least six months of the Performance Period has

elapsed (any such termination pursuant to clauses (i) and (ii), a "Qualified Termination"), the Recipient shall immediately forfeit all outstanding RSUs awarded pursuant to this Agreement and the Recipient shall have no right to receive any related Common Stock. If the Recipient ceases to be continuously employed by the Company for any reason after the Vesting Date, the

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Exhibit 10.3

Recipient shall be entitled to receive the Earned RSUs, subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. In the event of a Recipient's Qualified Termination, the Recipient's RSUs shall not be immediately forfeited and shall instead be eligible to vest as provided in Section 1(c)(2) or Section 1(c)(3) of this Agreement, as applicable.

(2) *Treatment of RSUs on a Qualified Termination Due to Retirement.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date as a result of retirement on any date that is after the later of (i) the second anniversary of the first day of the Performance Period and (ii) the Recipient's retirement eligibility date, the Recipient shall be eligible to receive a prorated number of the Earned RSUs pursuant to Section 1(f), subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. Subject to Section 1(c)(4), such prorated number shall be an amount equal to the product of (x) the number of Earned RSUs, *multiplied by* (y) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to retirement and the denominator of which is the total number of calendar days from the beginning of the Performance Period through the Vesting Date. For purposes of applying Section 1(f), the Vesting Date shall be treated as the "applicable vesting date" in respect of a Qualified Termination due to retirement, such that the timing of the delivery date referenced in Section 1(f) shall be the same as if no such Qualified Termination had occurred. For purposes of this Agreement, "retirement" shall have the same meaning as provided in the applicable policy maintained by the Company for the benefit of the Recipient or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(3) *Acceleration of Vesting on Qualified Termination Due to Death or Total Disability.* If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date as a result of death or total disability that occurs at least six months after commencement of the Performance Period, subject to Section 1(c)(4), a prorated number of the Recipient's outstanding RSUs awarded pursuant to this Agreement immediately shall become vested in an amount equal to the product of (i) the number of Target RSUs (or, if the Qualified Termination due to death or total disability occurs after the last day of the Performance Period, the Earned RSUs), *multiplied by* (ii) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to death or total disability and the denominator of which is the total number of calendar days from the beginning of the Performance Period through the Vesting Date. The date of the Recipient's Qualified Termination due to death or total disability shall be treated as the "applicable vesting date" for purposes of applying Section 1(f). For purposes of the foregoing, "total disability" shall have the same meaning as provided in any long-term disability policy maintained by the Company for the benefit of the Recipient or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(4) *Treatment of Leave of Absence.* Absence on leave approved by the Company (or, if the Recipient is an executive officer of the Company, approved by the Board or the Compensation Committee), shall not be deemed a termination or interruption of employment or service. Unless otherwise determined by the Company, the Board or the Compensation Committee in its sole discretion, (i) vesting of RSUs shall continue during a medical, family or military leave of absence, whether paid or unpaid, and (ii) vesting of RSUs shall be suspended during, and the number of shares deliverable at the applicable vesting date shall be proportionately reduced as a result of, any other unpaid leave of absence.

(5) *Forfeiture of RSUs on Violation of Code of Business Conduct and Ethics.* The Recipient acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt and vesting of the RSUs. If, during the term of this Agreement, the Board (or a committee of directors designated by the Board) determines in good faith that the Recipient's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board or committee may cause the Recipient to immediately forfeit all or a portion of the unvested RSUs granted pursuant to this Agreement and the Recipient shall have no right to receive the related Common Stock.

(d) *Restrictions on Transfer and Delivery on Death.* The Recipient may not sell, transfer, assign, pledge or otherwise encumber or dispose of the RSUs subject to this Agreement. If the Recipient dies before the delivery date, the shares shall be delivered to the Recipient's estate.

(e) *Voting Rights and Dividend Equivalents.* The Recipient shall have no rights as a shareholder with respect to the RSUs or the Common Stock underlying the RSUs until the delivery date of Common Stock underlying the RSUs. The Recipient shall not be entitled to receive a cash payment equal to any cash dividends paid with respect to the Common Stock underlying the RSUs awarded under this Agreement that are declared prior to the delivery date.

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Exhibit 10.3

(f) *Delivery of Shares.* As soon as practicable following the applicable vesting date, the Company shall deliver the shares of Common Stock represented by vested RSUs to the Recipient (the date of delivery of such shares is referred to as a "**delivery date**"), rounded to the nearest whole share; **provided** that the Recipient has satisfied its tax withholding obligations as specified under **Section 1(g)** and the Recipient has completed, signed and returned any documents and taken any additional action the Company deems appropriate. No fractional shares of Common Stock shall be issued. The shares of Common Stock shall be issued in the Recipient's name or, in the event of the Recipient's death, to the Recipient's estate.

Notwithstanding the foregoing, (i) the Company shall not be obligated to vest or deliver any shares of Common Stock during any period when the Company determines that the conversion of an RSU or the delivery of shares hereunder would violate any federal, state or other applicable laws and may issue shares with any restrictive legend that, as determined by the Company, is necessary to comply with securities laws or other regulatory requirements, and (ii) a delivery date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; **provided, however**, that in any event the shares shall be delivered not later than, as applicable, (A) the March 15 that immediately follows the Vesting Date or (B) if the RSUs vest in accordance with **Section 1(c)(3)**, March 15 of the calendar year immediately following the calendar year that includes the date of the Recipient's Qualified Termination due to death or total disability.

(g) *Taxes and Tax Withholding.*

(i) The Recipient acknowledges that under United States federal tax laws in effect on the Award Date, the Recipient will have taxable compensation income based on the Market Value (as defined below) of the Common Stock on the delivery date. The Recipient shall be responsible for all taxes imposed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation or undertaking regarding the adequacy of any tax withholding in connection with the grant or vesting of the Award.

