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

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**FORM 10-Q**

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(Mark One)

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

For the quarterly period ended April 3, 2026

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: 001-36040

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**Fox Factory Holding Corp.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of incorporation or organization)

**26-1647258**

(I.R.S. Employer Identification No.)

**2055 Sugarloaf Circle, Suite 300, Duluth GA 30097**

(Address of principal executive offices) (Zip Code)

**(831) 274-6500**

(Registrant's telephone number, including area code)

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**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, par value \$0.001 per share	FOXF	The NASDAQ Stock Market LLC (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 (§232.405 of this chapter) 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  Emerging growth company   
Non-accelerated filer  Smaller reporting 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

As of April 30, 2026, there were 41,936,133 shares of the registrant's common stock outstanding.

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**FORM 10-Q**  
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**PART I. FINANCIAL INFORMATION**  
**ITEM 1. FINANCIAL STATEMENTS**

**FOX FACTORY HOLDING CORP.**  
**Condensed Consolidated Balance Sheets**  
**(in thousands, except per share data)**  
**(unaudited)**

	As of April 3, 2026	As of January 2, 2026
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 53,911	\$ 58,008
Accounts receivable (net of allowances of \$2,968 and \$2,881, respectively)	209,051	190,670
Inventory	375,116	388,635
Prepays and other current assets	126,271	108,424
Total current assets	764,349	745,737
Property, plant and equipment, net	220,299	234,635
Lease right-of-use assets	87,046	99,002
Deferred tax assets	86,668	90,397
Goodwill	83,575	83,575
Trademarks and brands, net	235,889	241,820
Customer and distributor relationships, net	131,890	137,648
Core technologies, net	19,089	19,950
Other assets	32,992	18,985
Total assets	\$ 1,661,797	\$ 1,671,749
<b>Liabilities and stockholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 143,370	\$ 141,378
Accrued expenses	85,624	92,095
Current portion of long-term debt	26,875	26,875
Total current liabilities	255,869	260,348
Revolver	176,000	150,000
Term loan, less current portion	485,318	496,663
Other liabilities	86,055	94,733
Total liabilities	1,003,242	1,001,744
Commitments and contingencies (Refer to <a href="#">Note 8 - Commitments and Contingencies</a> )		
Non-controlling interest	(201)	(179)
Stockholders' equity		
Preferred stock, \$0.001 par value — 10,000 authorized and no shares issued or outstanding as of April 3, 2026 and January 2, 2026	—	—
Common stock, \$0.001 par value — 90,000 authorized; 42,826 shares issued and 41,936 outstanding as of April 3, 2026; 42,692 shares issued and 41,802 outstanding as of January 2, 2026	42	42
Additional paid-in capital	355,185	352,239
Treasury stock, at cost; 890 common shares as of April 3, 2026 and January 2, 2026	(13,754)	(13,754)
Accumulated other comprehensive income	1,454	832
Retained earnings	315,829	330,825
Total stockholders' equity	658,756	670,184
Total liabilities and stockholders' equity	\$ 1,661,797	\$ 1,671,749

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**FOX FACTORY HOLDING CORP.**  
**Condensed Consolidated Statements of Operations**  
**(in thousands, except per share data)**  
**(unaudited)**

	For the three months ended	
	April 3, 2026	April 4, 2025
Net sales	\$ 368,657	\$ 355,030
Cost of sales	262,269	245,351
Gross profit	106,388	109,679
Operating expenses:		
Goodwill impairment	—	262,129
General and administrative	38,646	37,331
Sales and marketing	33,302	32,847
Research and development	18,454	17,039
Amortization of purchased intangibles	10,035	10,920
Total operating expenses	100,437	360,266
Income (loss) from operations	5,951	(250,587)
Interest expense	11,938	12,934
Other expense (income), net	9,645	(150)
Loss before income taxes	(15,632)	(263,371)
Benefit from income taxes	(614)	(3,637)
Net loss	\$ (15,018)	\$ (259,734)
Less: net loss attributable to non-controlling interest	(22)	(40)
Net loss attributable to FOX stockholders	\$ (14,996)	\$ (259,694)
Net loss per share:		
Basic	\$ (0.36)	\$ (6.23)
Diluted	\$ (0.36)	\$ (6.23)
Weighted-average shares used to compute earnings per share:		
Basic	41,862	41,711
Diluted	41,862	41,711

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**FOX FACTORY HOLDING CORP.**  
**Condensed Consolidated Statements of Comprehensive (Loss) Income**  
**(in thousands)**  
**(unaudited)**

	For the three months ended	
	April 3, 2026	April 4, 2025
Net loss	\$ (15,018)	\$ (259,734)
Other comprehensive income (loss)		
Interest rate swap		
Change in net unrealized gains	2,618	(3,948)
Reclassification of net gains on interest rate swap to net earnings	(471)	(1,907)
Tax effects	510	(1,396)
Net change, net of tax effects	2,657	(7,251)
Foreign currency translation adjustments	(2,035)	2,882
Other comprehensive income (loss)	622	(4,369)
Comprehensive loss	\$ (14,396)	\$ (264,103)
Less: comprehensive loss attributable to non-controlling interest	(22)	(40)
Comprehensive loss attributable to FOX stockholders	\$ (14,374)	\$ (264,063)

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**FOX FACTORY HOLDING CORP.**  
**Condensed Consolidated Statements of Stockholders' Equity**  
(in thousands)  
(unaudited)

	Common Stock		Treasury		Additional paid-in capital	Accumulated other comprehensive income (loss)	Retained earnings	Total stockholders' equity	Non-controlling interest
	Shares	Amount	Shares	Amount					
<b>Balance - January 3, 2025</b>	42,574	\$ 42	890	\$ (13,754)	\$ 339,266	\$ 224	\$ 875,404	\$ 1,201,182	\$ (38)
Issuance of common stock under equity compensation plans, net of shares repurchased for income tax withholding	28	—	—	—	(580)	—	—	(580)	—
Stock-based compensation expense	—	—	—	—	3,355	—	—	3,355	—
Other comprehensive loss	—	—	—	—	—	(4,369)	—	(4,369)	—
Net loss	—	—	—	—	—	—	(259,694)	(259,694)	(40)
<b>Balance - April 4, 2025</b>	<u>42,602</u>	<u>\$ 42</u>	<u>890</u>	<u>\$ (13,754)</u>	<u>\$ 342,041</u>	<u>\$ (4,145)</u>	<u>\$ 615,710</u>	<u>\$ 939,894</u>	<u>\$ (78)</u>

	Common Stock		Treasury		Additional paid-in capital	Accumulated other comprehensive income (loss)	Retained earnings	Total stockholders' equity	Non-controlling interest
	Shares	Amount	Shares	Amount					
<b>Balance - January 2, 2026</b>	42,692	\$ 42	890	\$ (13,754)	\$ 352,239	\$ 832	\$ 330,825	\$ 670,184	\$ (179)
Issuance of common stock under equity compensation plans, net of shares repurchased for income tax withholding	134	—	—	—	(1,175)	—	—	(1,175)	—
Stock-based compensation expense	—	—	—	—	4,121	—	—	4,121	—
Other comprehensive income	—	—	—	—	—	622	—	622	—
Net loss	—	—	—	—	—	—	(14,996)	(14,996)	(22)
<b>Balance - April 3, 2026</b>	<u>42,826</u>	<u>\$ 42</u>	<u>890</u>	<u>\$ (13,754)</u>	<u>\$ 355,185</u>	<u>\$ 1,454</u>	<u>\$ 315,829</u>	<u>\$ 658,756</u>	<u>\$ (201)</u>

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**FOX FACTORY HOLDING CORP.**  
**Condensed Consolidated Statements of Cash Flows**  
(in thousands)  
(unaudited)

	For the three months ended	
	April 3, 2026	April 4, 2025
<b>OPERATING ACTIVITIES:</b>		
Net loss	\$ (15,018)	\$ (259,734)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:		
Goodwill impairment	—	262,129
Depreciation and amortization	20,868	22,621
Provision for inventory reserve	512	1,727
Stock-based compensation	4,121	3,355
Amortization of acquired inventory step-up	—	164
Amortization of loan fees	602	1,349
Amortization of deferred gains on prior swap settlements	—	(783)
Proceeds from interest rate swap settlements	469	1,127
Loss on divestiture	9,993	—
Deferred taxes	(1,811)	(4,736)
Changes in operating assets and liabilities, net of effects of acquisitions and divestitures:		
Accounts receivable	(23,099)	(11,279)
Inventory	(7,949)	(4,923)
Income taxes	(195)	(1,919)
Prepays and other assets	(103)	25,718
Accounts payable	2,547	(16,903)
Accrued expenses and other liabilities	(6,998)	(17,233)
Net cash (used in) provided by operating activities	(16,061)	680
<b>INVESTING ACTIVITIES:</b>		
Purchases of property and equipment	(5,390)	(7,180)
Divestiture of businesses, net of cash divested	4,964	—
Net cash used in investing activities	(426)	(7,180)
<b>FINANCING ACTIVITIES:</b>		
Proceeds from revolver	67,000	37,000
Payments on revolver	(41,000)	(27,000)
Repayment of term debt	(11,719)	(6,071)
Repurchases from stock compensation program, net	(1,175)	(580)
Net cash provided by financing activities	13,106	3,349
EFFECT OF EXCHANGE RATE CHANGES ON CASH AND CASH EQUIVALENTS	(716)	78
CHANGE IN CASH AND CASH EQUIVALENTS	(4,097)	(3,073)
CASH AND CASH EQUIVALENTS—Beginning of period	58,008	71,674
CASH AND CASH EQUIVALENTS—End of period	\$ 53,911	\$ 68,601

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**FOX FACTORY HOLDING CORP.**  
**Condensed Consolidated Statements of Cash Flows**  
**(in thousands)**  
**(unaudited)**

SUPPLEMENTAL CASH FLOW INFORMATION:	For the three months ended	
	April 3, 2026	April 4, 2025
Cash paid during the period for:		
Income tax payment	\$ 1,526	\$ 3,052
Interest	\$ 11,408	\$ 12,405
Amounts included in the measurement of lease liabilities	\$ 4,742	\$ 5,239
Non-cash operating activities:		
Right-of-use assets obtained in exchange for lease obligations	\$ 3,252	\$ 540
Non-cash investing and financing activities:		
Note receivable from divestiture	\$ 22,375	\$ —
Capital expenditures included in accounts payable	\$ 698	\$ 437

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**FOX FACTORY HOLDING CORP.**  
**Notes to Condensed Consolidated Financial Statements**  
**(in thousands)**  
**(unaudited)**

**1. Description of the Business, Basis of Presentation, and Summary of Significant Accounting Policies - Fox Factory Holding Corp.** (the “Company”) designs, engineers, manufactures, and markets premium products and systems that deliver championship-level performance for customers worldwide. Our premium brand, performance-defining products and systems are used primarily on bicycles (“bikes”), side-by-side vehicles (“side-by-sides”), on-road vehicles with and without off-road capabilities, off-road vehicles and trucks, all-terrain vehicles (“ATVs”), snowmobiles, motorcycles, and specialty vehicles and applications. In addition, we currently offer premium baseball and softball gear and equipment. Certain of our products are specifically designed and marketed to some of the leading cycling and powered vehicle original equipment manufacturers (“OEMs”), while others are distributed to consumers through a global network of dealers and distributors and through direct-to-customer channels.

Throughout this Form 10-Q, unless stated otherwise or as the context otherwise requires, the “Company,” “FOX,” “Fox Factory,” “we,” “us,” “our,” and “ours” refer to Fox Factory Holding Corp. and its operating subsidiaries on a consolidated basis.

**Basis of Presentation** - The accompanying condensed consolidated financial statements are unaudited. These unaudited interim condensed consolidated financial statements have been prepared in accordance with generally accepted accounting principles (“GAAP”) in the United States of America (“U.S.” or “United States”) and applicable rules and regulations of the U.S. Securities and Exchange Commission (“SEC”) regarding interim financial reporting. The year-end condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by GAAP. Certain information and footnote disclosures normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. Accordingly, these interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the fiscal year ended January 2, 2026 included in the Company’s Annual Report on Form 10-K, as filed with the SEC on February 27, 2026. In management’s opinion, the unaudited interim condensed consolidated financial statements reflect all adjustments, which are of a normal and recurring nature, that are necessary for a fair presentation of financial results for the interim periods presented. Operating results for any quarter are not necessarily indicative of the results for the full fiscal year.

**Fiscal Year Calendar** - The Company operates on a 52-53-week fiscal year calendar. For 2026 and 2025, the Company’s fiscal year will end or has ended on January 1, 2027 and January 2, 2026, respectively. The 12-month periods ended January 1, 2027 and January 2, 2026, will include or have included 52 weeks. The three-month periods ended April 3, 2026 and April 4, 2025 each included 13 weeks.

**Principles of Consolidation** - These condensed consolidated financial statements include the Company and its subsidiaries. All intercompany transactions and balances have been eliminated in consolidation.

**Summary of Significant Accounting Policies** - There have been no changes to our significant accounting policies described in our Annual Report on Form 10-K for the fiscal year ended January 2, 2026, as filed with the SEC on February 27, 2026, that had a material impact on our condensed consolidated financial statements and related notes.

**Revenue Recognition** - Revenues are generated from the sale of performance-defining products and systems to customers worldwide. The Company’s performance-defining products and systems are solutions that improve performance of powered vehicles, bikes, and baseball and softball gear and equipment. Powered vehicles include side-by-sides, on-road vehicles with and without off-road capabilities, purpose-built off-road vehicles and trucks, ATVs, snowmobiles, specialty vehicles and applications, motorcycles, and commercial trucks.

Revenue is measured based on the consideration specified in a contract with a customer. The Company recognizes revenue when it satisfies a performance obligation by transferring control of a product to a customer, generally at the time of shipment. Substantially all of the Company’s revenue is recognized at a point in time. Contracts are generally in the form of purchase orders and are governed by standard terms and conditions. For larger OEMs, the Company may also enter into master agreements. Sales tax and other similar taxes are excluded from revenues. Tariff surcharges consisting of amounts billed to customers to recover tariff costs are recorded as revenue when the associated products are recognized as revenue. Revenues generated from upfit packages generally do not include the vehicle chassis, as the Company is not the principal in this arrangement and the automotive dealer purchases the chassis directly from the OEM. The Company is required to place a deposit on Stellantis vehicle chassis; however, that deposit is refunded when the chassis is sold through to our customer. For other chassis, the Company entered into floor plan financing agreements, in which the Company pays interest expense based on the duration of time the chassis stay on the Company’s premises. Revenues generated from custom upfit packages from the

**FOX FACTORY HOLDING CORP.**  
**Notes to Condensed Consolidated Financial Statements**  
**(in thousands)**  
**(unaudited)**

Outside Van and Upfit UTV subsidiaries generally include the vehicle chassis, of which the Company has the risks and rewards of ownership.

