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, 2025

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	**93-0498284**
(State or other jurisdiction of incorporation or organization)	(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 25, 2025 was 54,743,898.

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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, manufacturing locations of our inventory, inventory mix, the continued licensing of certain of our proprietary rights, consumer and customer spending and preferences, the performance of our international businesses, tariffs, international trade policy and the economic and geopolitical environment, consumer and customer behaviors and expectations and our ability to serve and retain existing, value-oriented consumers while attracting new consumers, the impact of new Columbia branded stores, the effect of our pricing, promotional and segmentation strategies, the impact of seasonal trends, risk management strategies, the performance and expected benefits of our Profit Improvement Program and the Columbia brand ACCELERATE Growth Strategy, capital expenditures, and our short and long-term cash needs and our ability to meet those needs.

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.

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

CONDENSED CONSOLIDATED BALANCE SHEETS (Unaudited)

(in thousands)	As of March 31, 2025	As of December 31, 2024	As of March 31, 2024
ASSETS			
Current Assets:			
Cash and cash equivalents	$ 323,339	$ 531,869	$ 418,462
Short-term investments	335,076	283,608	369,270
Accounts receivable, net of allowance of $ 3,890, $4,789 and $6,260, respectively	387,850	417,539	366,375
Inventories	623,700	690,515	607,373
Prepaid expenses and other current assets	71,371	85,051	84,738
Total current assets	1,741,336	2,008,582	1,846,218
Property, plant and equipment, net of accumulated depreciation of $ 725,867, $709,785 and $681,497 respectively	282,605	282,908	277,947
Operating lease right-of-use assets	408,048	399,669	361,103
Intangible assets, net	79,221	79,221	79,496
Goodwill	26,694	26,694	26,694
Deferred income taxes	104,747	104,203	100,162
Other non-current assets	64,764	73,988	70,611
Total assets	$ 2,707,415	$ 2,975,265	$ 2,762,231
LIABILITIES AND EQUITY			
Current Liabilities:			
Accounts payable	$ 268,504	$ 385,695	$ 150,131
Accrued liabilities	205,328	273,330	216,903
Operating lease liabilities	76,314	75,857	71,550
Income taxes payable	8,637	31,663	8,722
Total current liabilities	558,783	766,545	447,306
Non-current operating lease liabilities	380,562	373,328	340,310
Income taxes payable	14,052	13,176	26,262
Deferred income taxes	320	310	—
Other long-term liabilities	43,931	41,867	38,910
Total liabilities	997,648	1,195,226	852,788
Commitments and contingencies (Note 8)			
Shareholders' Equity:			
Preferred stock; 10,000 shares authorized; none issued and outstanding	—	—	—
Common stock (no par value); 250,000 shares authorized; 55,169, 56,245 and 59,473 issued outstanding, respectively	—	—	—
Retained earnings	1,771,218	1,843,261	1,960,634
Accumulated other comprehensive loss	(61,451)	(63,222)	(51,191)
Total shareholders' equity	1,709,767	1,780,039	1,909,443
Total liabilities and shareholders' equity	$ 2,707,415	$ 2,975,265	$ 2,762,231

See accompanying notes to unaudited condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)

	Three Months Ended March 31,	
(in thousands, except per share amounts)	**2025**	**2024**
Net sales	$ 778,452	$ 769,982
Cost of sales	382,395	380,423
Gross profit	396,057	389,559
Selling, general and administrative expenses	354,471	349,270
Net licensing income	4,922	4,392
Operating income	46,508	44,681
Interest income, net	6,817	9,197
Other non-operating income, net	1,551	271
Income before income tax	54,876	54,149
Income tax expense	12,628	11,849
Net income	$ 42,248	$ 42,300
Earnings per share:		
Basic	$ 0.76	$ 0.71
Diluted	$ 0.75	$ 0.71
Weighted average shares outstanding:		
Basic	55,734	59,823
Diluted	55,983	59,998

See accompanying notes to unaudited condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (Unaudited)

	Three Months Ended March 31,	
(in thousands)	**2025**	**2024**
Net income	$ 42,248	$ 42,300
Other comprehensive income (loss):		
Change in available-for-sale securities (net of tax effect of $ 26 and $46, respectively)	(84)	(145)
Change in derivative transactions (net of tax effects of $ 2,983 and $(3,435), respectively)	(7,958)	9,777
Foreign currency translation adjustments (net of tax effects of $(223) and $187, respectively)	9,813	(14,987)
Other comprehensive income (loss)	1,771	(5,355)
Comprehensive income	$ 44,019	$ 36,945

See accompanying notes to unaudited condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

sands)	Three Months Ended March 31, 2025	2024
lows from operating activities:		
ome	$ 42,248	42,300
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
reciation and amortization	13,465	15,070
-cash lease expense	20,921	18,603
vision for uncollectible accounts receivable	763	1,033
erred income taxes	2,658	1,232
re-based compensation	5,224	5,644
er, net	(2,385)	(4,198)
es in operating assets and liabilities:		
ounts receivable	33,254	50,409
ntories	71,634	131,721
paid expenses and other current assets	7,868	(511)
er assets	4,252	(2,055)
ounts payable	(117,346)	(77,004)
rued liabilities	(71,010)	(49,050)
me taxes payable	(22,227)	(8,128)
rating lease assets and liabilities	(21,609)	(18,410)
er liabilities	252	117
sh provided by (used in) operating activities	(32,038)	106,773
lows from investing activities:		
chases of short-term investments	(152,779)	(58,974)
es and maturities of short-term investments	106,913	110,878
ital expenditures	(15,565)	(14,795)
sh provided by (used in) investing activities	(61,431)	37,109
lows from financing activities:		
Proceeds from issuance of common stock related to share-based compensation	4,931	1,106
payments related to share-based compensation	(5,550)	(4,354)
urchase of common stock	(101,430)	(50,168)
h dividends paid	(16,600)	(17,927)
sh used in financing activities	(118,649)	(71,343)
ect of exchange rate changes on cash	3,588	(4,396)
crease (decrease) in cash and cash equivalents	(208,530)	68,143
and cash equivalents, beginning of period	531,869	350,319
and cash equivalents, end of period	$ 323,339	418,462
emental disclosures of cash flow information:		
h paid during the period for income taxes	$ 35,832	29,070
emental disclosures of non-cash investing and financing activities:		
perty, plant and equipment acquired through increase in liabilities	$ 8,712	3,492

See accompanying notes to unaudited condensed consolidated financial statements.