(ii) The Company shall have the right, but not the obligation, to deduct from any and all payments made under the Plan, or to withhold from any delivery of Common Stock hereunder all domestic or foreign income, employment or other tax withholding obligations, whether national, federal, state or local (the "**Tax Withholding Obligation**"), arising as a result of any grant, vesting or delivery of Common Stock pursuant to this Award, in amounts determined by the Company. Unless otherwise determined by the Company, the Tax Withholding Obligation will be satisfied by the Company withholding from the vested shares of Common Stock a number of whole shares of Common Stock with an aggregate Market Value (as defined below) equal to the required minimum tax withholding. The Recipient shall pay to the Company in cash, upon demand, the amount of any Tax Withholding Obligation that is not satisfied by the withholding of shares described above, and authorizes the Company to withhold from other amounts payable by the Company to the Recipient, including through additional payroll withholding, any amount not so paid. The Company has no obligation to deliver shares of Common Stock pursuant to this Award until the Company's tax withholding obligations have been satisfied by the Recipient.

(h) *No Solicitation.* (This provision is not applicable to California employees). The Recipient agrees that for 18 months after the Recipient's employment with the Company terminates for any reason, with or without cause, whether by the Company or the Recipient, the Recipient shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of the Company, or any of its subsidiaries. In addition to other remedies that may be available to the Company, the Recipient shall pay to the Company in cash, upon demand, the net value of any shares of Common Stock, valued as of the delivery date, delivered under this Agreement if the Recipient violates this **Section 1(h)**.

(i) *Not a Contract of Employment.* This Agreement shall not be construed as a contract of employment between the Company and the Recipient and nothing contained in this Agreement or in the Plan shall confer upon the Recipient any right to be continued in the employment of the Company or to interfere in any way with the right of the Company to terminate the Recipient's employment at any time for any reason, with or without cause, or to decrease the Recipient's compensation or benefits.

2. Miscellaneous.

(a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof.

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Exhibit 10.3

(b) *Interpretation of the Plan and this Agreement.* The Board, or a committee of the Board responsible for administering the Plan (the "**Administrator**"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all determinations by it shall be final and conclusive.

(c) *Section 409A.* The Award made pursuant to this Agreement is intended not to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A the Internal Revenue Code of 1986, as amended, and instead is intended to be exempt from the application of Section 409A, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4) or otherwise. To the extent that the Award is nevertheless deemed to be subject to Section 409A, the Award shall be

interpreted in accordance with Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (i) exempt the Award from the application of Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Section 409A.

(d) *Market Value.* "Market Value" as of a particular date shall mean (i) the closing sales price per share of Common Stock as reported by the NSM NASDAQ on that date, or (ii) if the shares of Common Stock are not listed or admitted to trading on the NSM, NASDAQ, the closing price on the national securities exchange on which such stock is principally traded on that date, or (iii) if the shares of Common Stock are not then listed on the NSM NASDAQ or on another national securities exchange, the average of the highest reported bid and lowest reported asked prices for the shares of Common Stock on that date or (iv) if the shares of Common Stock are not then listed on any securities exchange and prices therefor are not then reported, such value as determined in good faith by the Board of Directors (or any duly authorized committee thereof) as of that date.

(e) *Electronic Delivery.* The Recipient Company may, in its sole discretion, deliver any documents related to the Award or other awards granted to the Optionee under the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic issuance and agrees to participate in the Plan through an on-line or electronic delivery of any prospectus system established and any other documents relating to this Award in lieu of mailing maintained by the Company or other form of delivery, a third party designated by the Company.

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Exhibit 10.1

(f) *Rights and Benefits.* The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's Optionee's heirs, executors, administrators, successors and assigns.

(g) *Further Action.* The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(h) *Governing Law, Venue and Jurisdiction; Attorneys' Attorneys' Fees.* This Agreement and the Plan shall will be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction shall will be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

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Exhibit 10.3

(i) *Consent to Transfer Personal Data.* Data By signing.

Pursuant to applicable personal data protection laws, the Company and the Employer hereby notify the Optionee of the following in relation to the Optionee's personal data and the collection, processing and transfer of such data in relation to the Company's grant of this Agreement, Award and the Recipient Optionee's participation in the Plan. The collection, processing and transfer of the Optionee's personal data is necessary for the Company's administration of the Plan and the Optionee's participation in the Plan, and the Optionee's denial and/or objection to the collection, processing and transfer of personal data may affect the Optionee's participation in the Plan. As such, the Optionee voluntarily acknowledges and consents (where required under applicable law) to the collection, use, processing and transfer of personal data as described in this paragraph. The Recipient is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the Recipient's ability to participate in the Plan. Section.

The Company and its subsidiaries the Employer hold certain personal information about the Recipient Optionee, including (but not limited to) the Optionee's name, home address and telephone number, date of birth, social security number or other employee identification number (e.g., resident registration number), email address, salary, nationality, job title, any shares of stock Common Stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock Common Stock awarded, canceled, purchased, vested, unvested or outstanding in the Recipient's Optionee's favor, for the purpose of managing and administering the Plan ("Data"). The Data may be provided by the Optionee or collected, where lawful, from third parties, and the Company and/or its subsidiaries and the Employer will process the Data for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Data processing will take place through electronic and non-electronic means according to logics and procedures strictly correlated to the purposes for which Data are collected and with confidentiality and security provisions as set forth by applicable laws and regulations in the Optionee's country of residence. Data processing operations will be performed minimizing the use of personal and identification data when such information is unnecessary for the processing purposes sought. The Data will be accessible within the Company's organization only by those persons requiring access for purposes of the implementation, administration and operation of the Plan and for the Optionee's participation in the Plan.

The Company and the Employer will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Optionee's participation in the Plan, and the Company and/or any of its subsidiaries and the Employer may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, the United States, or elsewhere throughout the world, including the United States. The Recipient Optionee hereby authorizes such recipients (where required under applicable law) to receive, possess, use, retain and transfer the

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Exhibit 10.1

Data, in electronic or other form, for the purposes of implementing, administering and managing the Recipient's Optionee's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock Common Stock on the Recipient's Optionee's behalf to a broker or other third party with whom by the Recipient may elect to deposit any shares of stock acquired pursuant to the Plan. TPA.