We elected as a practical expedient to not capitalize the incremental costs to obtain contracts with customers since the amortization period would have been one year or less.

Provisions for discounts, rebates, sales incentives, returns, and other adjustments are generally provided for in the period the related sales are recorded, based on management's assessment of historical trends and projection of future results.

**Segments** - We have three operating and reportable segments: Powered Vehicles Group ("PVG"), Aftermarket Applications Group ("AAG"), and Specialty Sports Group ("SSG"). The Company considers operating segments to be components of the Company in which separate financial information is available that is evaluated regularly by the Company's chief operating decision maker ("CODM") in deciding how to allocate resources and in assessing performance. The CODM for the Company is the Chief Executive Officer.

**Goodwill, Intangible Assets, and Long-Lived Assets**

*Goodwill*

Goodwill represents the excess of purchase price over the fair value of the net assets of businesses acquired. On an annual basis, the Company performs a qualitative assessment to determine if it is more likely than not that the fair value of the reporting unit is less than its carrying amount, including goodwill. If the Company determines that it is more likely than not that the fair value of the reporting unit is less than its carrying amount, it will perform a quantitative analysis; otherwise, no further evaluation is necessary.

For the quantitative impairment test, the Company compares the fair value of the reporting unit to its carrying value, including goodwill. The Company determines the fair value of the reporting unit based on a weighting of income and market approaches. The income approach employs a discounted cash flow model, projecting revenue and cash flows over a multi-year period. These projections are based on management's estimates, historical performance trends, and industry outlooks. These cash flows, along with a terminal value, are discounted to their present value using a weighted-average cost of capital ("WACC") that reflects a market rate appropriate for each reporting unit. The market approach employs multiples for public companies that reasonably compare to the reporting units. If the fair value of the reporting unit exceeds the carrying value of the net assets assigned to that reporting unit, goodwill is not impaired and no further testing is performed. If the carrying value of the net assets assigned to the reporting unit exceeds the fair value of the reporting unit, then the Company will recognize a loss equal to the excess, limited to the total amount of goodwill allocated to that reporting unit. All impairments, if any, are charged directly to earnings.

*Indefinite-lived intangible assets*

Certain trademarks and trade names, including FOX and others from certain subsidiaries, are considered to be indefinite life intangibles, and are not amortized but are subject to testing for impairment annually.

*Finite-lived intangible assets and other long-lived assets*

We assess the recoverability of identifiable finite-lived intangible assets whenever events or changes in circumstances indicate that an asset or asset group's carrying amount may be impaired. Impairment of certain finite-lived intangible assets, particularly customer relationships, certain trade names, and core technology, is measured by comparing the carrying amount of the asset group to which the assets are assigned to the sum of the undiscounted estimated future cash flows the asset group is expected to generate. If the asset or asset group is considered to be impaired, the amount of such impairment would be measured by the difference between the carrying amount of the asset and its fair value.

The Company reviews property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset is impaired or the estimated useful lives are no longer appropriate. If indicators of impairment exist and the undiscounted projected cash flows associated with such assets are less than the carrying amount of the assets, an impairment loss is recorded to write the assets down to their estimated fair values. Fair value is estimated based on discounted future cash flows.

**FOX FACTORY HOLDING CORP.**  
**Notes to Condensed Consolidated Financial Statements**  
**(in thousands)**  
**(unaudited)**

**Use of Estimates** - The preparation of the Company's condensed consolidated 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 financial statements and the reported amounts of income and expenses during the reporting period. These estimates are based on information available as of the date of the financial statements; therefore, actual results could differ from management's estimates.

**Reclassifications** - We reclassified certain prior period amounts within our condensed consolidated statement of cash flows to conform to our current year presentation. The reclassifications did not have any impact on net income.

**Certain Significant Risks and Uncertainties** - As of April 3, 2026, the Company is subject to those risks common in manufacturing-driven markets, including, but not limited to, competitive forces, dependence on key personnel, customer demand for its products, disruptions in the operations of its or its customers' facilities, or along its global supply chain, the successful protection of its proprietary technologies, compliance with government regulations, and the possibility of not being able to obtain additional financing when needed.

The impact of geopolitical conflicts, including, among others, continuing tensions between Taiwan and China, and the war in Iran continue to create uncertainty in global economic conditions and volatility in energy, raw materials, and supply chains, which may negatively impact the Company's business and operations. Additionally, the imposition of U.S. tariffs on China, Canada, Mexico, Taiwan and other countries, as well as potential changes to or expansions of such tariffs and related retaliatory trade measures, disrupt supply chains, and impact demand for the Company's products. Furthermore, domestic and foreign political instability and uncertainty may create economic volatility, regulatory changes, and trade disruptions that pose additional risks to the Company's business environment.

**Fair Value Measurements and Financial Instruments** - The Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") 820, Fair Value Measurements and Disclosures, that requires the valuation of assets and liabilities required or permitted to be either recorded or disclosed at fair value based on hierarchy of available inputs as follows:

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2: Quoted prices for similar assets and liabilities in active markets, quoted prices for identical assets and liabilities in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability; and

Level 3: Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

The carrying amounts of the Company's financial instruments, including cash, receivables, accounts payable, accrued liabilities, and current portion of long-term debt approximate their fair values due to their short-term nature. The carrying amounts of the Company's revolver and long-term debt, excluding current portion, approximate their fair values because the interest rates vary with the market.

**Recent Accounting Pronouncements**

In November 2024 and January 2025, respectively, the FASB issued ASU 2024-03 and ASU 2025-01, "Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses," which adds new disclosure requirements, including more detailed information about certain income statement expense captions and a separate disclosure for selling expenses. The guidance is effective for annual reporting periods beginning after December 15, 2026 and interim periods within annual reporting periods beginning after December 15, 2027, with retrospective application and early adoption permitted. The Company is currently evaluating the impact of the accounting standard updates on its consolidated financial statements and related disclosures.

In July 2025, the FASB issued ASU 2025-05, "Financial Instrument - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets." The ASU provides a practical expedient for estimating current expected credit losses by allowing entities to assume that conditions existing as of the balance sheet date do not change for the remaining life of the assets. The guidance is effective for interim and annual reporting periods beginning after December 15, 2025. The Company elected the practical expedient starting the first quarter of fiscal 2026 and applied the guidance prospectively. The adoption of this guidance did not have a material impact on its consolidated financial statements and related disclosures.

**FOX FACTORY HOLDING CORP.**  
**Notes to Condensed Consolidated Financial Statements**  
**(in thousands)**  
**(unaudited)**

In September 2025, the FASB issued ASU 2025-06, “Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software.” The amendments in ASU 2025-06 clarify and modernize the capitalization of costs related to internal-use software. The ASU removes all references to project stages throughout Subtopic 350-40 and clarifies the threshold entities apply to begin capitalizing costs. The guidance is effective for interim and annual reporting periods beginning after December 15, 2027. The Company is currently evaluating the impact of the accounting standard updates on its consolidated financial statements and related disclosures.

In November 2025, the FASB issued ASU 2025-09, “Derivatives and Hedging (Topic 815): Hedge Accounting Improvements.” The amendments introduce targeted improvements across several areas, including similar-risk assessments for groups of forecasted transactions, hedging interest payments on choose-your-rate debt instruments, and cash flow hedges of nonfinancial forecasted transactions. The guidance is intended to better align hedge accounting with entities’ risk-management activities and reduce unintuitive hedge dedesignation events. The guidance is effective for annual reporting periods, including interim periods within those periods, beginning after December 15, 2026, with early adoption permitted. The Company is currently evaluating the impact of the ASU and does not expect it to have a material effect on its consolidated financial statements or related disclosures.

In December 2025, the FASB issued ASU 2025-10, “Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities.” The ASU establishes authoritative guidance on the recognition, measurement, and presentation of government grants received by business entities, leveraging principles from IAS 20 and introducing targeted improvements to U.S. GAAP. The ASU also modifies certain existing disclosure requirements in ASC 832 to enhance transparency of government assistance. The guidance is effective for annual periods beginning after December 15, 2028 for public business entities, and one year later for all other entities, with early adoption permitted. The Company is currently evaluating the impact of the ASU on its consolidated financial statements and related disclosures.

In December 2025, the FASB issued ASU 2025-11, “Interim Reporting (Topic 270): Narrow-Scope Improvements.” The amendments clarify that Topic 270 applies to all entities providing interim financial statements under GAAP, consolidate required interim disclosures, introduce a disclosure principle for material post-year-end events, and refine guidance on the form and content of interim financial statements. The amendments do not change the nature or scope of existing interim reporting requirements. The guidance is effective for interim reporting periods within fiscal years beginning after December 15, 2027. The Company is currently evaluating the impact of these updates on its consolidated financial statements and related disclosures.

In December 2025, the FASB issued ASU 2025-12, “Codification Improvements.” The ASU introduces various technical corrections, clarifications, and minor improvements across a wide range of ASC Topics and are not expected to significantly affect current accounting practice or impose significant costs on most entities. General transition guidance is provided in ASC 105-10-65-10, with separate transition provisions for the earnings-per-share amendments in ASC 260. The guidance is effective for annual periods beginning after December 15, 2026, including interim periods within those fiscal years. The Company is currently evaluating the impact of these updates and does not expect them to have a material impact on its consolidated financial statements and related disclosures.

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(in thousands)  
(unaudited)

**2. Revenues**

The following table summarizes total net sales by segment:

	For the three months ended	
	April 3, 2026	April 4, 2025
Powered Vehicles Group	\$ 143,379	\$ 122,098
Aftermarket Applications Group	114,784	111,914
Specialty Sports Group	110,494	121,018
Total net sales	\$ 368,657	\$ 355,030

The following table summarizes total net sales by sales channel:

	For the three months ended	
	April 3, 2026	April 4, 2025
OEM	\$ 169,287	\$ 156,321
Aftermarket/Non-OEM <sup>(1)</sup>	199,370	198,709
Total net sales	\$ 368,657	\$ 355,030

(1) Aftermarket/non-OEM sales include sales to dealers and dealerships, distributors, sales through our websites, retail sales, and various others, including Marucci's sales within each of these respective channels as applicable.

The following table summarizes total net sales generated by geographic location of the customer:

	For the three months ended	
	April 3, 2026	April 4, 2025
North America	\$ 285,460	\$ 272,301
Europe	45,572	48,277
Asia	31,175	27,809
Rest of the world	6,450	6,643
Total net sales	\$ 368,657	\$ 355,030

**3. Inventory**

Inventory consisted of the following:

	April 3, 2026	January 2, 2026
Raw materials	\$ 225,118	\$ 226,341
Work-in-process	15,129	22,440
Finished goods	134,869	139,854
Total inventory	\$ 375,116	\$ 388,635

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#### 4. Prepaids and Other Current Assets

Prepaids and other current assets consisted of the following:

	April 3, 2026	January 2, 2026
Prepaid chassis deposits	\$ 70,645	\$ 67,203
Advanced payments and prepaid contracts	22,785	26,139
Other current assets	32,841	15,082
Total prepaid and other current assets	<u>\$ 126,271</u>	<u>\$ 108,424</u>

#### 5. Property, Plant and Equipment, net

Property, plant and equipment, net consisted of the following:

	April 3, 2026	January 2, 2026
Machinery and manufacturing equipment	\$ 187,305	\$ 193,865
Building and building improvements	83,424	83,550
Leasehold improvements	43,096	44,279
Internal-use computer software	40,310	40,399
Information systems, office equipment and furniture	34,124	32,412
Transportation equipment	24,722	25,609
Land and land improvements	15,594	15,561
Total property, plant and equipment	428,575	435,675
Less: accumulated depreciation and amortization	(208,276)	(201,040)
Total property, plant and equipment, net	<u>\$ 220,299</u>	<u>\$ 234,635</u>

The Company's long-lived assets by geographic location are as follows:

	April 3, 2026	January 2, 2026
United States	\$ 183,828	\$ 196,439
International	36,471	38,196
Total long-lived assets	<u>\$ 220,299</u>	<u>\$ 234,635</u>

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**6. Accrued Expenses**

Accrued expenses consisted of the following:

	April 3, 2026	January 2, 2026
Payroll and related expenses	\$ 25,461	\$ 32,743
Current portion of lease liabilities	13,145	16,221
Warranty	13,881	15,173
Income tax payable	11,587	7,354
Other accrued expenses	21,550	20,604
Total accrued expenses	<u>\$ 85,624</u>	<u>\$ 92,095</u>

The Company generally provides a limited warranty for products for a one-, two-, or three-year period beginning on: (i) in the case of OEM sales, the date the bike or powered vehicle is purchased from an authorized OEM where the product is incorporated as original equipment on the purchased bike or powered vehicle; (ii) in the case of aftermarket/non-OEM sales, the date the product is originally purchased from an authorized dealer; or (iii) in the case of upfitting sales, the date of the retail sale to an end customer. Activity related to warranties is as follows:

	For the three months ended	
	April 3, 2026	April 4, 2025
Beginning warranty liability	\$ 15,173	\$ 21,593
Charge to cost of sales	4,046	1,468
Costs incurred	(5,338)	(3,948)
Ending warranty liability	<u>\$ 13,881</u>	<u>\$ 19,113</u>

*\*All changes to warranty liability were within normal course of business.*

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## 7. Debt

### Credit Agreement

On April 5, 2022, the Company entered into a new credit agreement with Wells Fargo Bank, National Association, and other named lenders (the “Credit Agreement”). The Credit Agreement, which was set to mature on April 5, 2027, provides for revolving loans, swingline loans, and letters of credit up to an aggregate amount of \$650,000.