CONDENSED CONSOLIDATED STATEMENTS OF EQUITY (Unaudited)

(in thousands, except per share amounts)	Common Stock Shares Outstanding	Common Stock Amount	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance, December 31, 2024	56,245	$ —	$ 1,843,261	$ (63,222)	$ 1,780,039
Net income	—	—	42,248	—	42,248
Other comprehensive income	—	—	—	1,771	1,771
Cash dividends ($0.30 per share)	—	—	(16,600)	—	(16,600)
Issuance of common stock related to share-based compensation, net	176	(619)	—	—	(619)
Share-based compensation	—	5,224	—	—	5,224
Repurchase of common stock	(1,252)	(3,747)	(97,691)	—	(101,438)
Excise taxes related to repurchase of common stock	—	(858)	—	—	(858)
Balance, March 31, 2025	55,169	$ —	$ 1,771,218	$ (61,451)	$ 1,709,767

(in thousands, except per share amounts)	Common Stock Shares Outstanding	Common Stock Amount	Retained Earnings	Accumulated Other Comprehensive Loss	Total
Balance, December 31, 2023	59,996	$ —	$ 1,984,446	$ (45,836)	$ 1,938,610
Net income	—	—	42,300	—	42,300
Other comprehensive loss	—	—	—	(5,355)	(5,355)
Cash dividends ($0.30 per share)	—	—	(17,927)	—	(17,927)
Issuance of common stock related to share-based compensation, net	108	(3,248)	—	—	(3,248)
Share-based compensation	—	5,644	—	—	5,644
Repurchase of common stock	(631)	(1,983)	(48,185)	—	(50,168)
Excise taxes related to repurchase of common stock	—	(413)	—	—	(413)
Balance, March 31, 2024	59,473	$ —	$ 1,960,634	$ (51,191)	$ 1,909,443

See accompanying notes to unaudited condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

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, 2025, December 31, 2024 and March 31, 2024, the results of operations for the three months ended March 31, 2025 and 2024, and cash flows for the three months ended March 31, 2025 and 2024. The December 31, 2024 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, 2024. A significant part of the Company's business is of a seasonal nature; therefore, results of operations for the three months ended March 31, 2025 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, 2024.

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. Accordingly, actual results may differ from these estimates and assumptions. The Company's significant estimates relate to sales reserves, excess, close-out and slow-moving inventory, impairment of long-lived assets, impairment of indefinite-lived intangible assets and goodwill, and income taxes.

RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

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.

In November 2024, the FASB issued ASU No. 2024-03 ("ASU 2024-03"), Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses, which is intended to improve disclosures about a public business entity's expenses, primarily through additional disaggregation of income statement expenses. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim periods beginning after December 15, 2027, with early adoption permitted. The amendments in ASU 2024-03 should be applied either prospectively to financial statements issued for reporting periods after the effective date or retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the ASU to determine the impact on the Company's disclosures.

NOTE 2 — REVENUES

DISAGGREGATED REVENUE

As disclosed below in Note 3, 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:

(in thousands)	Three Months Ended March 31, 2025				
	U.S.	LAAP	EMEA	Canada	Total
Product category net sales:					
Apparel, accessories and equipment	$ 393,633	$ 120,292	$ 76,983	$ 37,912	$ 628,820
Footwear	77,548	31,918	30,497	9,669	149,632
Total	$ 471,181	$ 152,210	$ 107,480	$ 47,581	$ 778,452
Channel net sales:					
Wholesale	$ 218,834	$ 78,560	$ 74,006	$ 28,369	$ 399,769
Direct-to-consumer	252,347	73,650	33,474	19,212	378,683
Total	$ 471,181	$ 152,210	$ 107,480	$ 47,581	$ 778,452

(in thousands)	Three Months Ended March 31, 2024				
	U.S.	LAAP	EMEA	Canada	Total
Product category net sales:					
Apparel, accessories and equipment	$ 397,488	$ 107,963	$ 72,390	$ 41,213	$ 619,054
Footwear	76,918	30,683	32,130	11,197	150,928
Total	$ 474,406	$ 138,646	$ 104,520	$ 52,410	$ 769,982
Channel net sales:					
Wholesale	$ 217,134	$ 67,031	$ 75,748	$ 30,984	$ 390,897
Direct-to-consumer	257,272	71,615	28,772	21,426	379,085
Total	$ 474,406	$ 138,646	$ 104,520	$ 52,410	$ 769,982

PERFORMANCE OBLIGATIONS

For the three months ended March 31, 2025 and 2024, *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 are not material.

CONTRACT BALANCES

As of March 31, 2025, December 31, 2024 and March 31, 2024, the Company did not have any contract assets and had an immaterial amount of contract liabilities included in *Accrued liabilities* on the unaudited Condensed Consolidated Balance Sheets.

NOTE 3 — SEGMENT INFORMATION

The Company defines its operating segments on the basis of the way in which internally reported financial information is regularly reviewed by the chief operating decision maker ("CODM") to analyze performance, make decisions, and allocate resources. The Company aggregates its operating segments with similar economic and operating characteristics into four reportable segments: U.S., LAAP, EMEA, and Canada. These reportable segments are organized by geographic location. 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.

The Company's CODM is the Company's president and chief executive officer. The Company's CODM assesses the segments' performance by using each segment's operating income.

The CODM uses each segment's operating income to allocate resources predominantly in the annual budget and forecasting process. The CODM considers plan-to-actual variances on a quarterly basis for the segment operating income profit measure when making decisions about the allocation of operating and capital resources to each segment. The CODM also uses this profit measure to assess the performance of each segment by comparing the results of each segment with one another, and in the overall strategic planning for each segment.

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 segment financial information for the Company's reportable segments:

	Three Months Ended March 31, 2025				
(in thousands)	**U.S.**	**LAAP**	**EMEA**	**Canada**	**Total**
Net sales	$ 471,181	$ 152,210	$ 107,480	$ 47,581	$ 778,452
Cost of sales	239,908	66,278	52,855	23,354	382,395
Segment selling, general and administrative expenses	146,383	53,081	32,138	11,539	243,141
Other segment items[(a)]	18,936	6,521	3,509	3,725	32,691
Segment operating income	65,954	26,330	18,978	8,963	120,225
Reconciliation to income before income tax:					
Unallocated corporate expenses					73,717
Operating income					46,508
Interest income, net					6,817
Other non-operating income, net					1,551
Income before income tax					$ 54,876

(a) For each reportable segment, other segment items include certain corporate expenses and net licensing income allocated to each of the reportable segments, as well as net licensing income directly attributable to each of the reportable segments.

	Three Months Ended March 31, 2024				
(in thousands)	**U.S.**	**LAAP**	**EMEA**	**Canada**	**Total**
Net sales	$ 474,406	$ 138,646	$ 104,520	$ 52,410	$ 769,982
Cost of sales	241,986	59,045	52,794	26,598	380,423
Segment selling, general and administrative expenses	138,917	50,221	28,796	10,363	228,297
Other segment items[(a)]	20,510	7,558	3,784	4,281	36,133
Segment operating income	72,993	21,822	19,146	11,168	125,129
Reconciliation to income before income tax:					
Unallocated corporate expenses					80,448
Operating income					44,681
Interest income, net					9,197
Other non-operating income, net					271
Income before income tax					$ 54,149

(a) For each reportable segment, other segment items include certain corporate expenses and net licensing income allocated to each of the reportable segments, as well as net licensing income directly attributable to each of the reportable segments.

The following table presents segment depreciation and amortization expense information:

(in thousands)	Three Months Ended March 31, 2025	2024
Depreciation and amortization expense:		
U.S.	$ 6,101	$ 5,801
LAAP	1,538	1,389
EMEA	1,054	970
Canada	710	693
Unallocated corporate expense	4,062	6,217
	$ 13,465	$ 15,070

The following table presents segment asset information:

(in thousands)	As of March 31, 2025	December 31, 2024	March 31, 2024
Inventories:			
U.S.	$ 414,998	$ 450,014	$ 401,423
LAAP	87,738	108,818	81,483
EMEA	73,336	79,710	72,834
Canada	47,628	51,973	51,633
Total segment assets	623,700	690,515	607,373
All other assets	2,083,715	2,284,750	2,154,858
Total assets	$ 2,707,415	$ 2,975,265	$ 2,762,231

CONCENTRATIONS

No single customer accounted for 10% or more of *Net sales* for the three months ended March 31, 2025 and 2024.

