

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 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 June 30, 2000

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE EXCHANGE  
ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

COLUMBIA SPORTSWEAR COMPANY  
(Exact name of registrant as specified in its charter)

Oregon 0-23939 93-0498284

-----  
(State or other jurisdiction of (Commission File (IRS Employer  
incorporation or organization) Number) Identification Number)

6600 North Baltimore Portland, Oregon 97203

-----  
(Address of principal executive offices) (Zip Code)

(503) 286-3676

-----  
(Registrant's telephone number, including area code)

Not Applicable

-----  
(Former name, former address and former fiscal year,  
if changed since last report)

Indicate by check mark whether 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

The number of shares of Common Stock outstanding on July 31, 2000, was  
25,473,554.

COLUMBIA SPORTSWEAR COMPANY

JUNE 30, 2000

INDEX TO FORM 10-Q

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ITEM 1 - FINANCIAL STATEMENTS

COLUMBIA SPORTSWEAR COMPANY  
CONDENSED CONSOLIDATED BALANCE SHEETS  
(IN THOUSANDS)  
(UNAUDITED)

<TABLE>  
<CAPTION>

	JUNE 30, 2000	DECEMBER 31, 1999
	-----	-----
	<C>	<C>
ASSETS		
Current Assets:		
Cash and cash equivalents	\$ 12,851	\$ 14,622
Accounts receivable, net of allowance of \$5,413 and \$4,535, respectively	77,574	118,709
Inventories (Note 2)	132,121	86,465
Deferred tax asset	11,839	11,822
Prepaid expenses and other current assets	4,326	2,425
	-----	-----
Total current assets	238,711	234,043
Property, plant, and equipment, net	65,591	68,960
Intangibles and other assets	1,820	1,987
	-----	-----
Total assets	\$ 306,122	\$ 304,990
	=====	=====

LIABILITIES AND SHAREHOLDERS' EQUITY

Current Liabilities:		
Notes payable	\$ 29,344	\$ 31,676
Accounts payable	37,636	36,779
Accrued liabilities	16,446	19,156
Income taxes payable	--	2,075
Current portion of long-term debt	263	252
	-----	-----
Total current liabilities	83,689	89,938
Long-term debt	26,189	26,665
Deferred tax liability	3,863	4,012
	-----	-----
Total liabilities	113,741	120,615

Commitments and contingencies	--	--
Shareholders' Equity:		
Preferred stock; 10,000 shares authorized; none issued and outstanding	--	--
Common stock; 50,000 shares authorized; 25,438 and 25,350 issued and outstanding	127,367	126,265
Retained earnings	72,180	65,290
Accumulated other comprehensive loss	(4,097)	(3,770)
Unearned portion of restricted stock issued for future services	(3,069)	(3,410)
Total shareholders' equity	192,381	184,375
Total liabilities and shareholders' equity	\$ 306,122	\$ 304,990

</TABLE>

See accompanying notes to condensed consolidated financial statements

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COLUMBIA SPORTSWEAR COMPANY  
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS  
(IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)  
(UNAUDITED)

<TABLE>  
<CAPTION>

	THREE MONTHS ENDED		SIX MONTHS ENDED	
	JUNE 30,		JUNE 30,	
	2000	1999	2000	1999
Net sales	\$ 97,155	\$ 71,416	\$205,592	\$160,630
Cost of sales	53,426	40,116	115,325	96,716
Gross profit	43,729	31,300	90,267	63,914
Selling, general, and administrative	36,933	30,659	77,311	62,247
Income from operations	6,796	641	12,956	1,667
Interest expense, net	740	1,037	1,424	1,663
Income (loss) before income tax	6,056	(396)	11,532	4
Income tax expense (benefit)	2,438	(158)	4,642	2
Net income (loss) (Note 3)	\$ 3,618	\$ (238)	\$ 6,890	\$ 2
Net income (loss) per share (Note 4):				
Basic	\$ 0.14	\$ (0.01)	\$ 0.27	\$ 0.00
Diluted	\$ 0.14	\$ (0.01)	\$ 0.27	\$ 0.00
Weighted average shares outstanding:				
Basic	25,432	25,291	25,428	25,286
Diluted	26,126	25,515	25,981	25,515