The Company may borrow, prepay, and re-borrow principal under the Credit Agreement during its term. Advances under the Credit Agreement can be either Adjusted Term Secured Overnight Financing Rate (“SOFR”) loans or base rate loans. SOFR rate revolving loans bear interest on the outstanding principal amount thereof for each interest period at a rate per annum equal to Term SOFR for such calculation plus 0.10% plus a margin ranging from 1.00% to 2.25%. Base rate revolving loans bear interest on the outstanding principal amount thereof at a rate per annum equal to the highest of (i) Federal Funds Rate plus 0.50%, (ii) the rate of interest in effect for such day as publicly announced from time to time by the lender as its “prime rate”, and (iii) Adjusted Term SOFR rate for a one-month tenor plus 1.00%, subject to the interest rate floors set forth therein, plus a margin ranging from 0.00% to 1.00%.

On November 14, 2023, in connection and concurrently with the closing of the Marucci acquisition, the Company entered into the First Incremental Facility Amendment (the “First Amendment”) amending the Credit Agreement. The First Amendment provided the Company with a term loan in an amount of \$400,000 (the “Incremental Term A Loan”) and a delayed draw term loan in an amount of \$200,000 (the “Delayed Draw Term Loan” and, together with the Incremental Term A Loan, the “Incremental Term Loans”), each of which are permitted under the Credit Agreement, subject to satisfaction of certain conditions. The Incremental Term A Loan was fully funded on November 14, 2023 and used to fund a portion of the consideration owed under the Marucci acquisition. The Delayed Draw Term Loan was available to the Company from and including December 6, 2023, until the earlier of (a) May 14, 2024 and (b) the date on which the Delayed Draw Term commitments have been terminated. Each Incremental Term Loan is subject to quarterly amortization payments of principal at a rate of 5.00% per annum. The Incremental Term Loans are in the form of term SOFR loans and base rate loans, at the option of the Company, and have an applicable margin ranging from 0.50% to 1.50% for base rate loans and 1.50% to 2.50% for term SOFR loans, subject to adjustment provisions. Each Incremental Term Loan has a maturity date of April 5, 2027, consistent with the Credit Agreement.

The Company paid \$10,063 in debt issuance costs, of which \$6,709 were allocated to the Term A Loan and \$3,354 were allocated to the Delayed Draw Term Loan. Loan fees allocated to the Term A Loan are amortized using the interest method over the term of the Credit Facility. Loan fees allocated to the Delayed Draw Term Loan were deferred as an asset until the debt was drawn.

On May 13, 2024, the Company borrowed the full amount of \$200,000 of the Delayed Draw Term Loan. The fees were reclassified to a contra-liability account and amortized over the term of the drawn debt using the interest method.

On July 31, 2024 and December 20, 2024, the Company entered into the Third and Fourth Amendments to the Credit Agreement, respectively, to secure an improved covenant profile on its capital structure to provide more flexibility given the uncertain macro environment. The Company paid \$3,490 in loan fees for the Third and Fourth Amendments, of which \$3,433 were allocated among the revolver and the Incremental Term Loans to be amortized over the remaining term of the Credit Agreement.

### Amended Credit Agreement

On October 24, 2025, the Company entered into the Fifth Amendment to the Credit Agreement and Second Amendment to Guaranty and Security Agreement (the “Fifth Amendment”) among the Company, certain subsidiaries of the Company, Wells Fargo Bank, National Association, as administrative agent, swingline lender and letter of credit (“L/C”) issuer, and certain lenders named therein. The Fifth Amendment amends the Credit Agreement, dated as of April 5, 2022, as amended prior to the Fifth Amendment (as amended by the Fifth Amendment, the “Amended Credit Agreement”); and the Guaranty and Security Agreement, dated as of April 5, 2022, as amended prior to the Fifth Amendment, which secures the obligations under the Credit Agreement in favor of the Agent for the benefit of the lenders and other secured parties. Terms not otherwise defined below have the meaning as set forth in the Amended Credit Agreement.

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The Fifth Amendment, among other things, amends the Credit Agreement to replace the existing loans provided under the Credit Agreement with (i) the Term Loan in the aggregate outstanding amount of \$537,500, which will be repaid by the Company in quarterly installments in the amount of \$6,719, (ii) the Revolving Credit Facility in an aggregate amount of up to \$500,000, with sub-facilities for swing line loans in an aggregate amount of up to \$25,000 and letters of credit in an aggregate amount of up to \$25,000, and (iii) an incremental loan facility, subject to additional terms set forth in the Amended Credit Agreement, in an aggregate amount of up to \$175,000 plus an unlimited amount so long as after giving effect to the incurrence of such incremental loans, on a pro forma basis, the Consolidated Net Leverage Ratio is less than 3.25. To the extent not previously paid, all then-outstanding amounts under the Term Loan and the Revolving Credit Facility are due and payable on October 24, 2030.

The Term Loan and advances under the Revolving Credit Facility can be either SOFR loans or base rate loans. SOFR loans bear interest on the outstanding principal amount thereof for each interest period at a rate per annum equal to the term SOFR for such calculation plus a margin ranging from 1.00% to 2.50%. Base rate loans bear interest on the outstanding principal amount thereof at a rate per annum equal to the highest of (i) Federal Funds Rate plus 0.50%, (ii) the rate of interest in effect for such day as publicly announced from time to time by the Agent as its “prime rate,” and (iii) term SOFR rate for a one-month tenor plus 1.00%, subject to the interest rate floors set forth in the Amended Credit Agreement, plus a margin ranging from 0.00% to 1.50%.

In connection with the Fifth Amendment, the Company borrowed \$710,000 under the Amended Credit Agreement consisting of the \$537,500 Term Loan and \$172,500 under the Revolving Credit Facility, which was used to repay all outstanding amounts owed under the Credit Agreement prior to the Fifth Amendment and for general corporate purposes.

Debt issuance costs related to the Term Loan are presented as a direct deduction from the carrying amount of long-term debt on the consolidated balance sheet and are amortized using the effective interest method over the term of the Term Loan. Debt issuance costs related to the Revolving Credit Facility are presented in other non-current assets and are amortized on a straight-line basis over the term of the Revolving Credit Facility.

The Amended Credit Agreement is secured by substantially all of the Company’s assets, restricts the Company’s ability to make certain payments and engage in certain transactions, and requires that the Company satisfy customary financial ratios. The Company was in compliance with the covenants as of April 3, 2026.

At April 3, 2026, the one-month SOFR and three-month SOFR rates were 3.65% and 3.67%, respectively. At April 3, 2026, our weighted-average interest rate on outstanding borrowing was 6.04%.

The following table summarizes the revolver under the Credit Agreement:

	April 3, 2026	January 2, 2026
Amount outstanding	\$ 176,000	\$ 150,000
Standby letters of credit	292	167
Available borrowing capacity	323,708	349,833
Total borrowing capacity	\$ 500,000	\$ 500,000

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As of April 3, 2026, future principal payments for term loan debt, including the current portion, are summarized as follows:

<b>For fiscal year</b>	<b>April 3, 2026</b>
2026	\$ 20,156
2027	26,875
2028	26,875
2029	26,875
2030	418,281
Total	\$ 519,062
Debt issuance cost	(6,869)
Long-term debt, net of issuance cost	\$ 512,193
Less: current portion	(26,875)
Long-term debt less current portion	\$ 485,318

The Company hedges the variability of cash flows in interest payments associated with the first \$500,000 of its variable rate debt through swap agreements. Refer to [Note 9 - Derivatives and Hedging](#) for further details.

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**8. Commitments and Contingencies**

**Indemnification Agreements** - In the ordinary course of business, the Company may provide indemnifications of varying scope and terms to customers, vendors, lessors, business partners, and other parties with respect to certain matters, including, but not limited to, losses arising out of breach of such agreements, services to be provided by the Company or intellectual property infringement claims made by third parties. In addition, the Company entered into indemnification agreements with directors and certain officers and employees that will require the Company, among other things, to indemnify them against certain liabilities that may arise because of their status or service as directors, officers or employees. While the outcome of these matters cannot be predicted with certainty, the Company does not believe that the outcome of any claims under indemnification arrangements will have a material effect on the Company's results of operations, financial position or liquidity.

**Legal Proceedings** - On February 20, 2024, a complaint alleging violations of federal securities laws and seeking certification as a class action was filed against the Company and certain of its current and former officers in the United States District Court for the Northern District of Georgia in Atlanta. On August 16, 2024, the plaintiff filed an amended complaint that purported to seek damages on behalf of a putative class of persons who purchased the Company's common stock between May 6, 2021 and November 2, 2023. The amended complaint asserted claims under Sections 10(b) and 20 of the Securities Exchange Act and alleged that the Company and certain current and former officers made material misstatements and omissions to investors regarding demand for the Company's products and its inventory levels. The amended complaint generally sought money damages, interest, attorneys' fees, and other costs. On October 15, 2024, the defendants filed a motion to dismiss the amended complaint, which plaintiff opposed. On March 13, 2025, the court dismissed the amended complaint but granted plaintiff leave to file a second amended complaint. On April 14, 2025, plaintiff filed a second amended complaint asserting essentially the same claims and relief. On February 10, 2026, the court issued its opinion and order dismissing with prejudice the second amended complaint for failing to state a claim. Judgment was entered on February 12, 2026, and plaintiff did not file an appeal, concluding the case.

On October 9, 2024, and October 29, 2024, two stockholder derivative complaints were filed in the United States District Court for the Northern District of Georgia against certain of the Company's officers and its directors, with the Company named as a nominal defendant. The cases are assigned to the same judge presiding over the securities fraud class action. The complaints are premised on substantially the same factual allegations as the securities fraud class action, but in these complaints, the plaintiff claims that the Company's officers and directors breached their fiduciary duties or otherwise engaged in wrongdoing by allowing the underlying securities fraud to occur. Following the dismissal of the securities fraud litigation in February 2026, plaintiff agreed to voluntarily dismiss these cases without prejudice. On March 30, 2026, the parties filed a joint motion to voluntarily dismiss without prejudice, and on May 1, 2026, the court granted the motion.

**Bailment Pool Arrangements** - The Company has relationships with several OEM partners, including General Motors ("GM"), Ford Motor Company ("Ford"), and Stellantis to obtain truck chassis. For Stellantis chassis, the Company pays a cash deposit upon transfer of the chassis to the Company's premises and records the chassis within prepaids and other current assets on the condensed consolidated balance sheets until the chassis are transferred to the dealer customer's floor plan, at which time the cash deposit is returned to the Company. For GM and Ford, the Company entered into floor plan financing agreements with the OEM. The Company receives an allocation of chassis and pays interest expense on the allocated value of chassis based on the duration of time they are on the Company's premises. Bailment, which is the non-ownership transfer of the chassis from GM and Ford to the Company, ends when the vehicle is sold to an authorized dealer, or upon authorized return of the vehicle to the manufacturer. The Company does not pay a cash deposit to obtain GM and Ford chassis and accordingly it does not recognize an asset or a liability related to these chassis. Interest payments made to manufacturer-affiliated finance companies are classified as operating activities in the condensed consolidated statements of cash flows.

At April 3, 2026 and January 2, 2026, the Company utilized \$15,399 and \$9,566, out of a maximum of \$38,300 and \$38,300 of Ford allocation of chassis, respectively, and \$12,298 and \$11,152, out of a maximum of \$49,500 and \$49,500 of GM allocation of chassis, respectively.

The Company incurred interest expense related to bailment of \$482 and \$677 during the three months ended April 3, 2026 and January 2, 2026, respectively.

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**9. Derivatives and Hedging**

The Company is exposed to certain risks relating to its ongoing business operations. The primary risk managed by using derivative instruments is interest rate risk. The Company utilizes interest rate swaps to limit its exposure to interest rate risk by converting a portion of its floating-rate debt to a fixed-rate basis, thus reducing the impact of interest rate changes on future interest expense. Interest rate swaps involve the receipt of floating-rate amounts in exchange for fixed-rate interest payments based on the SOFR over the lives of the agreements without an exchange of the underlying principal amounts. The Company hedges the variability of cash flows in interest payments associated with the first \$500,000 of its variable rate debt through the interest rate swaps.

As of April 3, 2026 and January 2, 2026, the Company had the following interest rate swap contracts:

Effective Date	Termination Date	Notional Amount	April 3, 2026	January 2, 2026
			Unrealized Gain (Loss) in AOCI	Unrealized Gain (Loss) in AOCI
April 5, 2022	April 5, 2027	\$100,000	\$ 1,177	\$ 1,068
September 20, 2024	December 25, 2026	\$200,000	79	(407)
September 20, 2024	September 21, 2029	\$100,000	695	(86)
December 26, 2025	December 22, 2028	\$100,000	502	(269)
Total			\$ 2,453	\$ 306

On April 5, 2022, the Company entered into a new interest rate swap agreement with a notional amount of \$100,000. On August 26, 2024, the Company entered into new interest rate swap agreements with an aggregate notional amount of \$400,000, one of which matured on December 26, 2025. On December 16, 2025, the Company entered into a new three-year interest rate swap agreement, effective December 26, 2025, with a notional amount of \$100,000.

The interest rate swaps are indexed to a three-month Term SOFR as defined in the agreements. The interest rate swaps met the criteria as cash flow hedges under ASC 815, Derivatives and Hedging (“ASC 815”), and are recorded to prepaids and other current assets, other assets, accrued expenses, or other liabilities on the condensed consolidated balance sheets. Refer to [Note 10 - Fair Value Measurements and Financial Instruments](#) for additional information on determining the fair value. The unrealized gains or losses, after tax, will be recorded in accumulated other comprehensive income, a component of equity, and are expected to be reclassified into interest expense on the condensed consolidated statements of operations when the forecasted transactions affect earnings. As required under ASC 815, the interest rate swap contracts’ effectiveness will be assessed on a quarterly basis using a quantitative regression analysis.

The unrealized gains and losses deferred to accumulated other comprehensive income resulting from the derivative instruments designated as cash flow hedges for the three months ended April 3, 2026 and April 4, 2025 were a net gain of \$2,618 and a net loss of \$3,948, respectively. The reclassifications of unrealized gains from accumulated other comprehensive income into earnings related to the derivative instruments designated as cash flow hedges during the three months ended April 3, 2026 and April 4, 2025 were \$471 and \$1,907, respectively. The aggregate tax effects on activity in accumulated other comprehensive income associated with the derivative instruments designated as cash flow hedges during three months ended April 3, 2026 and April 4, 2025 were a gain of \$510 and a loss of \$1,396, respectively.