NOTE 4 — SHARE-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 share-based or cash-based awards to officers, executives, key employees and nonemployee members of the Company's Board of Directors. The Company uses original issuance shares to satisfy share-based payments.

SHARE-BASED COMPENSATION EXPENSE

Share-based compensation expense, which is primarily recorded in *Selling, general and administrative ("SG&A") expenses*, consisted of the following:

(in thousands)	Three Months Ended March 31, 2025	2024
Share-based compensation expense - equity awards	$ 5,224	$ 5,644
Share-based compensation expense - liability awards	283	—
Total	$ 5,507	$ 5,644

STOCK OPTIONS

During the three months ended March 31, 2025, the Company granted a total of 160,263 stock options at a weighted average grant date fair value of $ 19.23 per option. As of March 31, 2025, unrecognized costs related to outstanding stock options, which are net of estimated forfeitures, totaled $9.6 million, before any related tax benefit. These unrecognized costs related to stock options are expected to be recognized over a weighted average period of 2.46 years.

RESTRICTED STOCK UNITS

Time-Based Restricted Stock Units

During the three months ended March 31, 2025, the Company granted 333,091 time-based restricted stock units ("time-based RSUs") at a weighted average grant date fair value of $82.17 per time-based RSU. As of March 31, 2025, unrecognized costs related to outstanding time-based RSUs, which are net of estimated forfeitures, totaled $48.2 million, before any related tax benefit. These unrecognized costs related to time-based RSUs are expected to be recognized over a weighted average period of 3.05 years.

Performance-Based Restricted Stock Units

During the three months ended March 31, 2025, the Company granted 22,860 performance-based restricted stock units (“performance-based RSUs”) at a weighted average grant date fair value of $81.05 per performance-based RSU. As of March 31, 2025, unrecognized costs related to outstanding performance-based RSUs, which are net of estimated forfeitures and reflect achievement of performance forecasted as of the balance sheet date, totaled $1.6 million, before any related tax benefit. These unrecognized costs related to performance-based RSUs are expected to be recognized over a weighted average period of 2.01 years.

Market-Based Restricted Stock Units

During the three months ended March 31, 2025, the Company granted 22,860 market-based restricted stock units (“market-based RSUs”) at a weighted average grant date fair value of $117.40 per market-based RSU. As of March 31, 2025, unrecognized costs related to outstanding market-based RSUs, which are net of estimated forfeitures, totaled $3.4 million, before any related tax benefit. These unrecognized costs related to market-based RSUs are expected to be recognized over a weighted average period of 2.25 years.

Market-Based Long-Term Cash Awards

During the three months ended March 31, 2025, the Company issued a long-term cash award to its Chief Executive Officer with a target value of $ 1.3 million that includes both a market and time-based vesting condition. As of March 31, 2025, the fair value of all outstanding market-based long-term cash awards was $3.3 million and the Company had unrecognized compensation costs of $ 2.6 million. These unrecognized costs are expected to be recognized over a weighted average period of 2.25 years.

NOTE 5 — EARNINGS PER SHARE

Earnings 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, 2025	2024
Weighted average common shares outstanding, used in computing basic earnings per share	55,734	59,823
Effect of dilutive stock options and restricted stock units	249	175
Weighted average common shares outstanding, used in computing diluted earnings per share	55,983	59,998
Earnings per share:		
Basic	$ 0.76	$ 0.71
Diluted	$ 0.75	$ 0.71
Weighted average common shares excluded [1]	1,720	1,996

[1] Common stock related to stock options, time-based restricted stock units, 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 or because the shares were subject to performance conditions that had not been met.

NOTE 6 — INTANGIBLE ASSETS, NET AND GOODWILL

INTANGIBLE ASSETS, NET

Intangible assets, net consisted of the following:

(in thousands)	As of March 31, 2025	December 31, 2024	March 31, 2024
Intangible assets with definite lives:			
Patents and purchased technology	$ 14,198	$ 14,198	$ 14,198
Customer relationships	23,000	23,000	23,000
Gross carrying amount	37,198	37,198	37,198
Accumulated amortization:			
Patents and purchased technology	(14,198)	(14,198)	(14,198)
Customer relationships	(23,000)	(23,000)	(22,725)
Accumulated amortization	(37,198)	(37,198)	(36,923)
Net carrying amount	—	—	275
Intangible assets with indefinite lives	79,221	79,221	79,221
Intangible assets, net	$ 79,221	$ 79,221	$ 79,496

Intangible assets subject to amortization were fully amortized as of March 31, 2025 and December 31, 2024. For the three months ended March 31, 2024, amortization expense for intangible assets subject to amortization was $0.4 million.

GOODWILL

There have been no changes to the Company's goodwill as described in Note 5 in Part II, Item 8 of the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

NOTE 7 — SUPPLY CHAIN FINANCING

The Company offers a voluntary supply chain financing (“SCF”) program facilitated through a third-party service provider. Under the program, participating suppliers may, at their sole discretion, elect to receive payment from a select number of third-party financial institutions for one or more of the Company’s valid payment obligations prior to their scheduled due dates. The Company is not a party to the agreements between the participating financial institutions and the suppliers in connection with the program. The Company’s payment terms, including the timing and amount of payments, are based on the original supplier invoices, irrespective of whether a supplier participates in the program. The Company does not have an economic interest in a supplier’s decision to participate in the program and has not pledged any assets as security or provided any guarantees as part of the program.

The Company’s outstanding payables under the SCF program were $51.4 million, $81.3 million and $0 as of March 31, 2025, December 31, 2024, and March 31, 2024, respectively, and were recorded within *Accounts payable* on the Consolidated Balance Sheets.

NOTE 8 — 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 9 — SHAREHOLDERS' EQUITY

Since the inception of the Company's stock repurchase plan in 2004 through March 31, 2025, the Company's Board of Directors has authorized the repurchase of $2.6 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, 2025, the Company had repurchased 39.3 million shares at an aggregate purchase price of $2,073.9 million and had $526.1 million remaining available under the share repurchase program, excluding excise tax. During the three months ended March 31, 2025 and 2024, the Company repurchased an aggregate of $101.4 million and $50.2 million, respectively, of common stock under this program, excluding excise tax.

NOTE 10 — ACCUMULATED OTHER COMPREHENSIVE LOSS

Accumulated other comprehensive 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 loss*:

(in thousands)	Available-for-sale securities	Derivative transactions	Foreign currency translation adjustments	Total
Balance as of December 31, 2024	$ 84	$ 23,394	$ (86,700)	$ (63,222)
Other comprehensive income (loss) before reclassifications	—	(5,910)	9,813	3,903
Amounts reclassified from accumulated other comprehensive loss [(1)]	(84)	(2,048)	—	(2,132)
Net other comprehensive income (loss) during the period	(84)	(7,958)	9,813	1,771
Balance as of March 31, 2025	$ —	$ 15,436	$ (76,887)	$ (61,451)

[(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 11 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	(145)	11,727	(14,987)	(3,405)
Amounts reclassified from accumulated other comprehensive loss [(1)]	—	(1,950)	—	(1,950)
Net other comprehensive income (loss) during the period	(145)	9,777	(14,987)	(5,355)
Balance as of March 31, 2024	$ —	$ 13,466	$ (64,657)	$ (51,191)

[(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 11 for further information regarding reclassifications.

NOTE 11 — 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 U.S. dollar inventory purchases. Subsidiaries that use U.S. 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 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 hedged 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 U.S.