The Recipient Optionee may, at any time, review exercise his or her rights provided under applicable personal data protection laws, which may include the right to (i) obtain confirmation as to the existence of the Data, require any (ii) verify the content, origin and accuracy of the Data, (iii) request the integration, update, amendment, deletion, or blockage (for breach of applicable laws) of the Data, and (iv) oppose, for legal reasons, the collection, processing or transfer of the Data which is not necessary amendments or required for the implementation, administration and/or operation of the Plan and the Optionee's participation in the Plan. The Optionee may seek to it or withdraw the consents herein in writing exercise these rights by contacting the Company; however, withdrawing consent may affect HR manager of the Recipient's ability to participate in Company or the Plan.

Employer or the Company's Human Resources Department.

(j) **Acknowledgment Acknowledgement of Discretionary Nature of the Plan; No Vested Rights.** The Recipient Optionee acknowledges and agrees that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The award Award of RSUs the Option under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of RSUs an option or benefits in lieu of RSUs an option in the future. Future awards, if any, shall will be at the sole discretion of the Company, including, but not limited to, the timing of any award, the number of RSUs shares of Common Stock that can be purchased pursuant to the option and vesting as well as exercise provisions. Any amendment, modification or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Optionee's employment with the Company or the Employer.

(k) **Character of Award.** Participation in the Plan is voluntary. The value of the Award and any other awards granted under the Plan is an extraordinary item of compensation outside the scope of the Recipient's Optionee's employment (and the Optionee's employment contract, if any. As such, any). Any grant under the Plan, including the Award, is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments.

(l) **No Public Offering.** The grant of the Option is not intended to be a public offering of securities in the Optionee's country of residence (and country of employment, if different). The Company has not submitted any registration statement, prospectus or other filing with the local securities authorities (unless otherwise required under local law). No employee of the Company is permitted to advise the Optionee on whether the Optionee should acquire shares of Common Stock under the Plan or provide the Optionee with any legal, tax or financial advice with respect to the grant of the Option. The acquisition of shares of Common Stock involves certain risks, and the Optionee should carefully consider all risk factors and tax considerations relevant to the acquisition of

shares of Common Stock under the Plan and the disposition of them. Further, the Optionee should carefully review all materials related to the Option and the Plan, and should consult with the Optionee's personal legal, tax and financial advisors for professional advice in relation to the Optionee's personal circumstances.

(l) (m) *Insider Trading/Market Abuse Laws.* The Optionee acknowledges that, depending on the Optionee's country of residence (and country of employment, if different), the Optionee may be subject to insider trading restrictions and/or market abuse laws which may affect the Optionee's ability to acquire or sell shares of Common Stock or rights to shares of Common Stock (e.g., Options)

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Exhibit 10.1

under the Plan during such times as the Optionee is considered to have "inside information" regarding the Company (as determined under the laws in the Optionee's country of residence and/or employment). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Optionee expressly acknowledges that it is the Optionee's personal responsibility to comply with any applicable restrictions.

(n) *Validity and Enforceability; Severability.* The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement. The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. Alternatively, the Company, in its sole discretion, shall have the power and authority to revise or strike such provision to the minimum extent necessary to render it valid and enforceable to the full extent permitted under applicable law.

(o) *English Version to Control.* If the Optionee is a resident outside of the United States, the Optionee acknowledges and agrees that it is the Optionee's express intent that this Agreement, the Plan and all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Award be drawn up in English. If the Optionee has received this Agreement, the Plan or any other documents related to the Award translated into a language other than English and the meaning of the translated version is different than the English version, the English version will control.

(p) *Addendum.* Notwithstanding any provisions of this Agreement to the contrary, the Award shall be subject to any special terms and conditions for the Optionee's country of residence (and country of employment, if different) set forth in an addendum to this Agreement (an "Addendum"). Further, if the Optionee transfers residence and/or employment to another country reflected in an Addendum to this Agreement at the time of transfer, the special terms and conditions for such country will apply to the Optionee to the extent the Company determines, in its sole discretion, that the application of such special terms and conditions is necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Award and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Optionee's transfer). In all circumstances, any applicable Addendum shall constitute part of this Agreement.

(q) *Other Requirements.* The Company reserves the right to impose other requirements on the Award, any shares of Common Stock acquired pursuant to the Option and the Optionee's participation in the Plan to the extent the Company determines, in its sole discretion, that such other requirements are necessary or advisable in order to comply with local law, rules and regulations or to facilitate the operation and administration of the Award and the Plan. Such requirements may include (but are not limited to) requiring the Optionee to sign any agreements or undertakings that may be necessary to accomplish the foregoing.

(r) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Recipient, Optionee, the Recipient Optionee acknowledges and agrees that the Recipient's RSUs, Option, any shares of Common Stock acquired pursuant thereto and/or any amount received with respect to any sale of such shares may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "Recovery Policy") as in effect on the Award Date (and to the extent applicable to the Recipient, Optionee, a copy of which has been made available to the Recipient Optionee) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that are applicable to such

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Exhibit 10.1

Award and shares of Common Stock. As a condition to the grant of the RSUs, Option, to the extent applicable, the Recipient Optionee expressly agrees and consents to the Company's Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Recipient Optionee expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Recipient Optionee) or applicable law without further consent or action being required by the Recipient Optionee. For purposes of the foregoing and as a condition to the grant of the RSUs, Option, the Recipient Optionee expressly and explicitly authorizes the Company to issue instructions, on the Recipient's Optionee's behalf, to any third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(m) *Acceptance.* By accepting the grant of the Award, the Recipient acknowledges that the Recipient has read this Agreement, the Addendum to this Agreement (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein.