Over the next 12 months, the Company estimates that \$1,938 of existing net gain in AOCI related to the interest rate swap contracts will be reclassified as a decrease to interest expense.

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**10. Fair Value Measurements and Financial Instruments**

The following table presents the Company's hierarchy for its assets and liabilities measured at fair value on a recurring basis as of the following periods:

	April 3, 2026				January 2, 2026			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
<b>Assets:</b>								
Deferred compensation plan investments	\$ 4,505	\$ —	\$ —	\$ 4,505	\$ 4,693	\$ —	\$ —	\$ 4,693
Interest rate swaps	—	2,453	—	2,453	—	1,068	—	1,068
Total assets measured at fair value	<u>\$ 4,505</u>	<u>\$ 24,828</u>	<u>\$ —</u>	<u>\$ 29,333</u>	<u>\$ 4,693</u>	<u>\$ 1,068</u>	<u>\$ —</u>	<u>\$ 5,761</u>
<b>Liabilities:</b>								
Term loan	\$ —	\$ 519,062	\$ —	\$ 519,062	\$ —	\$ 530,781	\$ —	\$ 530,781
Revolver	—	176,000	—	176,000	—	150,000	—	150,000
Deferred compensation plan liabilities	4,486	—	—	4,486	4,675	—	—	4,675
Interest rate swaps	—	—	—	—	—	762	—	762
Total liabilities measured at fair value	<u>\$ 4,486</u>	<u>\$ 695,062</u>	<u>\$ —</u>	<u>\$ 699,548</u>	<u>\$ 4,675</u>	<u>\$ 681,543</u>	<u>\$ —</u>	<u>\$ 686,218</u>

There were no transfers of assets or liabilities between Level 1, Level 2, and Level 3 categories of the fair value hierarchy during the three months ended April 3, 2026.

As of April 3, 2026, the carrying amount of the principal under the Company's Amended Credit Agreement - Term Loan and Revolver approximated fair value because they had variable interest rates that reflected market changes in interest rates and changes in the Company's net leverage ratio.

The Company mitigates the cash flow risk associated with changes in interest rates on its variable rate debt through interest rate swap agreements. Refer to [Note 9 - Derivatives and Hedging](#) for additional details of the agreements. In accordance with ASC 815, interest rate swap contracts are recognized as assets or liabilities on the condensed consolidated balance sheets and are measured at fair values. The fair values were estimated based on expected cash flows over the life of the swaps. These expected cash flows were determined using a pricing model that incorporated reasonable assumptions and available market data.

The Company invests in marketable securities to mitigate the risk associated with the investment return on the non-qualified deferred compensation plan provided to executives and non-employee directors. The investments are recorded as cash and cash equivalents at their quoted market price. The corresponding deferred compensation plan liabilities are recorded at fair value based on the quoted market price of the underlying investments and are included in accrued expenses on the condensed consolidated balance sheets.

The Company holds a promissory note receivable in connection with the sale of its Phoenix, Arizona AAG operations, including Shock Therapy, Upfit UTV, and Geiser businesses. The note was issued as part of the transaction consideration and is accounted for at amortized cost in accordance with ASC 310-10, with interest income recognized using the effective interest method. It was initially measured at fair value on a nonrecurring basis. The fair value of the note was determined using the income approach under ASC 820, with the stated interest rate compared to the Federal Reserve prime rate of 6.75% at the date of closing. As the stated rate approximates a market rate of return, the fair value at inception approximated face value. The note is classified as a Level 2 asset with a fair value of \$22,375 at inception. The Company evaluated the note for expected credit losses under ASC 326-20 and determined that no allowance was required as of April 3, 2026. Refer to [Note 15. Divestiture](#) for additional information regarding the divestiture.

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**11. Stockholders' Equity****Share Repurchase Plan**

On November 1, 2023, the Company's Board of Directors authorized a share repurchase plan for up to \$300,000 in shares of the Company's common stock, par value \$0.001 per share. The share repurchase program is scheduled to expire on November 1, 2028. Repurchases of shares of common stock under the stock repurchase plan will be made in accordance with applicable securities laws and may be made under a variety of methods, which may include open market purchases. The stock repurchase program does not obligate the Company to acquire any particular amount of common stock, and it may be suspended or terminated at any time at the Company's discretion.

There were no repurchases of common stock during the three months ended April 3, 2026 and April 4, 2025. As of April 3, 2026, authorized repurchases of \$250,000 remain available to the Company.

**Equity Incentive Plans**

The following table summarizes the allocation of stock-based compensation in the accompanying condensed consolidated statements of operations:

	For the three months ended	
	April 3, 2026	April 4, 2025
Cost of sales	\$ 283	\$ 298
Sales and marketing	382	389
Research and development	433	332
General and administrative	3,023	2,336
Total	<u>\$ 4,121</u>	<u>\$ 3,355</u>

The Company grants both time-based and performance-based stock awards, which also include a time-based vesting feature. Compensation expense for time-based stock awards is measured at the grant date based on the closing market price of the Company's common stock and recognized ratably over the vesting period.

For performance-based stock awards, compensation expense is measured based on estimates of the number of shares ultimately expected to vest at each reporting date based on management's expectations regarding the relevant performance criteria. The recognition of compensation expense associated with performance-based stock awards requires defined criteria for assessing achievement and judgment in assessing the probability of meeting the performance goals.

The following table summarizes the activity for the Company's unvested restricted stock units ("RSUs") for the three months ended April 3, 2026:

	Unvested RSUs	
	Number of shares outstanding	Weighted-average grant date fair value
Unvested at January 2, 2026	746	\$ 33.95
Granted	588	\$ 18.06
Canceled	(17)	\$ 33.29
Vested	(201)	\$ 34.85
Unvested at April 3, 2026	<u>1,116</u>	<u>\$ 25.43</u>

As of April 3, 2026, the Company had approximately \$22,646 of unrecognized stock-based compensation expense related to RSUs, which will be recognized over the remaining weighted-average vesting period of approximately 2.19 years.

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During the three months ended April 3, 2026, the Company issued performance-based restricted stock units (“PSUs”) to certain executives that represent shares potentially issuable in the future. Issuance is based upon the Company’s performance, over a three-year performance period, on certain measures including return on invested capital and free cash flow. The PSUs vest only upon the achievement of the applicable performance goals for the performance period and, depending on the actual achievement on the performance goals, the grantee may earn between 0% and 200% of the target PSUs.

The following table summarizes the activity for the Company’s unvested PSUs for the three months ended April 3, 2026:

	Unvested PSUs	
	Number of shares outstanding	Weighted-average grant date fair value
Unvested at January 2, 2026	464	\$ 35.03
Granted	585	\$ 18.05
Canceled	(4)	\$ 38.49
Vested	—	\$ —
Unvested at April 3, 2026	<u>1,045</u>	<u>\$ 25.52</u>

The fair value of PSUs is calculated based on the stock price on the grant date, assuming the performance goals will be achieved at target. The stock-based compensation expense recognized each period is dependent upon our estimate of the number of shares that will ultimately vest based on the achievement of certain performance conditions. Future stock-based compensation expense for unvested PSUs could reach a maximum of \$32,797, assuming achievement at the maximum level. The unrecognized stock-based compensation expense is expected to be recognized over a weighted average period of 1.71 years.

**FOX FACTORY HOLDING CORP.**  
**Notes to Condensed Consolidated Financial Statements**  
**(in thousands, except per share data)**  
**(unaudited)**

**12. Net Loss Per Share**

Basic earnings per share amounts are computed by dividing earnings (net loss) for the period by the weighted average number of common shares outstanding during the period. Diluted earnings per share amounts are computed by dividing earnings (net loss) for the period by the weighted average number of shares of common stock and potentially dilutive common stock outstanding during the period. Potentially dilutive common shares include shares issuable upon the exercise of outstanding stock options and vesting of RSUs and PSUs, which are reflected in diluted earnings per share by application of the treasury stock method.

When the Company incurs a net loss for a period, all potential common shares are considered anti-dilutive in accordance with ASC 260. Accordingly, diluted net loss per share is the same as basic net loss per share for such periods, and the impact of stock-based awards and other potentially dilutive securities is excluded from the computation of diluted net loss per share.

The Company excluded 309 and 241 shares from the calculation of diluted earnings per share for the three months ended April 3, 2026 and April 4, 2025, respectively, as these shares would have been antidilutive. Due to the net loss reported for the three months ended April 3, 2026 and April 4, 2025, there were no dilutive shares included in the calculation of diluted net loss per share for the period.

The following table presents the calculation of basic and diluted earnings per share:

	For the three months ended	
	April 3, 2026	April 4, 2025
Net loss attributable to FOX stockholders	\$ (14,996)	\$ (259,694)
Weighted average shares used to compute basic earnings per share	41,862	41,711
Dilutive effect of employee stock plans	—	—
Weighted average shares used to compute diluted earnings per share	41,862	41,711
Net loss per share:		
Basic	\$ (0.36)	\$ (6.23)
Diluted	\$ (0.36)	\$ (6.23)

**13. Income Taxes**

	For the three months ended	
	April 3, 2026	April 4, 2025
Benefit from income taxes	\$ (614)	\$ (3,637)
Effective tax rates	3.9 %	1.4 %

For the three months ended April 3, 2026, the difference between the Company's effective tax rate of 3.9% and the 21% federal statutory rate was primarily due to lower pre-tax earnings for the quarter and the tax effects recognized in connection with the sale of our Phoenix, Arizona AAG operations, including Shock Therapy, Upfit UTV, and Geiser businesses.

For the three months ended April 4, 2025, the difference between the Company's effective tax rate of 1.4% and the 21% federal statutory rate was due to the impairment impact of the non-deductible goodwill recognized during the same period.

We do not expect the results from any ongoing income tax audits to have a material impact on our consolidated financial condition, results of operations, or cash flows.

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**Notes to Condensed Consolidated Financial Statements**  
**(in thousands)**  
**(unaudited)**

**14. Segment Information**

We manage our activities based on three operating segments: Powered Vehicles Group, Aftermarket Applications Group, and Specialty Sports Group. All of our segments design, engineer, and manufacture performance-defining products and systems for customers worldwide.

The following is a description of our operating segments.

**Powered Vehicles Group:** This segment operates 2 plants in the United States and 1 plant in Italy. Our premium products sold under the FOX brand are for off-road vehicles and trucks, side-by-sides, on-road vehicles with and without off-road capabilities, ATVs, snowmobiles, specialty vehicles and applications, and commercial trucks, and the Marzocchi brand for motorcycles. These products are sold through both OEM and aftermarket channels.

**Aftermarket Applications Group:** This segment operates 10 plants across the United States. Our range of aftermarket applications products includes premium products under the BDS Suspension, Zone Offroad, JKS Manufacturing, RT Pro UTV, 4x4 Posi-Lok, Ridetech, Tuscany, Outside Van, SCA, RTR, Fun-Haver, and Custom Wheel House brands designed for off-road vehicles and trucks, side-by-sides, on-road vehicles with and without off-road capabilities, specialty vehicles and applications, and commercial trucks.

**Specialty Sports Group:** This segment operates 8 plants and 11 distribution facilities (9 in the United States, 3 in Taiwan, and 1 facility each in Australia, Canada, Germany, Japan, Sweden, Switzerland, and United Kingdom). Our bike product offerings are used on a wide range of performance mountain bikes, e-bikes, and gravel bikes under the FOX, Race Face, Easton Cycling, and Marzocchi brands. These products are sold through both OEM and aftermarket channels. Our products for diamond sports include premium baseball and softball equipment under the Marucci, Victus, Lizard Skins, and Baum Bat brands and are sold through dealers and distributors and through direct-to-customer channels.

Net sales and expenses are measured in accordance with the policies and procedures described in Note 1 – Description of the Business, Basis of Presentation and Summary of Significant Accounting Policies included in our Annual Report on Form 10-K for the fiscal year ended January 2, 2026, as filed with the SEC on February 27, 2026.

We measure the profitability and financial performance of our operating segments based on adjusted EBITDA. Adjusted EBITDA provides a measure of our underlying segment results that is in line with our approach to risk management. We define adjusted EBITDA as net income adjusted for (a) interest expense, (b) income tax or tax benefits, (c) amortization including amortization of purchased intangibles, (d) depreciation, (e) stock-based compensation, (f) litigation and settlement related expenses, (g) organizational restructuring expenses, (h) acquisition and integration-related expenses, (i) strategic transformation costs, (j) goodwill impairment, and (k) loss on divestiture.

Segment asset information is not presented because it is not evaluated by the CODM at the segment level.

The tables that follow show selected segment financial information including information for prior comparative periods. Unallocated corporate expenses are corporate overhead expenses that are not directly attributable to one of our business segments and include unallocated occupancy costs for our corporate headquarters, acquisition costs, other benefit and compensation programs, including performance-based compensation, and administrative expenses such as accounting, finance, legal, human resources, and information technology expenses.

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(in thousands)  
(unaudited)

	For the three months ended	
	April 3, 2026	April 4, 2025
<b>Net sales</b>		
Powered Vehicles Group	\$ 143,379	\$ 122,098
Aftermarket Applications Group	114,784	111,914
Specialty Sports Group	110,494	121,018
Net sales	<u>\$ 368,657</u>	<u>\$ 355,030</u>
<b>Adjusted EBITDA</b>		
Powered Vehicles Group	22,556	14,383
Aftermarket Applications Group	11,402	16,993
Specialty Sports Group	17,454	23,394
	<u>\$ 51,412</u>	<u>\$ 54,770</u>
<i>Reconciliation of segment adjusted EBITDA</i>		
Unallocated corporate expenses	(15,712)	(15,168)
Goodwill impairment	—	(262,129)
Depreciation and amortization <sup>(1)</sup>	(20,616)	(21,739)
Loss on divestiture	(9,994)	—
Non-cash stock-based compensation	(4,120)	(3,355)
Litigation and settlement-related expenses	(194)	(716)
Other acquisition and integration-related expenses <sup>(2)</sup>	(185)	(617)
Organizational restructuring expenses <sup>(3)</sup>	(2,121)	(2,311)
Strategic transformation costs	(2,635)	(20)
Interest and other expense, net	(11,467)	(12,086)
<b>Consolidated loss before income taxes</b>	<u>\$ (15,632)</u>	<u>\$ (263,371)</u>

(1) Depreciation excludes amortization for purchase accounting property, plant and equipment fair value adjustment and accelerated depreciation related to organizational restructuring initiatives.