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, 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:

	As of		
(in thousands)	**March 31, 2025**	**December 31, 2024**	**March 31, 2024**
Derivative instruments designated as cash flow hedges:			
Currency forward contracts	$ 696,672	$ 550,591	$ 597,355
Derivative instruments not designated as hedges:			
Currency forward contracts	$ 308,063	$ 263,103	$ 231,449

As of March 31, 2025, $16.3 million of deferred net gains on both outstanding and matured derivatives recorded in *Accumulated other comprehensive 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 U.S. dollar exchange rates in effect against the euro, renminbi, Canadian dollar, won, and yen as well as the euro exchange rate in effect against the pound sterling.

As of March 31, 2025, 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 $7.7 million as of March 31, 2025. 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.

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

		As of		
(in thousands)	**Balance Sheet Classification**	**March 31, 2025**	**December 31, 2024**	**March 31, 2024**
Derivative instruments designated as cash flow hedges:				
Derivative instruments in asset positions:				
Currency forward contracts	Prepaid expenses and other current assets	$ 14,479	$ 20,890	$ 12,864
Currency forward contracts	Other non-current assets	$ 4,929	$ 9,137	$ 5,423
Derivative instruments in liability positions:				
Currency forward contracts	Accrued liabilities	$ 939	$ 853	$ 1,090
Currency forward contracts	Other long-term liabilities	$ 1,748	$ 13	$ 155
Derivative instruments not designated as cash flow hedges:				
Derivative instruments in asset positions:				
Currency forward contracts	Prepaid expenses and other current assets	$ 2,780	$ 3,739	$ 1,978
Derivative instruments in liability positions:				
Currency forward contracts	Accrued liabilities	$ 438	$ 872	$ 828

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

		Three Months Ended March 31,	
(in thousands)	**Statement Of Operations Classification**	**2025**	**2024**
Currency forward contracts:			
Derivative instruments designated as cash flow hedges:			
Gain (loss) recognized in other comprehensive income (loss), net of tax	—	$ (5,910)	$ 11,727
Loss reclassified from accumulated other comprehensive loss to income for the effective portion	Net sales	$ (441)	$ (282)
Gain reclassified from accumulated other comprehensive loss to income for the effective portion	Cost of sales	$ 3,131	$ 2,971
Gain reclassified from accumulated other comprehensive loss to income as a result of cash flow hedge discontinuance	Other non-operating income, net	$ —	$ 68
Derivative instruments not designated as cash flow hedges:			
Gain (loss) recognized in income	Other non-operating income, net	$ (612)	$ 2,925

NOTE 12 — 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 are as follows:

	As of March 31, 2025			
(in thousands)	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets:				
Cash equivalents:				
Money market funds	$ 364	$ —	$ —	$ 364
U.S. government treasury bills	—	10,158	—	10,158
Time deposits [(1)]	—	39,841	—	39,841
Short-term investments:				
Available-for-sale short-term investments: [(2)]				
U.S. government treasury bills	—	333,007	—	333,007
Other short-term investments:				
Money market funds	247	—	—	247
Mutual fund shares	1,822	—	—	1,822
Prepaid expenses and other current assets:				
Derivative financial instruments	—	17,259	—	17,259
Other non-current assets:				
Money market funds	1,801	—	—	1,801
Mutual fund shares	27,925	—	—	27,925
Derivative financial instruments	—	4,929	—	4,929
Total assets measured at fair value	$ 32,159	$ 405,194	$ —	$ 437,353
Liabilities:				
Accrued liabilities:				
Derivative financial instruments	$ —	$ 1,377	$ —	$ 1,377
Other long-term liabilities:				
Derivative financial instruments	—	1,748	—	1,748
Total liabilities measured at fair value	$ —	$ 3,125	$ —	$ 3,125

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

Assets and liabilities measured at fair value on a recurring basis are as follows:

	As of December 31, 2024			
(in thousands)	**Level 1**	**Level 2**	**Level 3**	**Total**
Assets:				
Cash equivalents:				
Money market funds	$ 160,743	$ —	$ —	$ 160,743
U.S. government treasury bills	—	84,622	—	84,622
Time deposits (1)	—	22,306	—	22,306
Short-term investments:				
Available-for-sale short-term investments: (2)				
U.S. government treasury bills	—	281,499	—	281,499
Other short-term investments:				
Money market funds	384	—	—	384
Mutual fund shares	1,725	—	—	1,725
Prepaid expenses and other current assets:				
Derivative financial instruments	—	24,629	—	24,629
Other non-current assets:				
Money market funds	1,263	—	—	1,263
Mutual fund shares	29,225	—	—	29,225
Derivative financial instruments	—	9,137	—	9,137
Total assets measured at fair value	$ 193,340	$ 422,193	$ —	$ 615,533
Liabilities:				
Accrued liabilities:				
Derivative financial instruments	$ —	$ 1,725	$ —	$ 1,725
Other long-term liabilities:				
Derivative financial instruments	—	13	—	13
Total liabilities measured at fair value	$ —	$ 1,738	$ —	$ 1,738

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

Assets and liabilities measured at fair value on a recurring basis are as follows:

(in thousands)	As of March 31, 2024 Level 1	Level 2	Level 3	Total
Assets:				
Cash equivalents:				
Money market funds	$ 57,144	$ —	$ —	$ 57,144
U.S. Government treasury bills	—	74,828	—	74,828
Time deposits (1)	—	40,699	—	40,699
Short-term investments:				
Available-for-sale short-term investments: (2)				
U.S. Government treasury bills	—	366,982	—	366,982
Other short-term investments:				
Money market funds	343	—	—	343
Mutual fund shares	1,945	—	—	1,945
Prepaid expenses and other current assets:				
Derivative financial instruments	—	14,842	—	14,842
Other non-current assets:				
Money market funds	1,532	—	—	1,532
Mutual fund shares	25,449	—	—	25,449
Derivative financial instruments	—	5,423	—	5,423
Total assets measured at fair value	$ 86,413	$ 502,774	$ —	$ 589,187
Liabilities:				
Accrued liabilities:				
Derivative financial instruments	$ —	$ 1,918	$ —	$ 1,918
Other long-term liabilities:				
Derivative financial instruments	—	155	—	155
Total liabilities measured at fair value	$ —	$ 2,073	$ —	$ 2,073

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

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 provide our products through our four brands: Columbia, SOREL, Mountain Hardwear, and prAna; and two major product categories: apparel, accessories and equipment products and footwear products. 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 110 countries and operate in four geographic segments: U.S., LAAP, EMEA, and Canada.

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.

ACCELERATE Growth Strategy

Last year, we announced the Columbia brand ("Brand") ACCELERATE Growth Strategy. At its core, the ACCELERATE Growth Strategy is intended to elevate the Brand to target a younger and more active consumer. It is a multi-year initiative centered around several consumer-centric shifts to the Brand, product and marketplace strategies, as well as enhanced ways of working. We believe successful execution of the ACCELERATE Growth Strategy can elevate the Brand and drive profitable growth. Through the ACCELERATE Growth Strategy, we will focus on achieving the following objectives:

- steward existing consumer segments while focusing on bringing new younger and active consumers into the Brand;
- elevate consumers' perception of the Brand;
- create product based on a consumer-centric product construct;
- enhance the positioning of the Brand in the U.S. marketplace; and
- deliver integrated full-funnel marketing.

In addition, we are committed to investing in our company-wide strategic priorities with a renewed emphasis 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.

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.

