

THE SHOE THAT GRIPS®

The greatest warranty you may never need!

Employees rarely slip and fall in our footwear. Should any employee have a slip and fall accident while wearing Shoes For Crews® footwear, we will reimburse your company up to <u>\$5,000</u>.\* \*See Limited Warranty for details.

Canada Standard Version

For more information, please call toll free 1.877.NO.SLIPS (1.877.667.5477) • Visit us online at shoesforcrews.ca/warranty

# Limited Warranty, Conditions & Exceptions

### LIMITED WARRANTY

Shoes For Crews, LLC ("Shoes For Crews" or "SFC") hereby agrees to reimburse a company that is participating in (and has entered into an agreement governing) any Shoes For Crews corporate shoe purchasing program ("Participating Company") in Canada for any benefits that the Participating Company is required by the Workplace Safety and Insurance Act (Ontario) or comparable legislation in other provinces of Canada (the "Legislation") to pay to a specific employee (or alternatively is required to reimburse to the Workplace Safety and Insurance Board (Ontario) or comparable government or regulatory agencies in other provinces of Canada ("WSIB")) in respect of a specific employee) as contribution in whole or in part for benefits payable to such injured employee pursuant to the provisions of the Legislation, for injuries sustained by employees of Participating Company resulting from slip and fall accidents while wearing shoes purchased from Shoes For Crews, subject to the conditions and exceptions set out herein. Such reimbursements shall be evidenced by a statement from the WSIB to the Participating Company which itemizes such required reimbursements by the Participating Company and their amounts (the "Statement Expenses").

### **CONDITIONS & EXCEPTIONS:**

- 1. At the time of the accident, the employee must have been wearing shoes purchased through a Shoes For Crews corporate shoe purchasing program within six (6) months prior to the accident date.
- 2. Accidents occurring: (1) due to solid obstacles on the floor; (2) on ice surfaces; (3) in freezers, or coolers; (4) in sub-zero or sub-freezing environments; or (5) due to the employee's, Participating Company's, or a third party's negligent, reckless or otherwise wrongful acts are specifically excluded from coverage under this Limited Warranty. Acceptable surface conditions include, but are not limited to, water, grease, liquefied fats, and synthetic lubricants.
- 3. The maximum reimbursement for an individual claim is up to \$5,000, and the annual maximum reimbursement for all individual claims combined from accidents in a calendar year is limited to 20% of Participating Company's purchases from SFC during the calendar year in which the accident occurs.
- 4. Shoes For Crews' reimbursement, pursuant to this Limited Warranty, is for Statement Expenses only. Claims other than Statement Expenses will not be considered for payment including, but not limited to, expenses due to time lost at work and the amount of premiums payable by the Participating Company to the WSIB.
- 5. Shoes For Crews reserves the right to require written verification, or other documentation from the employee confirming the absence or presence of any of the above conditions on form(s) provided by Shoes For Crews.
- 6. The Limited Warranty may be cancelled at any time by Shoes For Crews if Participating Company is more than sixty (60) days delinquent at that time on any invoice(s) from Shoes For Crews.
- 7. The Limited Warranty applies solely to slip and fall accidents that occur on a level floor within Participating Company's workplace while the employee is engaged in his or her regular job duties. For the avoidance of doubt, all other surfaces are excluded from this Limited Warranty.
- 8. Accidents occurring on or involving stairs or occurring outdoors are excluded from coverage in any form for purposes of this Limited Warranty.
- 9. Claims arising when wearing or using the CrewGuard® shoe covering are expressly excluded from this Limited Warranty.
- 10. Final claims for reimbursements must be made within two (2) years of the accident date. Reimbursements for claims submitted after the two (2) year anniversary date of the accident will result in denial of the claim.

#### **CLAIMS PROCEDURES**

Participating Company must report the occurrence of any covered accident to Shoes For Crews (on form(s) to be provided by Shoes For Crews) which must be received by Shoes For Crews within sixty (60) days of the occurrence of such accident. Failure to notify Shoes For Crews within the stated time period will result in denial of any claim.

#### TERMINATION

This Limited Warranty shall automatically be cancelled upon the termination of any corporate shoe purchasing program that Participating Company has with Shoes For Crews or the termination of any other agreement or agreements that may exist between Shoes For Crews and the Participating Company.

#### VENUE

This Limited Warranty shall be governed by the laws of the State of Florida without giving effect to its conflict of laws provisions. The venue for any action arising out of this Limited Warranty shall be in the state or federal courts located in Palm Beach County, Florida.