(2) Represents various acquisition-related costs and expenses incurred to integrate acquired entities into the Company's operations and the impact of the finished goods inventory valuation adjustment recorded in connection with the purchase of acquired assets.

(3) Represents expenses associated with various restructuring initiatives intended to improve operational efficiency, realign resources, and support the Company's long-term strategic objectives, including employee severance, relocation expenses, and consulting and advisory fees.

**FOX FACTORY HOLDING CORP.**  
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**(in thousands)**  
**(unaudited)**

The CODM relies on adjusted EBITDA for assessing performance and allocating resources across segments. On a regular basis, the CODM reviews budget-to-actual variances for adjusted EBITDA to guide capital and personnel distribution. During the annual budgeting and forecasting process, segment adjusted EBITDA is used by the CODM to measure segment performance and to allocate resources such as employees, financial assets, or capital. Additionally, adjusted EBITDA is reviewed by the CODM in evaluating the efficiency of cost management strategies within each segment, ensuring that financial and operational resources are optimized and aligned with the Company's overall strategic objectives. No expense details by segment are regularly provided to the CODM, and accordingly, no significant segment expenses have been disclosed. The CODM reviews consolidated expense information.

The following table presents the Company's other segment items that consist of costs of sales and operating expenses excluding goodwill impairment, intangible and long-lived asset impairment, depreciation and amortization, non-cash stock-based compensation, litigation and settlement-related expenses, other acquisition and integration-related expenses, organizational restructuring-related expenses, and strategic transformation costs, which represent the computable difference between segment net sales and segment adjusted EBITDA.

	For the three months ended	
	April 3, 2026	April 4, 2025
Powered Vehicles Group	\$ 120,823	\$ 107,715
Aftermarket Applications Group	\$ 103,382	\$ 94,921
Specialty Sports Group	\$ 93,040	\$ 97,624

## 15. Divestiture

On February 26, 2026, the Company divested its Phoenix, Arizona AAG operations, including the Shock Therapy, Upfit UTV, and Geiser businesses, as part of ongoing efforts to streamline operations. The Company sold the businesses to S&G Holdings and Investments Company ("S&G") and the former general manager of the businesses who was also the prior owner of Shock Therapy, whose employment with the Company ended upon execution of the transaction. The transaction was conducted on terms comparable to those that would have been obtained in a transaction with an unrelated party.

The consideration consisted of \$5,000 in cash and a promissory note receivable of \$22,375, bearing interest at a rate of 6.75% per annum, with a maturity date of June 30, 2028. The Company recorded a \$9,993 loss associated with the sale that is presented in other expense (income), net on the condensed consolidated statement of operations. The divestiture did not represent a strategic shift with a major effect on the Company's operations and financial results and, therefore, is not reported as a discontinued operation.

As part of the divestiture, the Company obtained a warrant to purchase 10% of the fully diluted common equity of S&G at a nominal exercise price of \$0.01 per share. The warrant is exercisable beginning on the earlier of February 26, 2029 or upon notice of a fundamental transaction involving S&G, and expires on February 26, 2036. The warrant is exercisable through cash exercise only. The initial fair value of the warrant was determined to be zero based on a Level 3 measurement under ASC 820, using unobservable inputs including management's assessment of the enterprise value of S&G, the capital structure and leverage of the entity, the historical financial performance of the underlying businesses, and the impact of the exercise lockout period on time value. The Company elected to account for the warrant under the measurement alternative in ASC 321-10-35-2, measuring it at cost minus impairment, adjusted for observable price changes. As of April 3, 2026, the carrying amount of the warrant was zero. No impairments, downward adjustments, or upward adjustments have been recognized since the warrant was obtained.

In connection with the divestiture, the Company retained an operating lease for a facility previously shared with Shock Therapy and entered into a sublease arrangement with the buyer. The sublease has a remaining term of approximately four years and provides for aggregate sublease income of approximately \$630. The Company's obligations under the head lease are unchanged by the sublease arrangement.

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**Notes to Condensed Consolidated Financial Statements**  
**(in thousands)**  
**(unaudited)**

**16. Subsequent Events**

***Sixth Amendment to Credit Agreement***

On May 6, 2026, the Company entered into the Sixth Amendment to the Credit Agreement and Third Amendment to Guaranty and Security Agreement (the “Sixth Amendment”) among the Company, certain subsidiaries of the Company, Wells Fargo Bank, National Association, as administrative agent, swingline lender and L/C issuer (the “Agent”), and certain lenders named therein. The Sixth Amendment amends the Amended Credit Agreement (as amended by the Sixth Amendment, the “Sixth Amended Credit Agreement”); and the Guaranty and Security Agreement, dated as of April 5, 2022, as amended prior to the Sixth Amendment, which secures the obligations under the Amended Credit Agreement in favor of the Agent for the benefit of the lenders and other secured parties.

The Sixth Amendment, among other things, amends the margins for interest under Amended Credit Agreement, pursuant to which the term loan and advances under the revolving credit facility can be either SOFR loans or base rate loans. Pursuant to the Sixth Amendment, SOFR loans bear interest on the outstanding principal amount thereof for each interest period at a rate per annum equal to the term SOFR for such calculation period plus a margin ranging from 1.00% to 2.75%, based on the levels of Consolidated Net Leverage Ratio. Base rate loans bear interest on the outstanding principal amount thereof at a rate per annum equal to the highest of (i) Federal Funds Rate plus 0.50%, (ii) the rate of interest in effect for such day as publicly announced from time to time by the Agent as its “prime rate,” and (iii) term SOFR rate for a one-month tenor plus 1.00%, subject to the interest rate floors set forth in the Sixth Amended Credit Agreement, plus a margin ranging from 0.00% to 1.75%, based on the levels of Consolidated Net Leverage Ratio.

The Sixth Amendment also amends the definition of Consolidated Net Leverage Ratio and modifies the provisions for the mandatory prepayment of the loans with the net proceeds of asset sales. In addition, the Sixth Amendment tightens certain negative covenants on the Company, including restrictions on indebtedness, investments, and restricted payments during the period beginning on the effective date of the Sixth Amendment and ending on the date a compliance certificate is delivered by the Company for the fiscal quarter ending June 30, 2028, provided that no default or event of default has occurred and is continuing on such date of delivery (the “Covenant Relief Period”).

Under the Sixth Amendment, the Company is required to maintain (i) a Consolidated Net Leverage Ratio not to exceed (a) 5.00 as of the end of each fiscal quarter ending July 3, 2026 through January 1, 2027, (b) 4.75 as of the end of each fiscal quarter ending April 2, 2027 through July 2, 2027, (c) 4.50 as of the end of each fiscal quarter ending October 1, 2027 through December 31, 2027, (d) 4.25 as of the end of the fiscal quarter ending March 31, 2028, and (e) 4.00 as of the end of the fiscal quarters ending June 30, 2028 and thereafter, each of which will be, at the Company’s election, increased by 0.50 (but not to exceed 4.50) for the four fiscal quarters after the consummation of certain permitted acquisitions exceeding \$75,000 (provided that such increase is not permitted during the Covenant Relief Period), and (ii) a Consolidated Interest Coverage Ratio of not less than (a) 2.50 as of the end of each fiscal quarter ending July 3, 2026 through June 30, 2028, and (b) 2.75 as of the end each fiscal quarter ending September 29, 2028 and thereafter.

## 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 our unaudited condensed consolidated financial statements and related notes thereto included elsewhere in this Quarterly Report on Form 10-Q and with our audited consolidated financial statements and related notes included in our Annual Report on Form 10-K for the fiscal year ended January 2, 2026, as filed with the SEC on February 27, 2026, and our other reports and registration statements that we file with the SEC from time to time. In addition to historical condensed consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates, and beliefs. Our actual results could differ materially from those discussed below. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Quarterly Report on Form 10-Q, particularly in the "Risk Factors" section included in Part II, Item 1A.

Unless the context otherwise requires, the terms "FOX," the "Company," "we," "us," and "our" in this Quarterly Report on Form 10-Q refer to Fox Factory Holding Corp. and its operating subsidiaries on a consolidated basis.

### *Cautionary Note Regarding Forward-Looking Statements*

This Quarterly Report on Form 10-Q includes forward-looking statements, which are subject to the "safe harbor" created by Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We may make forward-looking statements in our SEC filings, press releases, news articles, earnings presentations and when we are speaking on behalf of the Company. Forward-looking statements generally relate to future events or our future financial or operating performance that involve substantial risks and uncertainties. In some cases, you can identify forward-looking statements because they contain words such as "may," "might," "will," "would," "should," "expect," "plan," "anticipate," "could," "can," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "likely," "potential", "remain", or "continue" or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans, or intentions. Forward-looking statements contained in this Quarterly Report on Form 10-Q are subject to numerous risks and uncertainties, including but not limited to risks related to:

- changes in general economic conditions, including, among others, market and macro-economic disruptions resulting from escalating tensions between China and Taiwan, the war in Iran, or similar events, due to inflation, higher interest rates, or tariffs, or due to the spread of infectious or contagious disease or public health issues;
- our dependency on a limited number of suppliers for materials, component parts, and product could lead to an increase in material costs, disruptions in our supply chain, or reputational costs;
- our ability to develop new and innovative products in our current end-markets;
- our ability to leverage our technologies and brand to expand into new categories and end-markets;
- our ability to increase our aftermarket penetration;
- our ability to accelerate international growth;
- our exposure to currency exchange rate fluctuations;
- the loss of key customers;
- our ability to accurately forecast demand for our products;
- our ability to improve operating and supply chain efficiencies;
- changes in commodity, freight, and tariff costs (including tariff relief or our ability to mitigate tariffs, particularly in light of the policies of the current presidential administration and retaliatory actions in response thereto);
- our ability to mitigate increasing input costs through pricing or other measures;
- economic conditions that impact consumer spending or consumer credit, including changes in inflation or interest rates;
- our ability to enforce our intellectual property rights;
- our future financial performance, including our net sales, cost of sales, gross profit or gross margins, operating expenses, ability to generate positive cash flow, ability to maintain our profitability, and ability to remain in compliance with financial covenants;
- our ability to maintain our premium brand image and high-performance products;

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- our ability to execute our cost optimization efforts and identify and capitalize on other strategic initiatives, including possible divestitures, sales, or related transactions involving one or more of our businesses or assets and any other actions we take related to our strategic review of our portfolio;
- our decision and ability to market and execute potential strategic transactions, which depend on, among other factors, third-party interest, valuation considerations and regulatory requirements;
- our ability to maintain relationships with the professional athletes and race teams we sponsor;
- our ability to selectively add additional dealers and distributors in certain geographic markets;
- the growth of the markets in which we compete, our expectations regarding consumer preferences, and our ability to respond to changes in consumer preferences and effectively compete against competitors;
- changes in demand for performance-defining products;
- the loss of key personnel, management, and skilled engineers;
- our ability to successfully identify, evaluate and manage potential or completed acquisitions and to benefit from such acquisitions;
- the outcome of pending litigation;
- future disruptions in the operations of our manufacturing facilities;
- our ability to adapt our business model to mitigate the impact of certain changes in tax laws, tariffs, international trade policies, and other regulatory matters;
- our ability to assess and monitor the effects of new technological applications, such as artificial intelligence, on our business and operations;
- changes in the relative proportion of profit earned in the numerous jurisdictions in which we do business and in tax legislation, case law and other authoritative guidance in those jurisdictions;
- product recalls and product liability claims; and
- future economic or market conditions.

You should not rely upon forward-looking statements as predictions of future events. We based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition, results of operations, and prospects and the outcomes of any of the events described in any forward-looking statements are subject to risks, uncertainties, and other factors. In addition to the risks, uncertainties, and other factors discussed above and elsewhere in this Quarterly Report on Form 10-Q, the risks, uncertainties, and other factors expressed or implied in Part I, Item 1A. “Risk Factors” of our Annual Report on Form 10-K for the fiscal year ended January 2, 2026, as filed with the SEC on February 27, 2026, could cause or contribute to actual results differing materially from those set forth in any forward-looking statement. Moreover, we operate in a very competitive and challenging environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. We cannot assure you that the results, events, and circumstances reflected in the forward-looking statements will be achieved or occur and you should not place undue reliance on our forward-looking statements. Actual results, events, or circumstances could differ materially from those contemplated by, set forth in, or underlying any forward-looking statements. For all of these forward-looking statements, we claim the protection of the safe harbor for forward-looking statements in Section 27A of the Securities Act and Section 21E of the Exchange Act.

The forward-looking statements made in this Quarterly Report on Form 10-Q relate only to events as of the date on which the statements are made. We undertake no obligation to update any forward-looking statements made in this Quarterly Report on Form 10-Q to reflect events or circumstances after the date of this Quarterly Report on Form 10-Q or to reflect new information, the occurrence of unanticipated events or otherwise, except as required by law. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, or investments we may make or choose not to make.

### **Critical Accounting Policies and Estimates**

There have been no changes to the critical accounting policies and estimates described in our Annual Report on Form 10-K for the fiscal year ended January 2, 2026, as filed with the SEC on February 27, 2026, that had a material impact on our unaudited condensed consolidated financial statements and related notes.

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### Recent Accounting Pronouncements

See [Note 1 - Description of the Business, Basis of Presentation, and Summary of Significant Accounting Policies](#) to the accompanying notes to unaudited condensed consolidated financial statements included in this Quarterly Report on Form 10-Q for further details regarding this topic.