</TABLE>

See accompanying notes to condensed consolidated financial statements

COLUMBIA SPORTSWEAR COMPANY  
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS  
(IN THOUSANDS)  
(UNAUDITED)

<TABLE>  
<CAPTION>

	SIX MONTHS ENDED JUNE 30,	
	----- 2000	----- 1999
<S>	<C>	<C>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 6,890	\$ 2
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization	6,668	5,700
Non-cash compensation	341	484
(Gain) loss on disposition of property, plant, and equipment	(321)	34
Deferred income taxes	(183)	170
Changes in operating assets and liabilities:		
Accounts receivable	39,567	27,238
Inventories	(46,326)	(34,419)
Prepaid expenses and other current assets	(1,513)	(2,809)
Intangibles and other assets	(48)	79
Accounts payable	1,110	5,096
Accrued liabilities	(5,125)	(1,969)
	-----	-----
Net cash provided by (used in) operating activities	1,060	(394)
	-----	-----
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Additions to property, plant, and equipment	(3,288)	(7,386)
Proceeds from sale of property, plant, and equipment	432	12
	-----	-----
Net cash used in investing activities	(2,856)	(7,374)
	-----	-----
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Net (repayment of) proceeds from notes payable	(1,328)	5,908
Repayment on long-term debt	(466)	(440)
Proceeds from issuance of common stock	1,101	229
	-----	-----
Net cash (used in) provided by financing activities	(693)	5,697
	-----	-----
NET EFFECT OF EXCHANGE RATE CHANGES ON CASH	718	(128)
	-----	-----
NET DECREASE IN CASH AND CASH EQUIVALENTS	(1,771)	(2,199)
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	14,622	6,777
	-----	-----
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 12,851	\$ 4,578
	=====	=====

</TABLE>

See accompanying notes to condensed consolidated financial statements

COLUMBIA SPORTSWEAR COMPANY  
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS  
(Unaudited)

NOTE 1. BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated financial statements have been prepared by the management of Columbia Sportswear Company (the "Company") and in the opinion of management contain all adjustments, consisting only of normal recurring adjustments, necessary to present fairly the Company's financial

position as of June 30, 2000, and the results of operations for the three and six months ended June 30, 2000 and 1999 and cash flows for the six months ended June 30, 2000 and 1999. It should be understood that accounting measurements at interim dates inherently involve greater reliance on estimates than at year end. The results of operations for the three and six months ended June 30, 2000 are not necessarily indicative of the results to be expected for the full year.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission. It is suggested that these condensed consolidated financial statements be read in conjunction with the financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1999.

#### NOTE 2. INVENTORIES

Inventories consist of the following (in thousands):

<TABLE>  
<CAPTION>

	June 30, 2000	December 31, 1999
<S>	<C>	<C>
Raw materials	\$ 5,605	\$ 3,459
Work in process	19,446	9,197
Finished goods	107,070	73,809
	-----	-----
	\$132,121	\$ 86,465
	=====	=====

</TABLE>

#### NOTE 3. COMPREHENSIVE INCOME

Comprehensive income and its components, net of tax, is as follows (in thousands):

<TABLE>  
<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,		
<S>	2000	1999	2000	1999	<C>
	<C>	<C>	<C>	<C>	
Net income (loss)	\$ 3,618	\$ (238)	\$ 6,890	\$ 2	
Foreign currency translation adjustments		(305)	380	(292)	326
Unrealized gain (loss) on derivative transactions	195	(52)	(35)	(52)	
	-----	-----	-----	-----	
Comprehensive income	\$ 3,508	\$ 90	\$ 6,563	\$ 276	
	=====	=====	=====	=====	

</TABLE>

#### NOTE 4. NET INCOME PER SHARE

Statement of Financial Accounting Standards ("SFAS") No. 128, "Earnings Per Share," requires dual presentation of basic and diluted earnings per share ("EPS"). Basic EPS is based on the weighted average number of common shares outstanding. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock.