This Award of RSUs is subject to the Recipient's on-line acceptance of the terms and conditions of this Agreement through the E*TRADE web portal. By accepting the terms and conditions of this Agreement, the Recipient acknowledges receipt of a copy of the Plan, the U.S. Prospectus for the Plan, and the local country tax supplement to the U.S. Prospectus for the Plan (the "Award Information"). The Recipient represents that the Recipient is familiar with the terms and provisions of the Award

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Exhibit 10.3

Information and hereby accepts this Award on the terms and conditions set forth herein and in the Plan, and acknowledges that the Recipient had the opportunity to obtain independent legal, investment and tax advice at the Recipient's personal expense prior to accepting this Award.

COLUMBIA SPORTSWEAR COMPANY

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Exhibit 10.4

**PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT
(Relative Total Shareholder Return)**

This Award Agreement (this "Agreement") is entered into as of [DATE] (the "Award Date") by and between Columbia Sportswear Company, an Oregon corporation (the "Company"), and [NAME] (the "Recipient"), for the award of restricted stock units with respect to the Company's Common Stock ("Common Stock").

The award of restricted stock units to the Recipient is made pursuant to Section 7 of the 2020 Stock Incentive Plan, as amended (the "Plan"), and the Recipient desires to accept the award subject to the terms and conditions of this Agreement and the Plan. The terms of the Plan are incorporated by reference in this Agreement. Capitalized terms used but not defined in this Agreement have the meanings set forth in the Plan.

IN CONSIDERATION of the mutual covenants and agreements set forth in this Agreement, the parties agree to the following.

1. Award and Terms of Restricted Stock Units. The Company awards to the Recipient under the Plan [SHARES] restricted stock units (the "Award" or the "Target RSUs"), subject to forfeiture and adjustment as provided in Section 1 of this Agreement and to the restrictions, terms and conditions set forth in this Agreement.

(a) *Rights under Restricted Stock Units.* A restricted stock unit (a "RSU") represents the unfunded, unsecured right to require the Company to deliver to the Recipient one share of Common Stock for each RSU. The number of shares of Common Stock deliverable with respect to each RSU is subject to adjustment (1) as provided in Section 1(b), and Section 1(c) of this Agreement and (2) as determined by the Board of Directors of the Company (the "Board") as to the number and kind of shares of stock deliverable upon any merger, reorganization, consolidation, recapitalization, stock dividend, spin-off or other change in the corporate structure affecting the Common Stock generally.

(b) *Vesting.* The RSUs awarded under this Agreement shall initially be 100% unvested and subject to forfeiture. The RSUs shall become eligible for vesting and settlement in shares of Common Stock as set forth below.

(1) **Adjustment to Target RSUs Based on Achievement of Performance.** Except as otherwise set forth in this Agreement, for the period beginning [DATE] and ending [DATE] (the "**Performance Period**"), the Award is subject to increase, decrease or forfeiture (and if forfeited the Recipient shall have no right to receive the related Common Stock) based on achievement of the Company's relative Total Shareholder Return ("**Relative TSR**") during the Performance Period compared against the Russell 3000 companies in the Textiles, Apparel and Luxury Goods Companies GICS Sub-Industry Group (GICS Code 252030), including Levi Strauss & Co. (not currently in the Russell 3000), as constituted on the first day of the Performance Period and listed on **Exhibit A** hereto (the "**Comparator Companies**").

The last day of the Performance Period is the "**Vesting Date**" of the Award. If the Vesting Date falls on a weekend or any other day on which the Nasdaq Stock Market ("**NSM**") or any national securities exchange on which the Common Stock then is principally traded (the "**Exchange**") is not open, affected RSUs shall vest on the next following NSM or Exchange business day, as the case may be. Following the last day of the Performance Period, the Talent and Compensation Committee of the Board (the "**Compensation Committee**") shall certify the percentage of the Award that is earned (the "**Earned RSUs**") for the Performance Period, based on the following table and the provisions in **Section 1(b)(2)** below. If results are between data points, the percentage of the Award payable shall be determined by linear interpolation between the data points.

3-Year Relative TSR Performance and Related Payouts for the Performance Period		
Performance Level	Company TSR Percentile as Compared to Comparator Companies	Earned RSUs as a % of Target
Threshold	25 th Percentile	25%
Target	50 th Percentile	100%

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Stretch	75 th Percentile	150%
Maximum	≥90 th Percentile	200%

(2) **Measurement of Relative TSR.** Relative TSR shall be measured as follows:

(i) Total Shareholder Return of the Company and that of the Comparator Companies shall be measured using the average of the closing stock price for the 20 trading days immediately before the first day of the Performance Period and the average closing stock price for the 20 trading days immediately before and including the last day of the Performance Period. Total Shareholder Return for each of the Company and the Comparator Companies shall assume reinvestment of dividends on the ex-dividend date.

(ii) Any Comparator Companies that (i) are acquired or are not the surviving company following a merger or (ii) are delisted during the Performance Period shall be removed as a Comparator Company for purposes of calculating Relative TSR. Notwithstanding the foregoing, any Comparator Companies that file for bankruptcy during the Performance Period shall be placed at the bottom of the Comparator Companies for measurement purposes.

(c) **Adjustment of RSUs.**

(1) **Treatment of RSUs on Termination of Employment that is not a Qualified Termination.** If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date, and such termination of employment is not due to the Recipient's (i) retirement on any date that is after the later of (A) the second anniversary of the first day of the Performance Period and (B) the Recipient's retirement eligibility date or (ii) death or total disability that occurs after at least six months of the Performance Period has elapsed (any such termination pursuant to clauses (i) and (ii), a "**Qualified Termination**"), the Recipient shall immediately forfeit all outstanding RSUs awarded pursuant to this Agreement and the Recipient shall have no right to receive any related Common Stock. If the Recipient ceases to be continuously employed by the Company for any reason after the Vesting Date, the Recipient shall be entitled to receive the Earned RSUs, subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. In the event of a Recipient's Qualified Termination, the Recipient's RSUs shall not be immediately forfeited and shall instead be eligible to vest as provided in **Section 1(c)(2)** or **Section 1(c)(3)** of this Agreement, as applicable.