### Results of Operations

The table below summarizes our results of operations:

(in millions)	For the three months ended	
	April 3, 2026	April 4, 2025
Net sales	\$ 368.7	\$ 355.0
Cost of sales	262.3	245.4
Gross profit	106.4	109.7
Operating expenses:		
Goodwill impairment	—	262.1
General and administrative	38.6	37.3
Sales and marketing	33.3	32.8
Research and development	18.5	17.0
Amortization of purchased intangibles	10.0	10.9
Total operating expenses	100.4	360.3
Income (loss) from operations	6.0	(250.6)
Interest expense	11.9	12.9
Other expense (income), net	9.6	(0.2)
Loss before income taxes	(15.6)	(263.4)
Benefit from income taxes	(0.6)	(3.6)
Net loss	\$ (15.0)	\$ (259.7)
Less: net loss attributable to non-controlling interest	—	—
Net loss attributable to FOX stockholders	\$ (15.0)	\$ (259.7)

*\*Amounts may not foot due to rounding.*

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

	For the three months ended	
	April 3, 2026	April 4, 2025
Net sales	100.0 %	100.0 %
Cost of sales	71.1	69.1
Gross profit	28.9	30.9
Operating expenses:		
Goodwill impairment	—	73.8
General and administrative	10.5	10.5
Sales and marketing	9.0	9.3
Research and development	5.0	4.8
Amortization of purchased intangibles	2.7	3.1
Total operating expenses	27.2	101.5
Income (loss) from operations	1.6	(70.6)
Interest expense	3.2	3.6
Other expense (income), net	2.6	—
Loss before income taxes	(4.2)	(74.2)
Benefit from income taxes	(0.2)	(1.0)
Net loss	(4.1)%	(73.2)%
Less: net loss attributable to non-controlling interest	—	—
Net loss attributable to FOX stockholders	(4.1)%	(73.1)%

\*Percentages may not foot due to rounding.

### *Three months ended April 3, 2026 compared to three months ended April 4, 2025*

#### *Net sales*

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
Net sales	\$ 368.7	\$ 355.0	\$ 13.7	3.9 %

Total net sales for the three months ended April 3, 2026 increased \$13.7 million, or 3.9%, compared to the three months ended April 4, 2025. The increase in net sales is driven by strengthening demand across powersports, automotive aftermarket, and upfitting product lines, as well as stable aftermarket product sales, which more than offset distributors and dealers reducing inventory levels in response to market-wide economic conditions.

#### *Cost of sales*

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
Cost of sales	\$ 262.3	\$ 245.4	\$ 16.9	6.9 %

Cost of sales for the three months ended April 3, 2026 increased \$16.9 million, or 6.9%, compared to the three months ended April 4, 2025. The increase in cost of sales is mainly due to our increased sales and impact of tariffs. Our gross margin decreased 200 basis points to 28.9% for the three months ended April 3, 2026, as compared to the same prior fiscal year period, primarily due to the net impact of tariffs and shifts in our product line mix.

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### *Operating expenses*

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
<b>Operating expenses:</b>				
Goodwill impairment	\$ —	\$ 262.1	\$ (262.1)	(100.0)%
General and administrative	38.6	37.3	1.3	3.5
Sales and marketing	33.3	32.9	0.4	1.2
Research and development	18.5	17.1	1.4	8.2
Amortization of purchased intangibles	10.0	10.9	(0.9)	(8.3)
<b>Total operating expenses</b>	<b>\$ 100.4</b>	<b>\$ 360.3</b>	<b>\$ (259.9)</b>	<b>(72.1)%</b>

Total operating expenses for the three months ended April 3, 2026 were \$100.4 million, compared to \$360.3 million for the three months ended April 4, 2025. During the three months ended April 4, 2025, we recognized an impairment charge of \$262.1 million as a result of a quantitative assessment on goodwill. Research and development expenses increased \$1.4 million, mainly due to investments to support product innovation. General and administrative expenses increased \$1.3 million driven by our strategic transformation initiatives.

### *Income (loss) from operations*

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
<b>Income (loss) from operations</b>	<b>\$ 6.0</b>	<b>\$ (250.6)</b>	<b>\$ 256.6</b>	<b>102.4 %</b>

As a result of the factors discussed above, income from operations for the three months ended April 3, 2026 increased \$256.6 million, or 102.4%, compared to loss from operations for the three months ended April 4, 2025.

### *Interest and other expense, net*

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
Interest expense	\$ 11.9	\$ 12.9	\$ (1.0)	(7.8)%
Other expense (income), net	9.6	(0.2)	9.8	4,900.0
<b>Interest and other expense, net</b>	<b>\$ 21.5</b>	<b>\$ 12.7</b>	<b>\$ 8.8</b>	<b>69.3 %</b>

Interest and other expense, net for the three months ended April 3, 2026 increased by \$8.8 million to \$21.5 million, compared to \$12.7 million for the three months ended April 4, 2025 mainly due to a loss on divestiture of \$10.0 million.

### *Income taxes*

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
<b>Benefit from income taxes</b>	<b>\$ (0.6)</b>	<b>\$ (3.6)</b>	<b>\$ 3.0</b>	<b>83.3 %</b>

The effective tax rates were 3.9% and 1.4% for the three months ended April 3, 2026 and April 4, 2025, respectively.

For the three months ended April 3, 2026, the difference between the Company's effective tax rate of 3.9% and the 21% federal statutory rate was primarily due to lower pre-tax earnings for the quarter and the tax effects recognized in connection with the sale of our Phoenix, Arizona AAG operations, including Shock Therapy, Upfit UTV, and Geiser businesses.

For the three months ended April 4, 2025, the difference between our effective tax rate of 1.4% and the 21% federal statutory rate was due to the impairment impact of the non-deductible goodwill recognized during the same period.

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### *Net loss*

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
Net loss	\$ (15.0)	\$ (259.7)	\$ 244.7	94.2 %

As a result of the factors described above, our net loss decreased \$244.7 million, or 94.2%, to \$15.0 million in the three months ended April 3, 2026 from \$259.7 million for the three months ended April 4, 2025.

### *Segment Review*

We manage our activities based on three operating segments: PVG, AAG, and SSG.

For additional financial information related to our operating segments including the reconciliation of consolidated net (loss) income to adjusted EBITDA, see [Note 14 – Segment Information](#).

The following table summarizes consolidated net sales and adjusted EBITDA by segment:

(in millions)	For the three months ended		Change (\$)	Change (%)
	April 3, 2026	April 4, 2025		
<b>Net sales</b>				
Powered Vehicles Group	\$ 143.4	\$ 122.1	\$ 21.3	17.4 %
Aftermarket Applications Group	114.8	111.9	2.9	2.6
Specialty Sports Group	110.5	121.0	(10.5)	(8.7)
Net sales	<u>\$ 368.7</u>	<u>\$ 355.0</u>	<u>\$ 13.7</u>	<u>3.9 %</u>
<b>Adjusted EBITDA</b>				
Powered Vehicles Group	\$ 22.6	\$ 14.4	\$ 8.2	56.9 %
Aftermarket Applications Group	11.4	17.0	(5.6)	(32.9)
Specialty Sports Group	17.5	23.4	(5.9)	(25.2)

#### ***Powered Vehicles Group***

Powered Vehicles Group net sales increased by \$21.3 million, or 17.4%, mainly due to strengthening demand in powersports and continued momentum in the automotive aftermarket.

Powered Vehicles Group adjusted EBITDA increased by \$8.2 million, or 56.9%, primarily due to higher gross profit driven by shifts in product line mix, partially offset by unfavorable tariff impacts.

#### ***Aftermarket Applications Group***

Aftermarket Applications Group net sales increased by \$2.9 million, or 2.6%, driven by improved performance in our upfitting product lines and stable aftermarket product sales.

Aftermarket Applications Group adjusted EBITDA decreased by \$5.6 million, or 32.9%, mainly due to lower gross profit driven by shifts in product line mix and unfavorable tariff impacts.

#### ***Specialty Sports Group***

Specialty Sports Group net sales decreased by \$10.5 million, or 8.7%, primarily due to distributors and dealers reducing inventory levels in response to market-wide economic conditions.

Specialty Sports Group adjusted EBITDA decreased by \$5.9 million, or 25.2%, primarily due to a decrease in gross profit driven by unfavorable tariff impacts.

## Liquidity and Capital Resources

Our primary cash needs are to support working capital, research and development, interest on debt, employee compensation, capital expenditures, acquisitions, debt repayments, and other general corporate purposes. Historically, we generally financed our liquidity needs with operating cash flows, borrowings under our Credit Agreement, and the issuance of common stock. These sources of liquidity may be impacted by events described in [Cautionary Note Regarding Forward-Looking Statements](#) and [Part II, Item 1A. Risk Factors](#).

As of April 3, 2026, we held \$9.8 million of our \$53.9 million of cash and cash equivalents in accounts of our subsidiaries outside of the U.S., which we may repatriate.

A summary of our operating, investing, and financing activities is shown in the following table:

(in millions)	For the three months ended	
	April 3, 2026	April 4, 2025
Net cash (used in) provided by operating activities	\$ (16.1)	\$ 0.7
Net cash used in investing activities	(0.4)	(7.2)
Net cash provided by financing activities	13.1	3.3
Effect of exchange rate changes on cash and cash equivalents	(0.7)	0.1
Change in cash and cash equivalents	\$ (4.1)	\$ (3.1)

*\*Amounts may not foot due to rounding.*

We expect that cash on hand, cash flows from operations and availability under our Credit Agreement will be sufficient to fund our operations during the next 12 months from the date of this Form 10-Q and beyond.

### Operating activities

In the three months ended April 3, 2026, net cash used in operating activities was \$16.1 million. Our investment in operating assets and liabilities is mainly a result of an increase in accounts receivable of \$23.1 million, an increase in inventory of \$7.9 million, and a decrease in accrued expenses and other liabilities of \$7.0 million, partially offset by a an increase in accounts payable of \$2.5 million, excluding the impact of divestiture. The change in our accounts receivable reflects an increase in our sales and the timing of customer collections. Inventory increased primarily due to planned inventory builds to support anticipated demand. The decrease in accrued expenses and other liabilities is driven by lower payroll accruals mainly due to timing of payroll and a decrease in headcount. The change in accounts payable reflects the timing of vendor payments.

In the three months ended April 4, 2025, net cash provided by operating activities was \$0.7 million. Our investment in operating assets and liabilities is a result of a decrease in accrued expenses and other liabilities of \$17.2 million, a decrease in accounts payable of \$16.9 million, an increase in accounts receivable of \$11.3 million, an increase in inventory of \$4.9 million, and a decrease in income taxes payable of \$1.9 million partially offset by a decrease in prepaids and other assets of \$25.7 million. The change in our accounts payable is driven by timing of inventory purchases and vendor payments. The change in our accounts receivable reflects an increase in our sales and the timing of customer collections. The decrease in accrued expenses and other liabilities is mainly due to a decrease in warranty reserve, a decrease in lease liabilities due to lease terminations, and payments for various accruals. The decrease in income taxes payable is mainly due to our income tax payments. The decrease in prepaids and other assets is primarily due to lower chassis deposits driven by working capital optimization efforts.

### Investing activities

In the three months ended April 3, 2026 and April 4, 2025, net cash used in investing activities was \$0.4 million and \$7.2 million, respectively. Investing activities for the three months ended April 3, 2026 consisted of \$5.4 million of property and equipment additions, partially offset by \$5.0 million proceed from a divestiture. Investing activities for the three months ended April 4, 2025 consisted of \$7.2 million of property and equipment additions.

### ***Financing activities***

In the three months ended April 3, 2026, net cash provided by financing activities was \$13.1 million, and consisted of the proceeds from our Credit Agreement revolver of \$67.0 million that were used to support our working capital, offset by payments of \$41.0 million to reduce the revolver borrowings, \$11.7 million repayments on our term loans, and payments of \$1.2 million to repurchase shares of our common stock to cover withholding taxes from our stock-based compensation program.

In the three months ended April 4, 2025, net cash provided by financing activities was \$3.3 million, and consisted of the proceeds from our Credit Agreement revolver of \$37.0 million that were used to support our working capital, offset by payments of \$27.0 million to reduce the revolver borrowings, \$6.1 million quarterly repayment on our Term A Loan, and payments of \$0.6 million to repurchase shares of our common stock to cover withholding taxes from our stock-based compensation program.

### **Credit Agreement**

On April 5, 2022, the Company entered into a new credit agreement with Wells Fargo Bank, National Association, and other named lenders. The Credit Agreement, which matures on April 5, 2027, provides for revolving loans, swingline loans and letters of credit up to an aggregate amount of \$650.0 million.

The Company may borrow, prepay, and re-borrow principal under the Credit Agreement during its term. Advances under the Credit Agreement can be either Adjusted Term SOFR loans or base rate loans. SOFR rate revolving loans bear interest on the outstanding principal amount thereof for each interest period at a rate per annum equal to Term SOFR for such calculation plus 0.10% plus a margin ranging from 1.00% to 2.25%. Base rate revolving loans bear interest on the outstanding principal amount thereof at a rate per annum equal to the highest of (i) Federal Funds Rate plus 0.50%, (ii) the rate of interest in effect for such day as publicly announced from time to time by the lender as its “prime rate”, and (iii) Adjusted Term SOFR rate for a one-month tenor plus 1.00%, subject to the interest rate floors set forth therein, plus a margin ranging from 0.00% to 1.00%. At April 3, 2026, the one-month SOFR and three-month SOFR rates were 3.65% and 3.67%, respectively. At April 3, 2026, our weighted-average interest rate on outstanding borrowing was 6.04%.

On November 14, 2023, in connection and concurrently with the closing of the Marucci acquisition, the Company entered into the First Incremental Facility Amendment (the “First Amendment”) amending the Credit Agreement. The First Amendment provided the Company with the Incremental Term A Loan in an amount of \$400.0 million and the Delayed Draw Term Loan in an amount of \$200.0 million, each of which are permitted under the Credit Agreement, subject to satisfaction of certain conditions. The Incremental Term A Loan was fully funded on November 14, 2023 and used to fund a portion of the consideration owed under the Marucci acquisition. The Delayed Draw Term Loan was available to the Company for up to six months commencing on December 6, 2023, until the earlier of (a) May 14, 2024 and (b) the date on which the Delayed Draw Term commitments have been terminated. Each Incremental Term Loan is subject to quarterly amortization payments of principal at a rate of 5.00% per annum. The Incremental Term Loans are in the form of term SOFR loans and base rate loans, at the option of the Company, and have an applicable margin ranging from 0.50% to 1.50% for base rate loans and 1.50% to 2.50% for term SOFR loans, subject to adjustment provisions. Each Incremental Term Loan has a maturity date of April 5, 2027, consistent with the Credit Agreement.

The Company paid \$10.1 million in debt issuance costs, of which \$6.7 million were allocated to the Term A Loan and \$3.4 million were allocated to the Delayed Draw Term Loan. Loan fees allocated to the Term A Loan are amortized using the interest method over the term of the Credit Facility. Loan fees allocated to the Delayed Draw Term Loan were deferred as an asset until the debt is drawn.