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There were no adjustments to net income in computing diluted net income per share for the three and six months ended June 30, 2000 and 1999. A reconciliation of the common shares used in the denominator for computing basic and diluted net income per share is as follows:

<TABLE>

<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,		
	2000	1999	2000	1999	
<S>	<C>	<C>	<C>	<C>	
Weighted average common shares outstanding, used in computing basic net income per share			25,432	25,291	25,428 25,286
Effect of dilutive stock options		694	224	553	229
Weighted-average common shares outstanding, used in computing diluted net income per share	26,126	25,515	25,981	25,515	
Net income (loss) per share of common stock:					
Basic and diluted	\$ 0.14	\$ (0.01)	\$ 0.27	\$ 0.00	

</TABLE>

#### NOTE 5. SEGMENT INFORMATION

The Company operates in one industry segment: the design, production, marketing and selling of active outdoor apparel, including outerwear, sportswear, rugged footwear, and accessories. The geographic distribution of the Company's net sales, income before income tax, and identifiable assets are summarized in the following table (in thousands). Inter-geographic net sales, which are recorded at a negotiated mark-up and eliminated in consolidation, are not material.

<TABLE>

<CAPTION>

	Three Months Ended June 30,		Six Months Ended June 30,		
	2000	1999	2000	1999	
<S>	<C>	<C>	<C>	<C>	
Net sales to unrelated entities:					
United States	\$ 71,774	\$ 53,157	\$ 140,675	\$ 116,478	
Canada	6,905	6,565	17,376	13,757	
Other International	18,476	11,694	47,541	30,395	
	\$ 97,155	\$ 71,416	\$ 205,592	\$ 160,630	
Income (loss) before income tax:					
United States	\$ 5,584	\$ 957	7,577	1,031	
Canada	255	1,055	1,348	2,331	
Other International	(54)	(1,583)	2,124	(1,458)	
Less interest and other income (expense) and eliminations	271	(825)	483	(1,900)	
	\$ 6,056	\$ (396)	\$ 11,532	\$ 4	

</TABLE>

<TABLE>

<CAPTION>

	June 30, 2000	December 31, 1999	
<S>	<C>	<C>	
Total assets:			
United States	\$ 287,566	\$ 274,222	
Canada	22,309	24,905	
Other international	39,702	45,254	
	349,577	344,381	
Eliminations	(43,455)	(39,391)	

\$ 306,122      \$ 304,990

</TABLE>

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NOTE 6. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

As part of the Company's risk management programs, the Company uses or used a variety of financial instruments, including foreign currency option and forward exchange contracts. The Company does not hold or issue derivative financial instruments for trading purposes.

The Company uses a combination of foreign currency option and forward exchange contracts to hedge against the currency risk associated with Japanese yen, Canadian dollar and European euro denominated, firmly committed and anticipated transactions for the next twelve months.

The Company accounts for these instruments as cash flow hedges. In accordance with SFAS No. 133, such financial instruments are marked-to-market with the offset to shareholders' equity and then subsequently recognized as a component of gross margin when the underlying transaction is recognized. The Company measures hedge effectiveness of foreign currency option and forward exchange contracts based on the forward price of the underlying commodity. Hedge ineffectiveness was not material during the three and six months ended June 30, 2000.

NOTE 7. FUTURE ACCOUNTING CHANGES

In December of 1999, the Securities and Exchange Commission issued Staff Accounting Bulletin (SAB) No. 101, "Revenue Recognition in Financial Statements". The effective date of the bulletin was delayed according to SAB No. 101A and SAB NO. 101B and will be effective for the Company's first quarter of fiscal year 2001. Management has not yet completed an evaluation of the effects this bulletin will have on the Company's consolidated financial statements.

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

FORWARD LOOKING STATEMENTS

The statements in this report and statements management may make from time to time concerning future liquidity, financing, working capital requirements and the impact of euro implementation on our business constitute forward-looking statements that are subject to risks and uncertainties. Many factors could cause actual results to differ materially from those projected in such forward looking statements, including risks described in our annual report on form 10-K for the year ended December 31, 1999 under the heading "Factors That May Affect Our Business".

Results of Operations

The following table sets forth, for the periods indicated, selected income statement data expressed as a percentage of net sales.