Profit Improvement Program

Concurrent with the ACCELERATE Growth Strategy, we continue to make progress on our multi-year Profit Improvement Program to accelerate profitable growth and improve the efficiency of our operations. The Profit Improvement Program focuses on four areas of cost reduction and realignment, including:

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

In 2024, our Profit Improvement Program delivered approximately $90 million in realized cost savings, net of approximately $3 million of severance costs. In 2025, in response to ongoing SG&A expense and operating profit pressures, we have initiated a review of our cost structure as we pursue additional cost savings, beyond the previously stated $125 to $150 million target. On a cumulative basis, actions executed in 2024 and planned for 2025 are intended to yield annualized cost savings exceeding $150 million. Our review of the Company's cost structure is ongoing, as we seek additional savings and respond to tariff-induced pressures on profitability. These actions are intended to lower the Company's SG&A expenses as a percentage of consolidated net sales and to increase the Company's operating margin, over time.

Business Environment and Trends

Tariffs Uncertainty | We are headquartered in the U.S. and are subject to the laws and regulations governing companies operating in the U.S. In April 2025, the U.S. presidential administration announced an incremental tariff of 10 percent on products imported into the U.S. from most countries, with the potential for these incremental tariffs to move much higher. These incremental tariffs are in addition to the product-based tariffs the Company already pays for its imported goods into the U.S. These actions, and the potential for retaliatory actions by other countries and their consumers, have led to significant volatility and uncertainty in global markets. We originally planned for Vietnam, Bangladesh, Indonesia, and India to represent approximately 44 percent, 22 percent, 11 percent, and 10 percent, respectively, of our finished goods imports into the U.S. in 2025. Additionally, we originally planned for China to represent a low-single-digit percent of our finished goods imports into the U.S. in 2025. These percentages were based on our original plan and will likely change based on our tariff mitigation strategies. While we have very little direct exposure to the new U.S. tariffs on products from China, China remains a strategically important country for us, and we intend to continue investing in product creation capabilities in China and remain committed to manufacturing in China to support our China direct business as well as other international markets.

While the final scope and application of these incremental tariffs remain uncertain at this time, higher tariffs on U.S. imports are already adversely impacting our U.S. product input costs. We expect these incremental tariffs may also impact demand for our products as consumers weigh discretionary spending. While we are currently continuing to import products into the U.S. to meet delivery deadlines and take advantage of the 90-day tariff pause, decisions across the industry could potentially lead to broader supply chain disruptions. We expect our inventories to also be impacted by a reduction in consumer and customer demand and are rationalizing Fall 2025 and Spring 2026 inventory buys, while seeking to preserve our strategic sourcing relationships, in order to reduce the risk of excess inventory.

For Fall 2025, we are focused on maximizing our marketplace opportunity. We are working with our wholesale partners to deliver value to consumers and keep inventory and wholesale partner margins healthy. As a result, at this point in time, we expect to absorb much of the incremental tariff cost related to Fall 2025 in 2025 and early in 2026 as the costs are realized. For 2026, we are contemplating strategies to offset the impact of higher U.S. tariffs on our business. Our team of experts is exploring possibilities to mitigate the impact of increased tariffs including to re-design, re-develop, re-resource and re-price products, among other mitigation tactics. Our tariff mitigation strategy will evolve in response to trade policy changes.

We continue to monitor the changing tariff and trade restrictions and have taken several actions in response to the announced tariffs to reduce costs and capital outflows, including domesticating all on-hand U.S. inventory through our owned Foreign Trade Zone distribution centers prior to the April 2nd announcement, taking actions to restrain discretionary spending and making progress against our Profit Improvement Program.

Retaliatory actions and anti-American consumer sentiment may also adversely impact our ability to compete in other regions of the world.

Heightened Geopolitical Risk | We sell our products in more than 110 countries and our ability to sell, import into and produce in certain markets may be impacted by ongoing geopolitical tensions. We believe these tensions will remain elevated and will continue to manifest themselves in certain regions where we operate.

Evolving North America Strategy | Over the past year, U.S. consumer demand for traditional outdoor apparel and footwear brands softened and remains lackluster. This weakness can be attributed to several factors, including a highly competitive environment as many brands have shifted their strategies and new brands have entered the marketplace to capitalize on the emergence of casual and lifestyle trends. In response to marketplace trends and to drive profitable growth, the Columbia brand created the ACCELERATE Growth Strategy, to retain our historical value-oriented consumers while attracting younger and more active consumers to the Columbia brand. As part of the Columbia brand ACCELERATE Growth Strategy, we are approaching the North America marketplace with an updated omni-channel perspective and evaluating how, when, and where we utilize promotions across all channels, creating new product assortments and enhancing our marketing to attract these younger and more active consumers.

During 2024, we shifted our marketing strategies for the Columbia brand's U.S. direct-to-consumer ("DTC") e-commerce business to become less promotional, in order for Columbia.com to represent the best expression of the Brand. In our DTC brick-and-mortar business, we have opened a small number of branded stores in high-traffic shopping malls in North America. These new branded stores feature elevated product assortments that showcase Columbia's apparel and footwear innovations. These stores join the hundreds of Columbia branded stores that raise the image of the Brand in important international markets. Within our U.S. wholesale business, we are implementing pricing, promotional and segmentation strategies that are also intended to elevate the positioning of the Brand in the marketplace.

While we expand the Columbia brand's North America target consumer, we intend to continue serving our core consumer base that is focused primarily on value. To capture demand associated with value-oriented consumers, we have increasingly relied on our fleet of DTC brick-and-mortar outlet stores.

We remain committed to increasing our investment in demand creation in 2025 to bring our new highly differentiated marketing campaign and enhanced product assortment to life. We are also leveraging modern digital and social-first strategies to be more efficient and effective with our demand creation investments.

In this period of tariff turmoil, we believe we have the opportunity to set ourselves apart.

***International Trends* |** We haven't seen a meaningful change in trends in most of our international businesses, which were quite healthy in the first quarter. Across our LAAP and EMEA markets, our product offerings, marketing activations and marketplace strategies, are working to create a more premium Columbia brand experience. However, it is not possible to predict the extent to which U.S. tariff actions will impact international economic growth and consumer demand for our products globally.

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 U.S. 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 U.S. dollar between comparable reporting periods. We calculate constant-currency net sales by translating net sales in foreign currencies for the current period into U.S. 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 of 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,			
(in thousands, except for percentage of net sales and per share amounts)	2025		2024	
Net sales	$ 778,452	100.0 %	769,982	100.0 %
Cost of sales	382,395	49.1 %	380,423	49.4 %
Gross profit	396,057	50.9 %	389,559	50.6 %
Selling, general and administrative expenses	354,471	45.5 %	349,270	45.4 %
Net licensing income	4,922	0.6 %	4,392	0.6 %
Operating income	46,508	6.0 %	44,681	5.8 %
Interest income, net	6,817	0.9 %	9,197	1.2 %
Other non-operating income, net	1,551	0.2 %	271	— %
Income before income tax	54,876	7.0 %	54,149	7.0 %
Income tax expense	12,628	1.6 %	11,849	1.5 %
Net income	$ 42,248	5.4 %	$ 42,300	5.5 %
Diluted earnings per share	$ 0.75		$ 0.71	