Shoes For Crews, LLC, a Florida Limited Liability Company Matthew Smith, CEO

Canada Standard Version

## Shoes For Crews Limited Warranty Claim Instructions

When Participating Company's employee has had a slip and fall accident while wearing Shoes For Crews<sup>®</sup> footwear purchased through a corporate shoe purchasing program, please do the following:

- The facility manager where the accident occurred or Participating Company's claims administrator
  must fill out the Shoes For Crews Slip and Fall Accident/Incident Report. The form must be
  completed, signed and forwarded to Participating Company's corporate Safety/Risk Manager or
  the person in Participating Company responsible for safety and risk management.
- Participating Company's safety and risk management representative must forward the following documents to Shoes For Crews, within sixty (60) days of the accident date:
  - The completed Shoes For Crews Slip and Fall Accident/Incident Report.
  - A copy of Participating Company's Statement Expenses.
- Send the Statement Expenses and Slip and Fall Accident/Incident Report related to the slip and fall accident to Shoes For Crews for processing as soon as the report or statement given to the Participating Company by or on behalf of the WSIB is available.
- Shoes For Crews may reimburse up to a maximum of \$5,000 per individual claim, limited to 20% of Participating Company's year-to-date purchases from Shoes For Crews during the calendar year in which the accident occurred. Once documentation of the payment of Statement Expenses related to the slip and fall accident has been received, reimbursement will be made. (Please see the Limited Warranty for details.)

Please send the completed forms to: Shoes For Crews, LLC Attn: Warranty Program Manager 250 S. Australian Avenue West Palm Beach, FL 33401

**Note:** To qualify for the Shoes For Crews Slip and Fall Limited Warranty, all claims for reimbursement must include the employee's name and employee ID number to verify the purchase of Shoes For Crews<sup>®</sup> footwear.

Not responsible for any typographical errors. The terms of this Limited Warranty are subject to change by Shoes For Crews at any time without notice to Participating Company.



250 S. Australian Avenue, West Palm Beach, Florida 33401
For more information, please call toll free
1.877.NO.SLIPS (1.877.667.5477)
Visit us online at shoesforcrews.ca/warranty

© 2014 Shoes For Crews, LLC, all rights reserved

Canada Standard Version

# Slip & Fall Accident/Incident Report

Location of Accident: City: Phone Number: Facility Manager's Name: Claimant Name: Claimant Name: Date of Injury: Shoes For Crews <sup>®</sup> Worker's Compensation Claim Number: Incident Description: At the time of the accident, was the claimant wearing S	_ Province: Claimant ID Number: <sup>®</sup> style worn at time of accident:	Postal Code:
Phone Number: Facility Manager's Name: Claimant Name: Shoes For Crews <sup>®</sup> Date of Injury: Shoes For Crews <sup>®</sup> Worker's Compensation Claim Number: Incident Description:	_ Claimant ID Number: <sup>®</sup> style worn at time of accident:	Invoice Number:
Facility Manager's Name: Claimant Name: Date of Injury: Shoes For Crews® Worker's Compensation Claim Number: ncident Description:	_ Claimant ID Number: <sup>®</sup> style worn at time of accident:	Invoice Number:
Claimant Name: Shoes For Crews <sup>®</sup> Date of Injury: Shoes For Crews <sup>®</sup> Worker's Compensation Claim Number: ncident Description:	_ Claimant ID Number: <sup>®</sup> style worn at time of accident:	Invoice Number:
Date of Injury: Shoes For Crews <sup>®</sup> Worker's Compensation Claim Number: Incident Description:	style worn at time of accident:	Invoice Number:
Worker's Compensation Claim Number:		
Incident Description:		
At the time of the accident, was the claimant wearing S		
At the time of the accident, was the claimant wearing S		
At the time of the accident, was the claimant wearing S	and the second second	
	Shoes For Crews® footwear pu	rchased within six (6) months prior to the date of the
accident through Participating Company's Corporate S	Shoe Purchasing Program?	
Please check one of the following as the cause of the a	accident:	
□ 1. Claimant slipped on food particles or some other	object that was left on the floo	)r
2. Claimant slipped on ice or while working in the fre		
$\square$ 3. Claimant slipped on stairs		
<ul> <li>4. Claimant slipped while wearing Shoes For Crews'</li> </ul>	® footwear in his/her workplac	e and not because of option $1/2$ or $3$
The undersigned has personal knowledge of the inforr	mation obtained herein. I hereb	y certify the above information to be true and correct.
Authorized Representative's Name:		
Work Phone:		
Signature:	Title:	
Province:		
Province:	Office Use Only	

For more information, please call toll free

1.877.NO.SLIPS (1.877.667.5477) • Visit us online at shoesforcrews.ca/warranty