<TABLE>  
<CAPTION>

	Three Months Ended		Six Months Ended		
	June 30,		June 30,		
	2000	1999	2000	1999	
<S>	<C>	<C>	<C>	<C>	
Net sales	100.0%	100.0%	100.0%	100.0%	
Cost of sales	55.0	56.2	56.1	60.2	
Gross profit	45.0	43.8	43.9	39.8	
Selling, general and administrative		38.0	42.9	37.6	38.8

Income from operations	7.0	0.9	6.3	1.0
Interest expense, net	0.8	1.4	0.7	1.0
Income (loss) before income tax	6.2	(0.5)	5.6	0.0
Income tax expense (benefit)	2.5	(0.2)	2.2	0.0
Net income (loss)	3.7%	(0.3)%	3.4%	0.0%

### THREE MONTHS ENDED JUNE 30, 2000 COMPARED TO THREE MONTHS ENDED JUNE 30, 1999

**NET SALES:** Net sales increased 36.1% to \$97.2 million for the three month period ended June 30, 2000 from \$71.4 million for the comparable period in 1999.

Domestic sales increased 35.0% to \$71.8 million for the three month period ended June 30, 2000 from \$53.2 million for the comparable period in 1999. Net international sales, excluding Canada, increased 58.1% to \$18.5 million for the three month period ended June 30, 2000 from \$11.7 million for the comparable period in 1999. Canadian sales increased 4.5% to \$6.9 million for the three month period ended June 30, 2000 from \$6.6 million for the same period in 1999. These increases were primarily attributable to increased sales of spring sportswear and footwear units across all regions and domestic fall outerwear units.

**GROSS PROFIT:** Gross profit as a percentage of net sales was 45.0% for the three months ended June 30, 2000 compared to 43.8% for the comparable period in 1999. The increase in gross margin was due primarily to improved gross margin on sales of spring close-out products and early domestic shipments of high margin fall outerwear in response to customer demand.

**SELLING, GENERAL AND ADMINISTRATIVE EXPENSE:** Selling, general, and administrative expense increased 20.2% to \$36.9 million for the three months ended June 30, 2000 from \$30.7 million for the comparable period in 1999, primarily as a result of an increase in variable selling and operating expenses to support the higher level of sales. As a percentage of sales, selling, general, and administrative expenses decreased to 38.0% for the three months ended June 30, 2000 from 42.9% for the comparable period in 1999, primarily as a result of increased sales growth coupled with improvements in operating efficiencies, including leverage from our fully

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operational domestic distribution center expansion.

**INTEREST EXPENSE:** Interest expense decreased by 28.6% for the three months ended June 30, 2000 from the comparable period in 1999. This decrease was attributable to our increased cash position for the quarter ended June 30, 2000.

### SIX MONTHS ENDED JUNE 30, 2000 COMPARED TO SIX MONTHS ENDED JUNE 30, 1999

**NET SALES:** Net sales increased 28.0% to \$205.6 million for the six month period ended June 30, 2000 from \$160.6 million for the comparable period in 1999.

Domestic sales increased 20.8% to \$140.7 million for the six month period ended June 30, 2000 from \$116.5 million for the comparable period in 1999. Net international sales, excluding Canada, increased 56.3% to \$47.5 million for the six month period ended June 30, 2000 from \$30.4 million for the comparable period in 1999. Canadian net sales increased 26.1% to \$17.4 million for the six month period ended June 30, 2000 from \$13.8 million for the comparable period in 1999. These increases were primarily attributable to increased sales of spring sportswear and footwear units across all regions.

**GROSS PROFIT:** Gross profit as a percentage of net sales was 43.9% for the six months ended June 30, 2000 compared to 39.8% for the comparable period in 1999. The increase in gross margin was due to several factors including: (1) decreased sales of carry-over fall close-out products during the three months ended March 31, 2000 when compared to the three months ended March 31, 1999, (2) increased margin on sales of spring sportswear close-out products for the three months ended June 30, 2000 when compared to the three months ended June 30, 1999, and (3) an increased percentage of higher margin net international sales, excluding Canada, for the six months ended June 30, 2000 when compared to the six months ended June 30, 1999.