On May 13, 2024, the Company borrowed the full amount of \$200.0 million of the Delayed Draw Term Loan. The fees were reclassified to a contra-liability account and amortized over the term of the drawn debt using the interest method.

On July 31, 2024 and December 20, 2024, the Company entered into the Third and Fourth Amendment to the Credit Facility, respectively to secure an improved covenant profile on its capital structure to provide more flexibility given the uncertain macro environment.

### **Amended Credit Agreement**

On October 24, 2025, the Company entered into the Fifth Amendment among the Company, certain subsidiaries of the Company, Wells Fargo Bank, National Association, as administrative agent, swingline lender and L/C issuer, and certain lenders named therein. The Fifth Amendment amends the Credit Agreement, dated as of April 5, 2022, and the Guaranty and Security Agreement, dated as of April 5, 2022, as amended prior to the Fifth Amendment, which secures the obligations under the Credit Agreement in favor of the Agent for the benefit of the lenders and other secured parties. Terms not otherwise defined below will have the meaning as set forth in the Amended Credit Agreement.

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The Fifth Amendment, among other things, amends the Credit Agreement to replace the existing loans provided under the Credit Agreement with (i) the Term Loan in the aggregate outstanding amount of \$537.5 million, which will be repaid by the Company in quarterly installments in the amount of \$6.7 million, (ii) the Revolving Credit Facility in an aggregate amount of up to \$500.0 million, with sub-facilities for swing line loans in an aggregate amount of up to \$25.0 million and letters of credit in an aggregate amount of up to \$25.0 million, and (iii) an incremental loan facility, subject to additional terms set forth in the Amended Credit Agreement, in an aggregate amount of up to \$175.0 million plus an unlimited amount so long as after giving effect to the incurrence of such incremental loans, on a pro forma basis, the Consolidated Net Leverage Ratio is less than 3.25. To the extent not previously paid, all then-outstanding amounts under the Term Loan and the Revolving Credit Facility are due and payable on October 24, 2030.

The Term Loan and advances under the Revolving Credit Facility can be either SOFR loans or base rate loans. SOFR loans bear interest on the outstanding principal amount thereof for each interest period at a rate per annum equal to the term SOFR for such calculation plus a margin ranging from 1.00% to 2.50%. Base rate loans bear interest on the outstanding principal amount thereof at a rate per annum equal to the highest of (i) Federal Funds Rate plus 0.50%, (ii) the rate of interest in effect for such day as publicly announced from time to time by the Agent as its “prime rate,” and (iii) term SOFR rate for a one-month tenor plus 1.00%, subject to the interest rate floors set forth in the Amended Credit Agreement, plus a margin ranging from 0.00% to 1.50%.

In connection with the Fifth Amendment, the Company borrowed \$710.0 million under the Amended Credit Agreement consisting of the \$537.5 million Term Loan and \$172.5 million under the Revolving Credit Facility, which was used to repay all outstanding amounts owed under the Credit Agreement prior to the Fifth Amendment and for general corporate purposes.

Debt issuance costs related to the Term Loan are presented as a direct deduction from the carrying amount of long-term debt on the consolidated balance sheet and are amortized using the effective interest method over the term of the Term Loan. Debt issuance costs related to the Revolving Credit Facility are presented in other non-current assets and are amortized on a straight-line basis over the term of the Revolving Credit Facility.

The Amended Credit Agreement is secured by substantially all of the Company’s assets, restricts the Company’s ability to make certain payments and engage in certain transactions, and requires that the Company satisfy customary financial ratios. The Company was in compliance with the covenants as of April 3, 2026.

At April 3, 2026, the one-month SOFR and three-month SOFR rates were 3.65% and 3.67%, respectively. At April 3, 2026, our weighted-average interest rate on outstanding borrowing was 6.04%.

## **Recent Developments**

**Global Trade Actions and Tariffs** - New and expanded tariffs announced under the Trump administration and triggered retaliatory actions by certain affected countries, and other foreign governments have introduced additional costs and uncertainty into our supply chain, which may impact our cost structure and working capital needs. In February 2026, the U.S. Supreme Court ruled that certain tariffs imposed under the Trump administration were unlawful, and U.S. Customs and Border Protection has subsequently implemented a process through which eligible importers may apply for refunds of tariffs previously paid. While we are evaluating our eligibility and the potential recoverability and timing of any such refunds, the process is subject to administrative requirements and uncertainty, and any refunds are not assured. We continue to assess the potential effects of these developments on our supply chain and sourcing strategies as well as our future operating results, cash flows, and working capital. Although we may experience volatility in cash flows as trade policies and refund mechanisms evolve, we believe our existing liquidity and access to the Amended Credit Agreement provide sufficient flexibility to manage these developments.

## **Material Cash Requirements**

There have been no material changes to the information in our material cash requirements related to commitments or contractual obligations from those reported in our Annual Report on Form 10-K for the fiscal year ended January 2, 2026, as filed with the SEC on February 27, 2026.

## **Inflation**

Significant increases in inflation, particularly those related to wages and increases in the cost of raw materials, have and could continue to have an adverse impact on our business, financial condition, and results of operations.

## **Interest Rates**

Interest rate volatility can impact our borrowing costs and overall financial condition. Significant increases could lead to higher interest expense on our variable-rate debt. To mitigate this risk and enhance predictability, we utilize interest rate swaps to manage our exposure to interest rate fluctuations.

### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

There have been no material changes to the disclosures discussed in the section “Quantitative and Qualitative Disclosures About Market Risk” in Part II, Item 7A of our Annual Report on Form 10-K for the fiscal year ended January 2, 2026, as filed with the SEC on February 27, 2026.

### **ITEM 4. CONTROLS AND PROCEDURES**

#### **Evaluation of Disclosure Controls and Procedures**

We maintain “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the Company’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Our management, under the direction and with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of April 3, 2026. Based on the evaluation of our disclosure controls and procedures as of April 3, 2026, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

#### **Changes in Internal Control over Financial Reporting**

There was no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act that occurred during the period covered by this Quarterly Report on Form 10-Q that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

#### **Inherent Limitations on Effectiveness of Controls**

Our management, including our Chief Executive Officer and Chief Financial Officer, believes that our disclosure controls and procedures and internal controls over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, our management does not expect that our disclosure controls and procedures or our internal controls over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been or will be detected. These inherent limitations include, but are not limited to, the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error, oversight, or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and may not be detected.

## PART II. OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

On February 20, 2024, a complaint alleging violations of federal securities laws and seeking certification as a class action was filed against the Company and certain of its current and former officers in the United States District Court for the Northern District of Georgia in Atlanta. On August 16, 2024, the plaintiff filed an amended complaint that purported to seek damages on behalf of a putative class of persons who purchased the Company's common stock between May 6, 2021 and November 2, 2023. The amended complaint asserted claims under Sections 10(b) and 20 of the Securities Exchange Act and alleged that the Company and certain current and former officers made material misstatements and omissions to investors regarding demand for the Company's products and its inventory levels. The amended complaint generally sought money damages, interest, attorneys' fees, and other costs. On October 15, 2024, the defendants filed a motion to dismiss the amended complaint, which plaintiff opposed. On March 13, 2025, the court dismissed the amended complaint but granted plaintiff leave to file a second amended complaint. On April 14, 2025, plaintiff filed a second amended complaint asserting essentially the same claims and relief. The defendants moved to dismiss the second amended complaint on May 30, 2025, which plaintiff opposed on July 14, 2025, following which the defendants filed their reply on August 11, 2025. On February 10, 2026, the court issued its opinion and order dismissing with prejudice the second amended complaint for failing to state a claim. Judgment was entered on February 12, 2026, and plaintiff did not file an appeal, concluding the case.

On October 9, 2024, and October 29, 2024, two stockholder derivative complaints were filed in the United States District Court for the Northern District of Georgia against certain of the Company's officers and its directors, with the Company named as a nominal defendant. The cases are assigned to the same judge presiding over the securities fraud class action. The complaints are premised on substantially the same factual allegations as the securities fraud class action, but in these complaints, the plaintiff claims that the Company's officers and directors breached their fiduciary duties or otherwise engaged in wrongdoing by allowing the underlying securities fraud to occur. The court stayed these cases pending the decision on the motions to dismiss the securities fraud litigation. Following the dismissal of the securities fraud litigation in February 2026, plaintiff agreed to voluntarily dismiss these cases without prejudice. On March 30, 2026, the parties filed a joint motion to voluntarily dismiss without prejudice, and on May 1, 2026, the court granted the motion.

### ITEM 1A. RISK FACTORS

***Our efforts to increase profitability and optimize costs—including, among other possible initiatives, current or future strategic transactions involving one or more of our businesses—may not be successful or could be significantly delayed, which may materially impact our operating results, financial condition, liquidity, and margins.***

Due to challenges in the OEM market and broader market conditions impacting discretionary consumer spending, we implemented (and are continuing to implement) certain immediate and longer-term actions to strengthen our business, including aggressive cost management and strategic operational improvements. In February 2026, we established the Transformation Committee, an advisory committee of the Board of Directors, to assist with efforts with respect to profitability, cost-cutting and margin improvement. We also developed a plan to adjust our business structure to operate efficiently in a number of demand environments intended to protect margins and drive free cash flow to reduce leverage and strengthen our balance sheet. However, our strategy to increase profitability and optimize costs relies on a number of factors, some of which are outside of our control, and may distract management, slow improvements to our products and services, and hinder production capability in certain situations. If the Company enters into any strategic transactions involving one or more of our businesses in connection with these efforts, we may not achieve the expected benefits. We cannot provide any assurance that our strategic initiatives will be successful, and we may not achieve measures to increase profitability or optimize costs on our anticipated timeline, or at all. Failure to achieve our cost optimization targets or increase our profitability could have a material adverse effect on our results of operations, liquidity and financial condition.

***Our optimization initiatives and strategic review of our portfolio of businesses could disrupt the Company's ongoing business, present risks not currently contemplated, and materially adversely affect our business, reputation, results of operations and financial condition.***

As part of our efforts to streamline our business and sharpen our focus on core operations, we are reviewing aspects of our business and considering potential transactions involving one or more of our businesses. We have taken and may continue to take certain strategic actions in connection with this process that may result in divestitures, sales, dispositions or related transactions involving one or more of our businesses or assets. These initiatives are subject to uncertainty, and no such actions may ultimately be pursued.

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Our ability to identify and capitalize on opportunities or strategic transactions that would produce favorable results depend on a range of factors, which include, among others, market conditions, our ability to successfully market and execute potential transactions, third-party interest, valuation considerations and regulatory requirements. In addition, our optimization initiatives may be complex, require management attention, and result in costs or disruptions to our business even if no transactions are completed. If we are unsuccessful in implementing, or choose not to take, actions or other initiatives related to our ongoing strategic review, our business, reputation, results of operations and financial condition could be materially and adversely impacted.

Except as noted in this Item 1A, there have been no material changes to the risk factors described in our Form 10-K for the 2025 fiscal year ended January 2, 2026.

## ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

### Issuer Purchases of Equity Securities

The following table contains the details related to the repurchase of common stock based on the date of trade during the quarter ended April 3, 2026:

Period	Total Number of Shares Purchased <sup>(1)</sup>	Weighted-average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(2)</sup>	Approximate Dollar Value of Shares that May Yet be Purchased under the Plans or Programs <sup>(2)</sup>
1/3-2/6	—	\$ —	—	\$ 250,000,000
2/7-3/6	66,067	\$ 17.65	—	\$ 250,000,000
3/7-4/3	—	\$ —	—	\$ 250,000,000
Total	66,067	\$ 17.65	—	\$ 250,000,000

(1) Shares acquired from holders of restricted stock unit awards to satisfy tax-withholding obligations.

(2) On November 1, 2023, the Company's Board of Directors authorized a share repurchase plan for up to \$300 million in shares of the Company's common stock, par value \$0.001 per share. Refer to [Note 11. Stockholders' Equity](#) for further details.

## ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

## ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

## ITEM 5. OTHER INFORMATION

### Rule 10b5-1 and Non-Rule 10b5-1 Trading Arrangements

During the three months ended April 3, 2026, none of our officers or directors (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K of the Securities Act of 1933).

**ITEM 6. EXHIBITS**

Exhibit Number	Exhibit Description	Incorporated by Reference			Filed or Furnished Herewith
		Form	File No.	Filing Date	
<a href="#">3.1</a>	Second Amended and Restated Certificate of Incorporation	10-Q	001-36040	August 4, 2023	
<a href="#">3.2</a>	Second Amended and Restated Bylaws	8-K	001-36040	August 1, 2024	
<a href="#">10.1†</a>	Form of Amendment to Executive Employment Agreement entered between the Company and each of Michael C. Dennison, Dennis C. Schemm, Toby D. Merchant, and Brendan R. Enick				X
<a href="#">10.2†</a>	Employment Agreement, dated December 2, 2024, by and between Fox Factory Holding Corp. and Brendan R. Enick				X
<a href="#">10.3</a>	Cooperation Agreement, dated February 8, 2026	8-K	001-36040	February 9, 2026	
<a href="#">10.4</a>	Sixth Amendment to Credit Agreement and Third Amendment to Guaranty and Security Agreement, dated May 6, 2026, among Fox Factory Holding Corp. and certain of its subsidiaries, Wells Fargo Bank, National Association, and other financial institutions party thereto.	8-K	001-36040	May 7, 2026	
<a href="#">31.1</a>	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended.				X
<a href="#">31.2</a>	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, as amended.				X
<a href="#">32.1*</a>	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, as amended.				X
101.INS	Inline 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.				X
101.SCH	Inline XBRL Taxonomy Extension Schema Document				X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document				X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document				X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document				X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document				X
104	Cover page formatted as Inline XBRL and contained in Exhibit 101				

† Management contract or compensatory plan.