(2) **Treatment of RSUs on a Qualified Termination Due to Retirement.** If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date as a result of retirement on any date that is after the later of (i) the second anniversary of the first day of the Performance Period and (ii) the Recipient's retirement eligibility date, the Recipient shall be eligible to receive a prorated number of the Earned RSUs pursuant to **Section 1(f)**, subject to the Recipient's compliance with the Recipient's continuing obligations to the Company. Subject to **Section 1(c)(4)**, such prorated number shall be an amount equal to the product of (x) the number of Earned RSUs, multiplied by (y) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to retirement and the denominator of which is the total number of calendar days in the Performance Period. For purposes of applying **Section 1(f)**, the Vesting Date shall be treated as the "applicable vesting date" in respect of a Qualified Termination due to retirement, such that the timing of the delivery date referenced in **Section 1(f)** shall be the same as if no such Qualified Termination had occurred. For purposes of this Agreement, "retirement" shall have the same meaning as provided in the applicable policy maintained by the Company for the benefit of the Recipient or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(3) **Acceleration of Vesting on Qualified Termination Due to Death or Total Disability.** If the Recipient ceases to be continuously employed by the Company on or prior to the Vesting Date as a result of death or total disability that occurs at least six months after commencement of the Performance Period, subject to Section 1(c)(4), a prorated number of the Recipient's outstanding RSUs awarded pursuant to this Agreement immediately shall become vested in an amount equal to the product of (i) the number of Target RSUs, multiplied by (ii) a fraction, the numerator of which is the number of calendar days of continuous employment from the beginning of the Performance Period through the date of the Recipient's Qualified Termination due to death or total disability and the denominator of which is the total number of calendar days in the Performance Period. The date of the Recipient's Qualified Termination due to death or total disability shall be treated as the "applicable vesting date" for purposes of applying Section 1(f). For purposes of the foregoing, "total disability" shall have the same meaning as provided in any long-term disability policy maintained by

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the Company for the benefit of the Recipient or, in the absence of such policy, as determined by the Board or the Compensation Committee in its discretion in accordance with applicable law.

(4) **Treatment of Leave of Absence.** Absence on leave approved by the Company (or, if the Recipient is an executive officer of the Company, approved by the Board or the Compensation Committee), shall not be deemed a termination or interruption of employment or service. Unless otherwise determined by the Company, the Board or the Compensation Committee in its sole discretion, (i) vesting of RSUs shall continue during a medical, family or military leave of absence, whether paid or unpaid, and (ii) vesting of RSUs shall be suspended during, and the number of shares deliverable at the applicable vesting date shall be proportionately reduced as a result of, any other unpaid leave of absence.

(5) **Forfeiture of RSUs on Violation of Code of Business Conduct and Ethics.** The Recipient acknowledges that compliance with the Company's Code of Business Conduct and Ethics is a condition to the receipt and vesting of the RSUs. If, during the term of this Agreement, the Board (or a committee of directors designated by the Board) determines in good faith that the Recipient's conduct is or has been in violation of the Company's Code of Business Conduct and Ethics, then the Board or committee may cause the Recipient to immediately forfeit all or a portion of the unvested RSUs granted pursuant to this Agreement and the Recipient shall have no right to receive the related Common Stock.

(d) **Restrictions on Transfer and Delivery on Death.** The Recipient may not sell, transfer, assign, pledge or otherwise encumber or dispose of the RSUs subject to this Agreement. If the Recipient dies before the delivery date, the shares shall be delivered to the Recipient's estate.

(e) **Voting Rights and Dividend Equivalents.** The Recipient shall have no rights as a shareholder with respect to the RSUs or the Common Stock underlying the RSUs until the delivery date of Common Stock underlying the RSUs. The Recipient shall not be entitled to receive a cash payment equal to any cash dividends paid with respect to the Common Stock underlying the RSUs awarded under this Agreement that are declared prior to the delivery date.

(f) **Delivery of Shares.** As soon as practicable following the applicable vesting date and, unless Section 1(c)(3) is applicable to the Recipient, the Compensation Committee's certification of achievement of Relative TSR results, the Company shall deliver the shares of Common Stock represented by vested RSUs to the Recipient (the date of delivery of such shares is referred to as a "delivery date"), rounded to the nearest whole share; provided that the Recipient has satisfied its tax withholding obligations as specified under Section 1(g) and the Recipient has completed, signed and returned any documents and taken any additional action the Company deems appropriate. No fractional shares of Common Stock shall be issued. The shares of Common Stock shall be issued in the Recipient's name or, in the event of the Recipient's death, to the Recipient's estate.

Notwithstanding the foregoing, (i) the Company shall not be obligated to vest or deliver any shares of Common Stock during any period when the Company determines that the conversion of an RSU or the delivery of shares hereunder would violate any federal, state or other applicable laws and may issue shares with any restrictive legend that, as determined by the Company, is necessary to comply with securities laws or other regulatory requirements, and (ii) a delivery date may be delayed in order to provide the Company such time as it determines appropriate to determine tax withholding and other administrative matters; provided, however, that in any event the shares shall be delivered not later than, as applicable, (A) the March 15 that immediately follows the Vesting Date or (B) if the RSUs vest in accordance with Section 1(c)(3), March 15 of the calendar year immediately following the calendar year that includes the date of the Recipient's Qualified Termination due to death or total disability.

(g) **Taxes and Tax Withholding.**

(i) The Recipient acknowledges that under United States federal tax laws in effect on the Award Date, the Recipient will have taxable compensation income based on the Market Value (as defined below) of the Common Stock on the delivery date. The Recipient shall be responsible for all taxes imposed in connection with the Award, regardless of any action the Company takes with respect to any tax withholding obligations that arise in connection with the Award. The Company makes no representation or undertaking regarding the adequacy of any tax withholding in connection with the grant or vesting of the Award.