**SELLING, GENERAL AND ADMINISTRATIVE EXPENSE:** Selling, general, and administrative expense increased 24.3% to \$77.3 million for the six months ended

June 30, 2000 from \$62.2 million for the comparable period in 1999, primarily as a result of an increase in variable selling and operating expenses to support the higher level of sales. As a percentage of sales, selling, general, and administrative expenses decreased to 37.6% for the six months ended June 30, 2000 from 38.8% for the comparable period in 1999 as we were able to leverage our sales growth over our fixed operating expenses.

INTEREST EXPENSE: Interest expense decreased by 14.4% for the six months ended June 30, 2000 from the comparable period in 1999. This decrease was attributable to our increased cash position for the six months ended June 30, 2000.

#### SEASONALITY OF BUSINESS

Our business is impacted by the general seasonal trends that are characteristic of many companies in the outdoor apparel industry in which sales and profits are highest in the third calendar quarter. Our products are marketed on a seasonal basis, with a product mix weighted substantially toward the fall season. Results of operations in any period should not be considered indicative of the results to be expected for any future period. The sale of our products is subject to substantial cyclical fluctuation or impact from unseasonal weather conditions. Sales tend to decline in periods of recession or uncertainty regarding future economic prospects that affect consumer spending, particularly on discretionary items. This cyclicity and any related fluctuation in consumer demand could have a material adverse effect on the our results of operations and financial condition.

#### LIQUIDITY AND CAPITAL RESOURCES

Our primary ongoing funding requirements are to finance working capital and expansion of the business. At June 30, 2000, we had total cash equivalents of \$12.9 million compared to \$4.6 million at June 30, 1999. Cash provided by operating activities was \$1.1 million for the six months ended June 30, 2000 compared to cash used in operating activities of \$0.4 million for the

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comparable period in 1999. This increase was primarily due to increased earnings for the period as compared to the six months ended June 30, 1999.

Our primary capital requirements are for working capital, investing activities associated with the expansion of our international operations and general corporate needs. Net cash used in investing activities was \$2.9 million for the six months ended June 30, 2000 and \$7.4 million for the comparable period in 1999.

Net cash used in financing activities was \$0.7 million for the six months ended June 30, 2000 compared to net cash provided by financing activities of \$5.7 million for the comparable period in 1999. The increase in net cash used in financing activities was primarily due to an increase in repayments of short-term borrowings as compared to the six months ended June 30, 1999.

To fund our working capital requirements, we have available unsecured revolving lines of credit with aggregate seasonal limits ranging from approximately \$115 to \$135 million. As of June 30, 2000, \$29.3 million was outstanding under these lines of credit. Additionally, we maintain credit agreements in order to provide us with unsecured import lines of credit with a combined limit of approximately \$105 million available for issuing documentary letters of credit.

To finance expansion of our domestic distribution center, we entered into a note purchase agreement in 1998. Pursuant to the note purchase agreement, we issued senior promissory notes in the aggregate principal amount of \$25 million, bearing an interest rate of 6.68% and maturing August 11, 2008. Up to an additional \$15 million in shelf notes may be issued under the note purchase agreement.

#### EURO CURRENCY CONVERSION

European Union finance members approved 11 of the 15 member states for participation in economic and monetary union. On January 1, 1999, the Euro was adopted as the national currency of the participating countries - Austria, Belgium, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Portugal and Spain. Initially, the Euro will be used for non-cash transactions. Legacy currencies of the participating member states will remain legal tender until January 1, 2002. On this date, Euro-denominated bills and coins will be

issued for use in cash transactions.

The introduction of the Euro is a significant event with potential implications for our existing operations within the participating countries. As such, we have committed resources to conduct risk assessments and to take corrective actions, where required, to ensure that we are prepared for the introduction of the Euro. We are undertaking a review of the Euro implementation both in participating and non-participating countries where we have operations. Progress regarding Euro implementation is reported periodically to management.

We have not experienced any significant operational disruptions to date and do not expect the continued implementation of the Euro to cause any significant operational disruptions. In addition, we have not incurred and do not expect to incur any significant costs from the continued implementation of the Euro, including any additional currency risk, which could materially affect our liquidity or capital resources.