Three Months Ended March 31, 2025 Compared to Three Months Ended March 31, 2024

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

	Three Months Ended March 31,					
(in thousands, except for percentages)	Reported Net Sales 2025	Adjust for Foreign Currency Translation	Constant-currency Net Sales 2025 [1]	Reported Net Sales 2024	Reported Net Sales % Change	Constant-currency Net Sales % Change [1]
Brand net sales:						
Columbia	$ 683,121	$ 12,470	$ 695,591	$ 663,965	3%	5%
SOREL	42,205	515	42,720	45,660	(8)%	(6)%
prAna	28,114	8	28,122	31,298	(10)%	(10)%
Mountain Hardwear	25,012	298	25,310	29,059	(14)%	(13)%
Total	$ 778,452	$ 13,291	$ 791,743	$ 769,982	1%	3%
Product category net sales:						
Apparel, accessories and equipment	$ 628,820	$ 10,312	$ 639,132	$ 619,054	2%	3%
Footwear	149,632	2,979	152,611	150,928	(1)%	1%
Total	$ 778,452	$ 13,291	$ 791,743	$ 769,982	1%	3%
Channel net sales:						
Wholesale	$ 399,769	$ 6,421	$ 406,190	$ 390,897	2%	4%
Direct-to-consumer	378,683	6,870	385,553	379,085	—%	2%
Total	$ 778,452	$ 13,291	$ 791,743	$ 769,982	1%	3%

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

Our global net sales increase was driven by growth within our LAAP and EMEA regions, partially offset by declines in Canada and the U.S., as compared to the same period in 2024. The growth in our LAAP and EMEA net sales was largely driven by the strength of our Columbia brand within our wholesale business across many markets. The strength in our Columbia brand was attributable to the execution of our business strategies, as well as to the benefit of certain trends and/or factors favorably impacting the outdoor apparel and footwear sector. The declines in Canada and the U.S. were primarily driven by retailer cautiousness and increased competition within the outdoor lifestyle category, coupled with a difficult macroeconomic environment as global economic uncertainty weighs on consumer sentiment, particularly in the U.S.

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

	Three Months Ended March 31,			
(in thousands, except for percentages and basis points)	2025	2024	Change	
Gross profit	$ 396,057	$ 389,559	$ 6,498	2 %
Gross margin	50.9 %	50.6 %	30 bps	

Gross margin expanded due to several factors including a favorable increase in channel profitability reflecting lower outbound shipping expenses, higher closeout margins, and favorable Spring 2025 product input costs.

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

	Three Months Ended March 31,		
(in thousands, except for percentages and basis points)	2025	2024	Change	
Selling, general and administrative expenses	$ 354,471	$ 349,270	$ 5,201	1 %
Selling, general and administrative expenses as percent of net sales	45.5 %	45.4 %	10 bps	

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

- higher omni-channel expenses, reflecting higher DTC brick-and-mortar expenses associated with new stores; and
- higher demand creation expenses, reflecting our increased investment in demand creation in line with our ACCELERATE Growth Strategy.

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

	Three Months Ended March 31,			
(in thousands, except for percentages)	2025	2024	Change	
Interest income, net	$ 6,817	$ 9,197	$ (2,380)	(26)%
Interest income, net as a percent of net sales	0.9 %	1.2 %		

Interest income, net, decreased primarily reflecting lower yields on decreased 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:

	Three Months Ended March 31,			
(in thousands, except for percentages)	2025	2024	Change	
Income tax expense	$ 12,628	$ 11,849	$ 779	7 %
Effective income tax rate	23.0 %	21.9 %		

Income tax expense increased to $12.6 million for the three months ended March 31, 2025 from a tax expense of $11.8 million for the comparable period in 2024. Our effective tax rate was 23.0% for the three months ended March 31, 2025 compared to 21.9% for the comparable period in 2024. For the three months ended March 31, 2025, our effective income tax rate increased as compared to the same period in 2024 due to discrete non-deductible compensation tax adjustments included in the current period.

Results of Operations — Segment

Segment operating income includes net sales, cost of sales, segment SG&A expenses, and other segment items for each of our four reportable segments. For each reportable segment, other segment items include certain corporate expenses and net licensing income allocated to each of the reportable segments, as well as net licensing income directly attributable to each of the reportable segments. Refer to Note 16 in Part II, Item 8 of our Annual Report on Form 10-K for further information.

Three Months Ended March 31, 2025 Compared to Three Months Ended March 31, 2024

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

	Three Months Ended March 31,					
(in thousands, except for percentage changes)	Reported Net Sales 2025	Adjust for Foreign Currency Translation	Constant-currency Net Sales 2025 [1]	Reported Net Sales 2024	Reported Net Sales % Change	Constant-currency Net Sales % Change [1]
U.S.	$ 471,181	$ —	$ 471,181	$ 474,406	(1)%	(1)%
LAAP	152,210	5,263	157,473	138,646	10%	14%
EMEA	107,480	4,438	111,918	104,520	3%	7%
Canada	47,581	3,590	51,171	52,410	(9)%	(2)%
	$ 778,452	$ 13,291	$ 791,743	$ 769,982	1%	3%

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

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

	Three Months Ended March 31,		
(in thousands)	2025	2024	Change
U.S.	$ 65,954	$ 72,993	$ (7,039)
LAAP	26,330	21,822	4,508
EMEA	18,978	19,146	(168)
Canada	8,963	11,168	(2,205)
Total segment operating income	120,225	125,129	(4,904)
Unallocated corporate expenses	(73,717)	(80,448)	6,731
Operating income	$ 46,508	$ 44,681	$ 1,827

U.S.

U.S. segment operating income decreased $7.0 million to $66.0 million, or 14.0% of net sales, for the first quarter of 2025 from $73.0 million, or 15.4% of net sales, for the comparable period in 2024. The decrease was driven primarily by decreased net sales and gross profit combined with increased segment SG&A expenses. U.S. net sales decreased $3.2 million, or 1%, for the first quarter of 2025, compared to the same period in 2024, driven primarily by decreased net sales in our U.S. DTC e-commerce business, partially offset by growth in our U.S. DTC brick-and-mortar business. The declines in our e-commerce net sales were attributable to a challenging e-commerce environment for outdoor brands and increased competition within the outdoor lifestyle category, coupled with a difficult macroeconomic environment as global economic uncertainty weighs on consumer sentiment. The growth in our brick-and-mortar business was primarily driven by new stores for the three months ended March 31, 2025. As of March 31, 2025, our U.S. business operated 169 retail stores, compared to 161 stores as of March 31, 2024. Our U.S. wholesale business remained relatively flat, reflecting a modest increase in Spring 2025 shipments as compared to the same period in 2024. U.S. segment SG&A expenses increased as a percentage of net sales to 31.1% for the first quarter of 2025, compared to 29.3% for the same period in 2024.

LAAP

LAAP segment operating income increased $4.5 million to $26.3 million, or 17.3% of net sales, for the first quarter of 2025 from $21.8 million, or 15.7% of net sales, for the comparable period in 2024. The increase was driven primarily by increased net sales and gross profit. LAAP net sales increased $13.6 million, or 10% (14% constant-currency), for the first quarter of 2025, compared to the same period in 2024, primarily driven by increased net sales in our China, LAAP distributor, and Japan businesses, partially offset by declines in our Korea business. The growth in our China business reflected continued strong consumer demand which we believe was attributable to the execution of our marketplace strategies, including premium product offerings and marketing activations. The growth was further aided by positive outdoor category trends as compared to the same period in 2024. The growth in our LAAP distributor business was driven by double-digit growth in our Spring 2025 orders as compared to the same period in 2024. The growth in our Japan business was driven by strong consumer demand for late season winter products across all channels, as compared to the same period in 2024. The declines in our Korea business reflected unfavorable effects from foreign currency fluctuation, which more than offset constant-currency net sales growth resulting from consumer demand for late season winter products. LAAP segment SG&A expenses decreased as a percentage of net sales to 34.9% for the first quarter of 2025, compared to 36.2% for the same period in 2024, primarily driven by increased net sales. In total, LAAP segment SG&A expenses increased 5.7% for the three months ended March 31, 2025 as compared to the same period in 2024.