(ii) The Company shall have the right, but not the obligation, to deduct from any and all payments made under the Plan, or to withhold from any delivery of Common Stock hereunder all domestic or foreign income, employment or other tax withholding

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obligations, whether national, federal, state or local (the "**Tax Withholding Obligation**"), arising as a result of any grant, vesting or delivery of Common Stock pursuant to this Award, in amounts determined by the Company. Unless otherwise determined by the Company, the Tax Withholding Obligation will be satisfied by the Company withholding from the vested shares of Common Stock a number of whole shares of Common Stock with an aggregate Market Value (as defined below) equal to the required minimum tax withholding. The Recipient shall pay to the Company in cash, upon demand, the amount of any Tax Withholding Obligation that is not satisfied by the withholding of shares described above, and authorizes the Company to withhold from other amounts payable by the Company to the Recipient, including through additional payroll withholding, any amount not so paid. The Company has no obligation to deliver shares of Common Stock pursuant to this Award until the Company's tax withholding obligations have been satisfied by the Recipient.

(h) *No Solicitation.* (This provision is not applicable to California employees). The Recipient agrees that for 18 months after the Recipient's employment with the Company terminates for any reason, with or without cause, whether by the Company or the Recipient, the Recipient shall not recruit, attempt to hire, solicit, or assist others in recruiting or hiring, any person who is an employee of the Company, or any of its subsidiaries. In addition to other remedies that may be available to the Company, the Recipient shall pay to the Company in cash, upon demand, the net value of any shares of Common Stock, valued as of the delivery date, delivered under this Agreement if the Recipient violates this Section 1(h).

(i) *Not a Contract of Employment.* This Agreement shall not be construed as a contract of employment between the Company and the Recipient and nothing contained in this Agreement or in the Plan shall confer upon the Recipient any right to be continued in the employment of the Company or to interfere in any way with the right of the Company to terminate the Recipient's employment at any time for any reason, with or without cause, or to decrease the Recipient's compensation or benefits.

2. Miscellaneous.

(a) *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with regard to the subjects hereof.

(b) *Interpretation of the Plan and this Agreement.* The Board, or a committee of the Board responsible for administering the Plan (the "**Administrator**"), shall have the sole authority to interpret the provisions of this Agreement and the Plan, and all determinations by it shall be final and conclusive.

(c) *Section 409A.* The Award made pursuant to this Agreement is intended not to constitute a "nonqualified deferred compensation plan" within the meaning of Section 409A the Internal Revenue Code of 1986, as amended, and instead is intended to be exempt from the application of Section 409A, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4) or otherwise. To the extent that the Award is nevertheless deemed to be subject to Section 409A, the Award shall be interpreted in accordance with Section 409A and Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance issued after the grant of the Award. Notwithstanding any provision of the Award to the contrary, in the event that the Administrator determines that the Award is or may be subject to Section 409A, the Administrator may adopt such amendments to the Award or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (i) exempt the Award from the application of Section 409A or preserve the intended tax treatment of the benefits provided with respect to the Award, or (ii) comply with the requirements of Section 409A.

(d) *Market Value.* "**Market Value**" as of a particular date shall mean (i) the closing sales price per share of Common Stock as reported by the NSM on that date, or (ii) if the shares of Common Stock are not listed or admitted to trading on the NSM, the closing price on the national securities exchange on which such stock is principally traded on that date, or (iii) if the shares of Common Stock are not then listed on the NSM or on another national securities exchange, the average of the highest reported bid and lowest reported asked prices for the shares of Common Stock on that date or (iv) if the shares of Common Stock are not then listed on any securities exchange and prices therefor are not reported, such value as determined in good faith by the Board of Directors (or any duly authorized committee thereof) as of that date.

(e) *Electronic Delivery.* The Recipient consents to the electronic delivery of any prospectus and any other documents relating to this Award in lieu of mailing or other form of delivery.

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(f) *Rights and Benefits.* The rights and benefits of this Agreement shall inure to the benefit of and be enforceable by the Company's successors and assigns and, subject to the restrictions on transfer of this Agreement, be binding upon the Recipient's heirs, executors, administrators, successors and assigns.

(g) *Further Action.* The parties agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

(h) *Governing Law, Venue and Jurisdiction; Attorneys' Fees.* This Agreement and the Plan shall be interpreted under the laws of the state of Oregon, exclusive of choice of law rules. Venue and jurisdiction shall be in the state or federal courts in Washington County, Oregon, and nowhere else. In the event either party institutes litigation hereunder, the prevailing party shall be entitled to reasonable attorneys' fees to be set by the trial court and, upon any appeal, the appellate court.

(i) *Consent to Transfer Personal Data.* By signing this Agreement, the Recipient voluntarily acknowledges and consents to the collection, use, processing and transfer of personal data as described in this paragraph. The Recipient is not obliged to consent to such collection, use, processing and transfer of personal data. However, failure to provide the consent may affect the Recipient's ability to participate in the Plan. The Company and its subsidiaries hold certain personal information about the Recipient, including name, home address and telephone number, date of birth, social security number or other employee identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all entitlement to shares of stock awarded, canceled, purchased, vested, unvested or outstanding in the Recipient's favor, for the purpose of managing and administering the Plan ("Data"). The Company and/or its subsidiaries will transfer Data amongst themselves as necessary for the purpose of implementation, administration and management of the Plan, and the Company and/or any of its subsidiaries may each further transfer Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the European Economic Area, or elsewhere throughout the world, including the United States. The Recipient authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Recipient's participation in the Plan, including any requisite transfer of such Data as may be required for the administration of the Plan and/or the subsequent holding of shares of stock on the Recipient's behalf to a broker or other third party with whom the Recipient may elect to deposit any shares of stock acquired pursuant to the Plan. The Recipient may, at any time, review Data, require any necessary amendments to it or withdraw the consents herein in writing by contacting the Company; however, withdrawing consent may affect the Recipient's ability to participate in the Plan.