### ITEM 3 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information required by this item is included in the Notes to Condensed Consolidated Financial Statements and is incorporated herein by this reference.

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## PART II. OTHER INFORMATION

### ITEM 4 - SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

We held our Annual Meeting of Shareholders on May 25, 2000 where the following matter was submitted to a vote of shareholders, with the results as follows:

1. Election of seven directors to serve for the following year and until their successors are elected:

<TABLE>

<CAPTION>

	For	Withheld
<S>	<C>	<C>
Gertrude Boyle	23,824,994	25,672
Timothy Boyle	23,846,980	3,686
Sarah Bany	23,825,587	25,079
John Stanton	23,847,414	3,252
Edward George	23,857,414	3,252
Murrey Albers	23,847,414	3,252
Walter Klenz	23,835,614	15,052

</TABLE>

### ITEM 6 - EXHIBITS AND REPORTS ON FORM 8-K

#### (a) Exhibits

10.1 Fourth Amendment to Credit Agreement dated July 31, 2000 between Wells Fargo Bank National Association and Columbia Sportswear Company.

27.1 Financial Data Schedule.

#### (b) Reports on Form 8-K

None.

## SIGNATURES

Pursuant to the requirements 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: August 14, 2000

/s/ Patrick D. Anderson

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Patrick D. Anderson  
Chief Financial Officer and  
Authorized Officer

EXHIBIT 10.1

FOURTH AMENDMENT TO CREDIT AGREEMENT

THIS FOURTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is entered into as of July 31, 2000, by and between COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation ("Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Borrower is currently indebted to Bank pursuant to the terms and conditions of that certain Credit Agreement between Borrower and Bank dated as of July 31, 1997, as amended from time to time ("Credit Agreement").

WHEREAS, Bank and Borrower have agreed to certain changes in the terms and conditions set forth in the Credit Agreement and have agreed to amend the Credit Agreement to reflect said changes.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Credit Agreement shall be amended as follows:

1. The definition of "Available Credit" is amended to read as follows:

"Available Credit" means, at any time, the amount by which the aggregate of the outstanding principal amount of the Loans at such time is less than (a) \$50,000,000.00 during the period of July 15 through December 15 of the calendar year, (b) \$25,000,000.00 during the period of December 16 through February 15 of the calendar year, and (b) \$10,000,000.00 at all other times from the date of this Agreement through the Maturity Date."

2. The definition of "Maturity Date" is amended to read as follows:

"Maturity Date" means June 30, 2002."

3. The first sentence of Section 2.1(a) is amended to read as follows:

"(a) On the terms and subject to the conditions contained in this Agreement, Bank agrees to make loans (each a "Loan") to Borrower from time to time until the Maturity Date in an aggregate amount not to exceed at any time outstanding (i) \$50,000,000.00 during the period of July 15 through December 15 of the calendar year, (ii) \$25,000,000.00 during the period of December 16 through February 15 of the calendar year, and (iii) \$10,000,000.00 at all other times from the date of this Agreement through the Maturity Date. "

4. The Note, a form of which is attached to the Credit Agreement as Exhibit A, shall be amended, replaced and superseded by a promissory note in the form of Exhibit A hereto, which note Borrower shall execute contemporaneously with the execution of this Amendment.

5. The following is added to the Credit Agreement as a new Section 2.1(e):

1

" (e) Unused Commitment Fee. Borrower shall pay to Bank a fee equal to three-fortieths of one percent (0.075%) per annum (computed on the basis of a 360-day year, actual days elapsed) on the average daily Available Credit, which fee shall be calculated on a quarterly basis by Bank and shall be due and payable by Borrower in arrears within (15) days after each billing is sent by Bank."

6. Section 5.17(a) is deleted in its entirety with the following substituted therefor:

" (a) Maintain (on a consolidated basis) Indebtedness divided by Tangible Net Worth not greater than 1.25 to 1.0 as of the end of each first fiscal quarter end and as of each fiscal year end, and not greater than 1.75 to 1.0 as of each second and third fiscal quarter end."