EMEA

EMEA segment operating income decreased $0.2 million to $19.0 million, or 17.7% of net sales, for the first quarter of 2025 from $19.1 million, or 18.3% of net sales, for the comparable period in 2024. The decrease was driven primarily by increased segment SG&A expenses. EMEA net sales increased $3.0 million, or 3% (7% constant-currency), for the first quarter of 2025, compared to the same period in 2024, primarily driven by our Europe-direct business, partially offset by a decline in our EMEA distributor business. The growth in our Europe-direct business was primarily driven by robust demand within our DTC brick-and-mortar businesses that we believe was attributable to the execution of our marketplace strategies, including marketing activations and elevating the in-store consumer experience. The decline in our EMEA distributor business was driven by a shift of Spring 2025 shipments out of the first quarter of 2025 into the second quarter of 2025, partially offset by growth in our Spring 2025 orders as compared to the same period in 2024. EMEA segment SG&A expenses increased as a percentage of net sales to 29.9% for the first quarter of 2025, compared to 27.6% for the same period in 2024.

Canada

Canada segment operating income decreased $2.2 million to $9.0 million, or 18.8% of net sales, for the first quarter of 2025 from $11.2 million, or 21.3% of net sales, for the comparable period in 2024. The decrease was primarily driven by lower net sales and gross profit combined with increased segment SG&A expenses. Canada net sales decreased $4.8 million, or 9% (2% constant-currency), for the first quarter of 2025, compared to the same period in 2024, driven by decreased net sales in our Canada wholesale and DTC businesses. The declines in our wholesale and DTC businesses resulted from retailer cautiousness. Canada segment SG&A expenses increased as a percentage of net sales to 24.3% for the first quarter of 2025, compared to 19.8% for the same period in 2024.

Unallocated Corporate Expenses

Unallocated corporate expenses decreased by $6.7 million to $73.7 million for the first quarter of 2025 from $80.4 million for the same period in 2024, driven by lower personnel expenses.

LIQUIDITY AND CAPITAL RESOURCES

Our primary sources of liquidity include cash, cash equivalents, short-term investments, and available committed credit lines. Our liquidity is 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. We expect that our cash position will be impacted by incremental tariff costs for U.S. product in the third and fourth quarter of 2025 in a meaningful way. To the extent necessary in the third and fourth quarter of 2025, we have a $500 million committed credit facility on which we can draw until we receive fourth quarter cash receipts.

Cash Flow Activities

Cash flows are summarized in the following table:

	Three Months Ended March 31,		
(in thousands)	2025	2024	Change
Net cash provided by (used in):			
Operating activities	$ (32,038)	$ 106,773	$ (138,811)
Investing activities	(61,431)	37,109	(98,540)
Financing activities	(118,649)	(71,343)	(47,306)
Net effect of exchange rate changes on cash	3,588	(4,396)	7,984
Net increase (decrease) in cash and cash equivalents	$ (208,530)	$ 68,143	$ (276,673)

The change in cash flows used in operating activities was driven by a $142.0 million decrease in cash provided by changes in assets and liabilities, as well as a $3.2 million increase in cash provided by net income and non-cash adjustments. The most significant comparative changes in assets and liabilities included *Inventories*, *Accounts payable* and *Accrued Liabilities.* The $60.1 million decrease in cash provided by *Inventories* reflected cash provided of $131.7 million for the three months ended March 31, 2024 as we liquidated excess inventory levels, as compared to cash provided of $71.6 million for the three months ended March 31, 2025 as we replenished inventory levels to align inventory supply with anticipated seasonal demand. The $40.3 million increase in cash used in *Accounts Payable* was primarily driven by the timing of inventory receipts, including higher in-season inventory, and increased related payments for the three months ended March 31, 2025 as compared to March 31, 2024. The $22.0 million increase in cash used in *Accrued liabilities* primarily reflected a decrease in our sales returns reserve for specific wholesale customers as compared to March 31, 2024.

Net cash used in investing activities was $61.4 million for the three months ended March 31, 2025, compared to $37.1 million of cash provided by investing activities for the three months ended March 31, 2024. The decrease in cash provided by investing was primarily driven by higher purchases of short-term investments in the first quarter of fiscal 2025, as compared to the first quarter of fiscal 2024.

Net cash used in financing activities was $118.6 million for the three months ended March 31, 2025 compared to $71.3 million for the three months ended March 31, 2024. The increase in cash used in financing in the first quarter of fiscal 2025 was primarily driven by higher share repurchases of common stock, as compared to the first quarter of fiscal 2024.

Sources of Liquidity

Cash and cash equivalents and short-term investments

As of March 31, 2025, we had cash and cash equivalents of $323.3 million and short-term investments of $335.1 million, compared to $531.9 million and $283.6 million, respectively, as of December 31, 2024 and $418.5 million and $369.3 million, respectively, as of March 31, 2024.

Committed Credit Facilities

As of March 31, 2025, 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. Refer to Note 6 in Part II, Item 8 of our Annual Report on Form 10-K for further information regarding our domestic credit facility.

Further, as of March 31, 2025, 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$4.8 million). There was no balance outstanding under the facility.

Uncommitted Credit Facilities

As of March 31, 2025, collectively, our international subsidiaries had unsecured, uncommitted lines of credit, credit facilities and overdraft facilities, providing for borrowings up to approximately US$98.9 million. There were no balances 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 and cash equivalents, short-term investments, 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 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, 2025, our inventory balance increased to $623.7 million, compared to $607.4 million as of March 31, 2024, as we replenished inventory levels to align inventory supply with anticipated seasonal demand, as compared to the same period in 2024 which saw inventory levels decrease as we liquidated excess inventory levels. We believe older season inventories represent a manageable portion of our total inventory mix.

We have planned 2025 capital expenditures of approximately $60 to $80 million. This includes investments in our DTC operations, including new stores and supply chain and digital 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.

Other cash commitments

Our inventory purchase obligations were $708.6 million as of March 31, 2025, compared to $473.0 million and $675.0 million as of December 31, 2024 and March 31, 2024, 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, 2024.

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 base our ongoing estimates on historical experience and other assumptions that we believe to be reasonable in the circumstances. The business and economic uncertainty resulting from volatile geopolitical conditions, including expanded tariffs, have made such estimates and assumptions more difficult to calculate. Accordingly, actual results may differ from these estimates and assumptions.

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. Refer to Part II, Item 7 of our Annual Report on Form 10-K for the year ended December 31, 2024 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, 2024.

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, 2024.

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, 2025 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 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, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

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, 2024.

Rapidly Evolving U.S. Global Trade Policy Has Had and May Continue to Have an Adverse Impact on Our Business, Operating Results and Financial Condition.