(j) *Acknowledgment of Discretionary Nature of the Plan; No Vested Rights.* The Recipient acknowledges and agrees that the Plan is discretionary in nature and limited in duration, and may be amended, cancelled, or terminated by the Company, in its sole discretion, at any time. The award of RSUs under the Plan is a one-time benefit and does not create any contractual or other right to receive a grant of RSUs or benefits in lieu of RSUs in the future. Future awards, if any, shall be at the sole discretion of the Company, including, but not limited to, the timing of any award, the number of RSUs and vesting provisions.

(k) *Character of Award.* Participation in the Plan is voluntary. The value of the Award is an extraordinary item of compensation outside the scope of the Recipient's employment contract, if any. As such, the Award is not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension, or retirement benefits or similar payments.

(l) *Recovery Policy.* Notwithstanding any other provision of this Agreement to the contrary and to the extent applicable to the Recipient, the Recipient acknowledges and agrees that the Recipient's RSUs, any shares of Common Stock acquired pursuant thereto and/or any amount received with respect to any sale of such shares may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of the Columbia Sportswear Company Incentive Compensation Recovery Policy (the "**Recovery Policy**") as in effect on the Award Date (and to the extent applicable to the Recipient, a copy of which has been made available to the Recipient) and as may be amended from time to time in order to comply with changes in laws, rules or regulations that are applicable to such Award and shares of Common Stock. As a condition to the grant of the RSUs, to the extent applicable, the Recipient expressly agrees and consents to the Company's application, implementation and enforcement of (a) the Recovery Policy and (b) any provision of applicable law relating to cancellation, recoupment, rescission or payback of compensation. Further, the Recipient expressly agrees that the Company may take such actions as are necessary or appropriate to effectuate the Recovery Policy (as applicable to the Recipient) or applicable law without further consent or action being required by the Recipient. For purposes of the foregoing and as a condition to the grant of the RSUs, the Recipient expressly and explicitly

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Exhibit 10.4

authorizes the Company to issue instructions, on the Recipient's behalf, to any third party broker/administrator engaged by the Company for purposes of administering awards granted under the Plan TPA to re-convey, transfer or otherwise return such shares and/or other amounts to the Company. To the extent that the terms of this Agreement and the Recovery Policy conflict, the terms of the Recovery Policy shall prevail.

(m) (s) *Acceptance.* By accepting the grant of the Award, the Recipient Optionee acknowledges that the Recipient Optionee has read this Agreement, the Addendum to this Agreement (as applicable) and the Plan, and specifically accepts and agrees to the provisions therein.

This Award of RSUs the Option is subject to the Recipient's Optionee's on-line acceptance of the terms and conditions of this Agreement through the E*TRADE web portal. By accepting the terms and conditions of this Agreement, the Recipient Optionee acknowledges receipt of a copy of the Plan, the U.S. Prospectus for the Plan, and the local country tax supplement to the U.S. Prospectus for the Plan (the "Award Information" "Award Information"). The Recipient Optionee represents that the Recipient Optionee is familiar with the terms and provisions of the Award Information and hereby accepts

this Award on the terms and conditions set forth herein and in the Plan, and acknowledges that the Recipient Optionee had the opportunity to obtain independent legal, investment and tax advice at the Recipient's Optionee's personal expense prior to accepting this Award.

COLUMBIA SPORTSWEAR COMPANY

COLUMBIA SPORTSWEAR COMPANY

EXHIBIT A ADDENDUM TO
NON-QUALIFIED STOCK OPTION AWARD AGREEMENT PURSUANT TO THE
COLUMBIA SPORTSWEAR COMPANY 2020 STOCK INCENTIVE PLAN

In addition to the terms of the Columbia Sportswear Company 2020 Stock Incentive Plan (the "Plan") and the Non-Qualified Stock Option Award Agreement pursuant to the Plan (the "Agreement"), the Option is subject to the following additional terms and conditions as set forth in this addendum to the extent the Optionee resides and/or is employed in one of the countries reflected herein (the "Addendum"). Capitalized terms used herein without definition shall have the same meaning as assigned to such terms in the Plan and the Agreement. To the extent the Optionee transfers residence and/or employment to another country, the special terms and conditions for such country as reflected in this Addendum (if any) will apply to the Optionee to the extent the Company determines, in its sole discretion, that the application of such terms and conditions is necessary or advisable in order to comply with local laws, rules and regulations, or to facilitate the operation and administration of the Option and the Plan (or the Company may establish alternative terms and conditions as may be necessary or advisable to accommodate the Optionee's transfer).

LIST OF COMPARATOR COMPANIES Canada

1. Non-Qualified Securities. All or a portion of the shares of Common Stock subject to the Option may be "non-qualified securities" within the meaning of the *Income Tax Act* (Canada). The Company shall provide the Optionee with additional information and/or appropriate notification regarding the characterization of the Option for Canadian income tax purposes as may be required by the *Income Tax Act* (Canada) and the regulations thereunder.

Allbirds, Inc.	Ermenegildo Zegna N.V.	Kontoor Brands, Inc.	PVH Corp.	Tapestry, Inc.
Capri Holdings Limited	FIGS, Inc.	Levi Strauss & Co.	Ralph Lauren Corporation	Under Armour, Inc
Carter's, Inc.	Fossil Group, Inc.	Movado Group, Inc.	Rocky Brands, Inc.	V.F. Corporation
Crocs, Inc.	G-III Apparel Group, Ltd.	NIKE, Inc.	Skechers U.S.A, Inc.	Vera Bradley, Inc.
Deckers Outdoor Corporation	Hanesbrands Inc.	Oxford Industries, Inc.	Steven Madden, Ltd.	Wolverine World Wide

2. Effect of Termination of Service. The following replaces Section 1(e)(2) of the Agreement:

For purposes of the Option, the Optionee's employment with the Company or the Employer, as applicable, will be considered terminated (regardless of the reason for termination, whether or not later found to be invalid or unlawful for any reason or in breach of employment or other laws or rules in the jurisdiction where the Optionee is providing services or the terms of the Optionee's employment or service agreement, if any) as of the date that is the earliest of: (a) the date that the Optionee is no longer actively providing services to the Company or the Employer or (b) the date on which the Optionee receives written notice of termination of employment (the "Termination Date"), except, in either case, to the extent applicable employment standards legislation requires the Option to continue through any minimum termination notice period applicable under the legislation. In such case, the Termination Date will be the last day of the Optionee's minimum statutory termination notice period.