7. The following is added to the Credit Agreement as a new Section 5.17(c):

" (c) Maintain (on a consolidated basis) EBITDA Coverage Ratio not less than 4.0 to 1.0 measured on a trailing four quarter basis, with "EBITDA" defined as net profit before tax plus interest expense (net of capitalized interest expense), depreciation expense and amortization expense, and with "EBITDA Coverage Ratio" defined as EBITDA divided by the aggregate of total interest expense plus the prior period current maturity of long-term debt and the prior period current maturity of subordinated debt."

8. Section 5.19 is deleted in its entirety, without substitution therefor.

9. The dollar number "\$15,000,000.00" in Section 6.6(c) is amended to read "\$25,000,000.00".

10. Schedule I to the Credit Agreement (Pricing Schedule) is amended as follows:

(a) the pricing grid set forth therein is deleted and replaced with the following:

<TABLE>  
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	Pricing Level	Level I	Level II	Level III
	-----	-----	-----	-----
<S>	<C>	<C>	<C>	
	LIBOR Margin	45	55	65
	Base Rate Margin	-205	-200	-195
	CD Margin	45	55	65"

</TABLE>

(b) the ratio "1.5:1.0" in each of the definitions of "Level II" and "Level III" is amended to read "1.25:1.0".

(c) the words "fiscal year end financial statements" in each instance in which they appear in the definition of "Capital Ratio" are amended to read as follows:

2

"fiscal quarter end (or in the case of the fourth fiscal quarter, fiscal year end) financial statements"

11. Except as specifically provided herein, all terms and conditions of the Credit Agreement remain in full force and effect, without waiver or modification. All terms defined in the Credit Agreement shall have the same meaning when used in this Amendment. This Amendment and the Credit Agreement shall be read together, as one document.

12. Borrower hereby remakes all representations and warranties contained in the Credit Agreement and reaffirms all covenants set forth therein. Borrower further certifies that as of the date of this Amendment there exists no Event of Default as defined in the Credit Agreement, nor any condition, act or event which with the giving of notice or the passage of time or both would constitute any such Event of Default.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE

ENFORCEABLE.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

WELLS FARGO BANK,  
COLUMBIA SPORTSWEAR COMPANY NATIONAL ASSOCIATION

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

REVOLVING LOANS PROMISSORY NOTE  
\$50,000,000.00 July 31, 2000

FOR VALUE RECEIVED, the undersigned, COLUMBIA SPORTSWEAR COMPANY, an Oregon corporation ("Borrower"), hereby promises to pay to the order of Wells Fargo Bank, National Association ("Bank") on the Maturity Date the principal sum of Fifty Million Dollars (\$50,000,000.00), or such lesser amount as shall equal the aggregate outstanding principal balance of all Loans made by Bank to Borrower pursuant to the Credit Agreement referred to below.

This promissory note is the Note referred to in, and subject to the terms of, that certain Credit Agreement between Borrower and Bank dated as of July 31, 1997, as amended, modified, restated or supplemented from time to time (the "Credit Agreement"). Capitalized terms used herein shall have the respective meanings assigned to them in the Credit Agreement.

Borrower further promises to pay interest on the outstanding principal balance hereof at the interest rates, and payable on the dates, set forth in the Credit Agreement. All payments of principal and interest hereunder shall be made by Bank at Bank's office in lawful money of the United States and in same day or immediately available funds.

Bank is authorized but not required to record the date and amount of each advance made hereunder, the date and amount of each payment of principal and interest hereunder, and the resulting unpaid principal balance hereof, in Bank's internal records, and any such recordation shall be prima facie evidence of the accuracy of the information so recorded; provided however, that Bank's failure to so record shall not limit or otherwise affect Borrower's obligations hereunder and under the Credit Agreement to repay the principal hereof and interest hereon.

The Credit Agreement provides, among other things, for acceleration (which in certain cases shall be automatic) of the maturity hereof upon the occurrence of certain stated events, in each case without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower.

In the event of any conflict between the terms of this promissory note and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

This promissory note shall be governed by and construed in accordance with the laws of the State of Oregon.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.

COLUMBIA SPORTSWEAR COMPANY

By: \_\_\_\_\_

Title: \_\_\_\_\_



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