Our imported products are subject to duties, tariffs or import limitations that affect the cost and quantity of various types of goods imported into the U.S. and other markets. The changes in U.S. global trade policy, and ongoing uncertainty around future tariff rates, have had and may continue to have, an adverse impact on our business, financial condition and operating results and may (and in many cases, have):

- Reduce our ability to achieve planned consumer demand at our stores, (see "We May Not Realize Returns on Our Fixed Cost Investments in Our DTC Business Operations");
- Lead to a decline in discretionary spending by consumers (see "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");
- Result in canceled orders, non-payment for orders received and/or delayed payment for orders received (see "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");
- Impair the financial health of certain of our wholesale customers (see "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");
- Result in a misalignment between demand and supply (see "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");
- Impact global economic conditions and contribute to an economic slowdown, possibly resulting in a U.S. or global recession (see "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" and "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");
- Cause disruptions in the supply chain, including the timeliness of product deliveries and the ability to deliver product (see “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”, “For Certain Materials We Depend on a Limited Number of Suppliers, Which May Cause Increased Costs or Production Delays” and “Our Success Depends on Our Third-Party Logistics Providers and Our Third-Party Distribution Facilities”);

- Impact previous business assumptions (see "Acquisitions Are Subject to Many Risks", "We May Have Additional Tax Liabilities or Experience Increased Volatility in Our Effective Tax Rate" and "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");
- Cause the implementation of cost containment measures and reductions in capital expenditures, including those relating to strategic priorities (see “We May Be Unable to Execute Our Strategic Priorities, Which Could Limit Our Ability to Invest in and Grow Our Business”);
- Restrict global business and travel (see “Global Regulation and Economic and Political Conditions, as well as Potential Changes in Regulations, Legislation and Government Policy, May Negatively Affect Our Business”);
- Cause currency rate fluctuations (see “Fluctuations in Inflation and Currency Exchange Rates Could Result in Lower Revenues, Higher Costs and/or Decreased Margins and Earnings”);
- Result in rising costs across our U.S. operations, as the prices of goods ranging from building materials to automobiles increase in response to new tariffs;
- Result in supply chain finance issues or otherwise impair the health of our contract manufacturers (see “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”);
- Cause any number of other disruptions to our business, the risks of which may be otherwise identified herein.

In addition, the impact of U.S. global trade policy changes may also exacerbate other risks discussed in this Item 1A, any of which could have a material adverse effect on us. New or increased tariffs or other trade restrictions, retaliatory actions, or anti-American sentiment could also exacerbate the risks outlined above and in this Item 1A. Changes in tariffs may also affect our ability to compete globally, including the risk of international markets being impacted by the influx of goods originally planned for U.S. consumption by our competitors, or cause a change to our sourcing strategy, which we may or may not be able to implement based on timing and availability. The current trade environment is dynamic in nature, including uncertainties relating to the duration, magnitude and scope of the U.S. tariffs.

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 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 and cold weather footwear 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 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.

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.

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 or is unable to produce contracted for goods (including as a result of third-party supply chain financing issues), 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. We may also not be able to produce the goods necessary to meet our demand and experience lost sales.

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 Our Third-Party Logistics Providers and Our 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 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 U.S., 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 deleverage 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 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.

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 or Interruption in Services Provided by the 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. The services these systems provide are vulnerable to interruption, in particular during a period of transition of systems, 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. Our existing cloud-based solution providers have broad discretion to change and interpret their terms of service and other policies with respect to our use of their systems, 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. Some transitions 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, or an interruption in services.

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. 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.

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 otherwise harm our business.

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, depend 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 and systems associated with our retail order management process, may not support desired functionality for our operations and may inhibit our ability to operate efficiently and cost effectively. The continued use of these legacy systems also increases the risk of service disruption and can complicate recovery effort when issues arise. Moreover, our continued transition from these legacy systems to new ones is complex and requires significant change management, including extensive coordination and integration with third-parties and their systems. Consequently, these transitions could result in the interruption of our operations.

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 U.S., 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.

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 U.S.-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.

Changes to the U.S. tax laws being proposed by the U.S. presidential administration may impact our U.S. corporate tax rate. Although we cannot predict whether or in what form these proposals will pass, several of the proposals considered, if enacted into law, could have an adverse impact on our effective tax rate, income tax expense and 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, as well as in China, where a large portion of the raw materials used in our products is sourced by 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, 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 U.S., 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 U.S. 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 U.S. dollars for consolidated financial reporting, as weakening of foreign currencies relative to the U.S. dollar adversely affects the U.S. dollar value of the Company’s foreign currency-denominated sales and earnings.

Our exposure is increased with respect to our wholesale customers, 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 U.S. 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 U.S. 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 U.S. 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 U.S. dollars through the financial markets and may be limited in the amount of U.S. dollars they are able to obtain.

We employ several strategies in an effort to mitigate this transactional currency risk, but these strategies may not fully mitigate 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 wildfires, earthquakes, hurricanes and tsunamis, whether occurring in the U.S. 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 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, 2025, three related shareholders, Timothy P. Boyle, Joseph P. Boyle, and Molly E. Boyle, controlled just over 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, 2025, our Board of Directors has authorized the repurchase of $ 2.6 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, 2025, we had repurchased 39.3 million shares at an aggregate purchase price of $2,073.9 million, and had $ 526.1 million remaining available under the share repurchase program, excluding excise tax.

The following is a summary of our common stock repurchases, excluding excise tax, during the quarter ended March 31, 2025:

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, 2025 through January 31, 2025	—	$ —	—	$ 627.6
February 1, 2025 through February 28, 2025	923,879	$ 80.58	923,879	$ 553.1
March 1, 2025 through March 31, 2025	327,905	$ 82.33	327,905	$ 526.1
Total	1,251,784	$ 81.03	1,251,784	$ 526.1

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 quarter of 2025.

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 Agreement (Cumulative Operating Income) for cash awards granted under the Company’s 2020 Stock Incentive Plan on or after March 5, 2024.
10.2+	Form of Performance-Based Restricted Stock Units Award Agreement (Cumulative Operating Income) for performance-based restricted stock units granted under the Company’s 2020 Stock Incentive Plan on or after March 5, 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 8, 2025	By:	/s/ JIM A. SWANSON
			Jim A. Swanson
			Executive Vice President and Chief Financial Officer
			(Duly Authorized Officer and Principal Financial and Accounting Officer)

**LONG-TERM INCENTIVE CASH
AWARD AGREEMENT**

(Cumulative Operating Income)

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 **[AMOUNT]** (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 is 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, no portion of the Award 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 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 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.

(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%

"**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 as itemized and aligned with the Company's Talent and Compensation Committee (collectively, the "**Excluded Effects**"), for the Performance Period: **[EXCLUDED EFFECTS]**

In all cases, the amounts excluded shall be limited to amounts in excess of amounts included in the performance target. Notwithstanding the foregoing, the Talent and 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 to satisfy the Time-Based Vesting Condition and receive the Common Stock in respect of the Earned Award pursuant to Section 1(e).

(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 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 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 (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). 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 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, 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) *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 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 the Company or any subsidiary or to interfere in any way with the right of the Company or any subsidiary by whom the Recipient is employed 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 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 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: ______________________________

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

This Award Agreement (this "**Agreement**") is entered into as of **[AWARD 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 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%

"**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 as itemized and aligned with the Company's Talent and Compensation Committee (collectively, the "**Excluded Effects**"), for the Performance Period: **[EXCLUDED EFFECTS]**

In all cases, the amounts excluded shall be limited to amounts in excess of amounts included in the performance target. Notwithstanding the foregoing, the Talent and 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 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.

(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.

(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.

(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 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*. 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 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

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 8, 2025

/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 8, 2025

/s/ JIM A. SWANSON

Jim A. Swanson
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 32.1

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, 2025 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 8, 2025

/s/ TIMOTHY P. BOYLE
Timothy P. Boyle
Chairman, President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 32.2

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, 2025 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 8, 2025

/s/ JIM A. SWANSON

Jim A. Swanson
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)