Unless otherwise expressly provided in the Agreement or explicitly required by applicable legislation, the Optionee's right to vest in the Option under the Plan, if any, will terminate as of the Termination Date and the Optionee will not earn or be entitled to (A) any pro-rated vesting for that period of time before the Termination Date, (B) any unvested portion of the Option, or (C) any payment of damages in lieu thereof. To be clear, there shall be no vesting of the Option during any applicable common law or civil law reasonable notice period following the Termination Date or any payment of damages in lieu thereof. Subject to applicable legislation, in the event the Termination Date cannot be reasonably determined under the terms of the Agreement and/or the Plan, the Company shall have the exclusive discretion to

determine the Termination Date. The vested portion the Option may be exercised at any time on or prior to the earlier of (i) the Expiration Date or (ii) the expiration of 90 days after the Termination Date.

3. **No Payment of Exercise Price with Existing Shares.** Notwithstanding Section 1(f)(2)(ii) of the Agreement, the Optionee shall not be permitted to pay the Exercise Price by delivering existing shares of Common Stock that the Optionee already owns at the time of exercise.

4. **Securities Law Information.** The Optionee is permitted to sell shares of Common Stock acquired under the Plan through the TPA, if any, provided the resale of shares of Common Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Common Stock are listed.

5. **Use of English Language.** If the Optionee is a resident of Quebec, by accepting the Option, the Optionee acknowledges and agrees that it is the Optionee's wish that the Agreement, this Addendum, as well as all other documents, notices and legal proceedings entered into, given or instituted pursuant to the Option, either directly or indirectly, be drawn up in English.

Utilisation de la langue anglaise. Si le titulaire d'option est un résident du Québec, en acceptant l'option, le titulaire d'option reconnaît et accepte qu'il souhaite que l'entente, le présent addenda, ainsi que tous les autres documents, avis et poursuites judiciaires conclus, donnés ou intentés en vertu à l'Option, directement ou indirectement, être rédigé en anglais.

Hong Kong

1. **Lapse of Restrictions.** If, for any reason, shares of Common Stock are issued to the Optionee within six (6) months of the Award Date, the Optionee agrees that the Optionee will not sell or otherwise dispose of any such shares of Common Stock prior to the six (6) month anniversary of the Award Date.

2. **IMPORTANT NOTICE. WARNING:** The contents of the Agreement, the Addendum, the Plan, and all other materials pertaining to the Option and/or the Plan have not been reviewed by any regulatory authority in Hong Kong. The Optionee is hereby advised to exercise caution in relation to the offer thereunder. If the Optionee has any doubts about any of the contents of the aforesaid materials, the Optionee should obtain independent professional advice.

3. **Nature of the Plan.** The Company specifically intends that the Plan will not be treated as an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance ("ORSO"). To the extent any court, tribunal or legal/regulatory body in Hong Kong determines that the Plan constitutes an occupational retirement scheme for the purposes of ORSO, the grant of the Option shall be null and void.

4. **Award Benefits Are Not Wages.** The Option and the shares of Common Stock subject to the Option do not form part of the Optionee's wages for the purposes of calculating any statutory or contractual payments under Hong Kong law.

Japan

No country-specific provisions.

South Korea

No country-specific provisions.

Switzerland

Securities Law Information. The grant of the Option is considered a private offering and therefore is not subject to registration in Switzerland. Neither the Agreement, this Addendum nor any other materials relating to the Option (a) constitute a prospectus according to article 35 et seq. of the Swiss Federal Act on Financial Services ("FinSA"), (b) may be publicly distributed nor otherwise made publicly available in Switzerland to any person other than an employee of the Company or the Employer, or (c) has been or will be filed with, approved or supervised by any Swiss reviewing body according to article 51 of FinSA or any Swiss regulatory authority, including the Swiss Financial Market Supervisory Authority (FINMA).

Taiwan

1. **Securities Law Information.** The grant of the Option and the shares of Common Stock to be issued pursuant to the Plan are available only for employees of the Company or any parent or subsidiary of the Company. The grant of the Option is not a public offer of securities by a Taiwanese company.

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EXHIBIT 31.1

CERTIFICATION

I, Timothy P. Boyle, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Columbia Sportswear Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024 August 1, 2024

/s/ TIMOTHY P. BOYLE

Timothy P. Boyle

Chairman, President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION

I, Jim A. Swanson, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Columbia Sportswear Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 2, 2024 August 1, 2024

/s/ JIM A. SWANSON

Jim A. Swanson

Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

SECTION 1350 CERTIFICATION

In connection with the Quarterly Report on Form 10-Q of Columbia Sportswear Company (the "Company") for the period ended **March 31, 2024** **June 30, 2024** as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, Timothy P. Boyle, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 as of, and for, the periods presented in the Form 10-Q; and
- (2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: **May 2, 2024** **August 1, 2024**

/s/ TIMOTHY P. BOYLE

Timothy P. Boyle

Chairman, President and Chief Executive Officer

(Principal Executive Officer)

SECTION 1350 CERTIFICATION

In connection with the Quarterly Report on Form 10-Q of Columbia Sportswear Company (the "Company") on for the period ended **March 31, 2024** **June 30, 2024** as filed with the Securities and Exchange Commission on the date hereof (the "Form 10-Q"), I, Jim A. Swanson, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Form 10-Q fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934 as of, and for, the periods presented in the Form 10-Q; and
- (2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: **May 2, 2024** **August 1, 2024**

/s/ JIM A. SWANSON

Jim A. Swanson

Executive Vice President and Chief Financial Officer

(Principal Financial and Accounting Officer)

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