X Filed herewith

\* In accordance with Item 601(b)(32)(ii) of Regulation S-K and SEC Release No. 34-47986, the certifications furnished in Exhibit 32.1 hereto are deemed to accompany this Form 10-Q and will not be deemed “filed” for purposes of Section 18 of the Exchange Act. Such certifications will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

May 7, 2026

FOX FACTORY HOLDING CORP.  
By: /s/ Dennis C. Schemm  
**Dennis C. Schemm, Chief Financial Officer**  
**(Principal Financial Officer)**

May 7, 2026

FOX FACTORY HOLDING CORP.  
By: /s/ Brendan R. Enick  
**Brendan R. Enick, Chief Accounting Officer**  
**(Principal Accounting Officer)**



2055 Sugarloaf Circle  
3<sup>rd</sup> Floor  
Duluth, GA 30096  
1.800.349.7469  
**RIDEFOX.COM**

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VIA EMAIL

[●], 2026

[●]  
2055 Sugarloaf Circle  
3<sup>rd</sup> Floor  
Duluth, GA 30097

Re: Employment Agreement Modification Relating to Non-Competition Provision

Dear [●]:

Reference is made to that certain [●] dated as of [●] by and between Fox Factory Holding Corp., a Delaware corporation (the "Company"), and [●] ("Executive") (the "Employment Agreement"). Capitalized terms not otherwise defined in this letter shall have the meanings given to such terms in the Employment Agreement.

This letter memorializes an agreement between the Company and Executive regarding Section 7(b) of the Employment Agreement. Pursuant to Section 7(b), Executive is prohibited from engaging in, directly or indirectly, anywhere in the Restricted Area, any Restricted Business.

The Company and Executive have agreed to amend Section 7(b) in its entirety to read as follows:

“(b) from the date of this Agreement and during the Restriction Period, without the prior written consent of the Company, Executive shall not, engage in, directly or indirectly, anywhere in the Restricted Area (as defined below), any business or enterprise which distributes, provides, renders or sells products or services which compete with the business of designing and distributing original equipment manufacturer, military or aftermarket suspension and related products (collectively, the "Restricted Business"); and”

This letter shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. This letter may be executed in one or more counterparts (including by facsimile or electronic mail), each of which will be deemed to be an original copy of this letter and all of which, when taken together, will be deemed to constitute one and the same agreement. Except as expressly provided herein, the Employment Agreement remains in full force and effect and on and after the date hereof, each reference in the Employment Agreement to “this Agreement,” “hereunder,” “hereof,” “herein,” or words of similar import shall mean and be a reference to the Employment Agreement as amended hereby.

*[The remainder of this page is intentionally left blank.]*

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If the foregoing accurately reflects our agreement with respect to the modification of Section 7(b) of the Employment Agreement, please so indicate by returning one fully executed copy of this letter.

Very truly yours,

**FOX FACTORY HOLDING CORP.**

By: \_\_\_\_  
Name:  
Title:

**ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:**

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

*[Signature page to Fox Factory Holding Corp./[●] Letter Agreement]*

**FOX FACTORY HOLDING CORP.  
EMPLOYMENT AGREEMENT  
(Brendan Enick)**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is executed on December \_\_, 2024 (the “Effective Date”), between Fox Factory Holding Corp., a Delaware corporation having offices at 2055 Sugarloaf Circle, Duluth, GA 30097 (the “Company”), and Brendan Enick (“Executive”).

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment. Executive hereby accepts employment with the Company and the Company shall continue to employ Executive, upon the terms and conditions set forth in this Agreement for the period beginning on the Effective Date and ending as provided in Section 4 hereof. The employment relationship between Executive and the Company shall at all times be “at-will.” This means that the employment relationship is at the “will” of Executive and the Company and either Executive or the Company may elect to terminate the employment relationship at any time, for no particular reason or cause, upon notice to the other (including, if applicable, any notice required by Section 4(a)(v) below), without further obligation to one another except as provided herein.

2. Position and Duties.

(a) Executive shall serve as the Chief Accounting Officer and Treasurer of the Company and shall have the normal duties, responsibilities, functions and authority customarily associated with such position and such other duties and responsibilities as may be assigned from time to time to Executive by the Company’s Chief Financial Officer, Board of Directors (the “Board”) and/or Executive Committee of the Board (the “Executive Committee”), all subject to the power and authority of the Board and the Executive Committee to expand or limit such duties, responsibilities, functions and authority and to overrule actions of officers of the Company. Executive shall perform his duties at the Company’s headquarters in Duluth, Georgia, subject to reasonable travel requirements.

(b) Executive shall report to the Company’s Chief Financial Officer (the “Supervisor”), and Executive shall devote Executive’s full-time energies and attention to the business and affairs of the Company and its Affiliates. Executive shall perform Executive’s duties, responsibilities and functions to the Company and its Affiliates hereunder in a diligent, trustworthy, professional, ethical and efficient manner and shall comply with the policies and procedures of the Company and its Affiliates and will cooperate fully with the Board in the advancement of the best interests of the Company. Notwithstanding, Executive may engage in charitable, civic, fraternal and trade association activities that do not interfere materially with Executive’s obligations to the Company or any Affiliate. Further, nothing in this Agreement shall limit Executive’s ability to: (i) serve as a member of any board of directors for any non-profit organization, so long as such membership does not interfere materially or conflict with Executive’s obligations to the Company or any Affiliate; or (ii) as otherwise agreed by the Board in writing.

(c) For purposes of this Agreement, “Affiliate” shall mean with respect to any given entity, any other entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such entity. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

(d) For purposes of this Agreement, “Section 409A” shall mean Section 409A of the Internal Revenue Code of 1986, as amended, and the final regulations issued thereunder.

3. Compensation and Benefits. In exchange for services rendered by the Executive hereunder, the Company shall provide the following:

(a) Base Salary. Executive’s base salary shall be \$383,000.00 per annum (the “Base Salary”), to be paid in accordance with the Company’s customary payroll practices. The Base Salary will be reviewed on an annual basis by the Chief Financial Officer, the Compensation Committee (defined below) or Board and may be increased (or decreased as part of substantially similar reductions applicable to all executives) from time to time, at the discretion of the Company.

(b) Performance Bonus (40% Target). Executive will be eligible to receive a bonus (the “Performance Bonus”) based upon a target amount equal to 40% of the Base Salary then in effect as structured, calculated and determined by the Company’s Compensation Committee of the Board of Directors (“Compensation Committee”). In order to encourage and reward longevity and retention, except as otherwise specifically provided in Section 4(b) hereof, Executive shall not be entitled to any Performance Bonus unless Executive is employed by the Company on the last day of the fiscal year for which the Performance Bonus is based. If Executive has been on leave and not actively working for thirteen (13) or more weeks in the fiscal year, Executive’s Performance Bonus will be reduced pro rata based on the number of days Executive was on leave during the fiscal year. For the 2024 fiscal year, Executive’s Performance Bonus, if any, shall not be pro-rated.

(c) Employee Benefits. Executive shall be included, to the extent eligible under the terms and conditions, as such terms and conditions may be established or changed from time to time by the Company in its sole discretion, in any and all of the Company plans providing benefits for its executives. Except as otherwise provided herein, nothing contained herein shall obligate the Company to adopt or maintain any benefit plan and nothing herein shall restrict the Company’s right in its sole discretion to adopt, modify or otherwise alter, in whole or in part, any and/or all of its benefit plans, provided that such adoption, abolition, modification or alteration is of general effect and applicable to all of the Company’s employees and/or officers under such plans.

(d) Discretionary Paid Time Off (DTO). Executive shall be entitled to participate in the Company’s Discretionary Paid Time Off (DTO) Policy. Executive may take paid time off each fiscal year in accordance with the policies of the Company in effect for its executive officers from time to time.

(e) Business Expenses. The Company shall reimburse Executive for all reasonable business expenses incurred by Executive in the course of performing Executive’s duties and responsibilities under this Agreement which are consistent with the Company’s policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company’s requirements with respect to reporting and documentation of such expenses.

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(f) Payroll Withholdings. From each payment to Executive of Base Salary and bonus, if any, the Company will report, withhold and pay to the proper governmental authorities any and all amounts required by law to be withheld for federal, state and local income and employment taxes, and any and all other amounts required by law to be reported and/or withheld from Executive's wages. The Company will also deduct from Executive's Base Salary payments (i) federal, state and local income and employment taxes on equity and equity-based awards to Executive from the Company, and (ii) any additional sums authorized by Executive in writing and approved by the Company. The Company will make those withheld payments and the employer's portion of federal employment taxes, which are required by law to be made by the Company.

(g) Equity. Executive will be eligible to receive awards of stock options, restricted stock or other equity awards pursuant to any plans or arrangements the Company may have in effect from time to time. The Board or any authorized committee will determine in its discretion whether Executive will be granted any such equity awards and the terms of any such award in accordance with the terms of any applicable plan or arrangement that may be in effect from time to time. The foregoing notwithstanding, all future equity plans and arrangements will: (1) provide participant with the right to "net tax settlement" of restricted share units, (2) provide participant with the right to "net exercise" of Executive's vested stock options (whenever exercised), and (3) include Board approved automatic "net exercise" of Executive's unexercised stock options on their expiration date to prevent the expiration of stock options due to restrictions placed on the Executive's trading in the Company's equity or other circumstances that prevent the Executive from financing stock option exercises using other available methods.

#### 4. Termination of Employment.

(a) Termination. This Agreement and the employment of Executive by the Company and any Affiliate may be terminated at any time as follows:

(i) By mutual agreement of the Parties;

(ii) By the Company if Executive dies or becomes Disabled. For purposes of this Agreement, "Disabled" shall mean any mental or physical illness or disability that renders Executive unable to perform the essential functions of Executive's position for a period of ninety (90) consecutive days or one hundred-eighty (180) days during any twelve month period with or without reasonable accommodation;

(iii) By the Company for Cause. For purposes of this Agreement, "Cause" shall mean with respect to Executive, one or more of the following: (A) willful or grossly negligent violation of any law which causes material injury to the business of the Company (or any Affiliate) or entry of a plea of *nolo contendere* (or similar plea) to a charge of such an offense, (B) conduct causing the Company or any of its Affiliates significant public disgrace or disrepute, (C) any act or omission aiding or abetting a competitor, supplier or customer of the Company or any of its Affiliates to the material disadvantage or detriment of the Company and its Affiliates, (D) Executive's willful violation of Executive's fiduciary duties to the Company or any Affiliates, including the duty of loyalty and the corporate opportunity doctrine, (E) commission of, or the act of fraud, dishonesty, misappropriation or embezzlement, or Executive's commission of any felony offense, (F) material breach of Executive's representations, warranties, or covenants under this Agreement or any other agreement between the Parties hereto that, if curable and unrelated to a breach of Section 5 of this Agreement, remains uncured for fifteen (15) days following written notice thereof

from the Company to the Executive, and (G) failure to comply with the Company's reasonable orders or directives (including refusal to perform, other than as a result of death or being Disabled, material assigned duties or responsibilities that are consistent with normal business practices and this Agreement) or the Company's (or its Affiliates') material and reasonable rules, regulations, policies, procedures or practices that are not inconsistent with the terms of this Agreement or applicable law, which continues uncured for fifteen (15) days following written notice thereof from the Company to Executive;

(iv) By the Company without Cause; or

(v) By Executive for Good Reason. For purposes of this Agreement, "Good Reason" means Executive's resignation from employment at any time within ninety (90) days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following: (A) a reduction in Executive's Base Salary below the amount on the date hereof (other than a substantially similar reduction applicable to all executives), (B) material breach by the Company of this Agreement, or (C) without Executive's consent, a material reduction in Executive's duties or responsibilities. Under this Agreement, Executive will not be able to resign for Good Reason without first providing the Company with written notice of the acts or omissions constituting the grounds for "Good Reason" within ninety (90) days of the initial existence of the grounds for "Good Reason" and, if such grounds are curable, a reasonable cure period of not less than thirty (30) days following the date of such notice.

(b) Consequences of Termination. Executive shall be entitled to the following compensation in the event of termination of Executive's employment pursuant to the terms of paragraph 4(a):

(i) Following any termination under Sections 4(a), Executive (or in the event of Executive's death, Executive's estate) shall be entitled to receive, on the next regular pay date following termination by the Company or based on mutual agreement, or within thirty (30) days of the date of termination based on death, being Disabled, or resignation by Executive, a lump sum payment in cash in an amount equal to Executive's accrued and unpaid Base Salary *plus* any authorized business expenses incurred and un-reimbursed as of the date of termination or death. In addition, in the event of Executive's cessation of employment because he has become Disabled, or due to his death, Executive (or, in the event of Executive's death, Executive's estate) shall receive a pro rata payment of Executive's Section 3(b) Performance Bonus, such pro rata Section 3(b) Performance Bonus payment being calculated as the product of that fiscal year's Section 3(b) Performance Bonus multiplied by a fraction, the numerator of which is the number of weeks Executive is employed with the Company in the fiscal year in which Executive's termination from employment occurs and the denominator of which is the number of weeks in the fiscal year, and such bonus payment, if any, shall be made in a cash lump sum within the same calendar year in which the Company receives its audited financials for such fiscal year.

(ii) In the event Executive's employment is terminated under Section 4(a)(iv) or (v), Executive (or, in the event of Executive's death, Executive's estate) shall be entitled to receive (A) severance ("Severance") in an amount equal to twelve (12) months of Executive's per annum Base Salary as of the date of termination, unless Executive's Base Salary was reduced in violation of paragraph 4(a)(v)(A), in which case it shall be an amount equal to twelve (12)

months of Executive's per annum Base Salary as in effect prior to such reduction, provided such amount is greater than Executive's Base Salary on the date of termination; and provided further that such amount shall be payable in twelve (12) substantially equal payments beginning, as provided in Section 4(b)(iii), on the first regular payroll date immediately following the eighth (8th) day following the Executive's timely execution of a Release, and (B) a pro rata payment of Executive's Section 3(b) Performance Bonus, such pro rata Section 3(b) Performance Bonus payment being calculated as the product of that fiscal year's Section 3(b) Performance Bonus multiplied by a fraction, the numerator of which is the number of weeks Executive is employed with the Company in the fiscal year in which Executive's termination from employment occurs and the denominator of which is the number of weeks in the fiscal year, and such bonus payment, if any, shall be made in a cash lump sum within the same calendar year in which the Company receives its audited financials for such fiscal year.

(iii) Notwithstanding anything in this Agreement to the contrary, the payments set forth in Section 4(b)(ii) shall not be paid nor begun prior to the eighth (8th) day following the return by Executive to the Company of an executed release as described in the immediately following sentence (the "Release") and only if such Release is returned to the Company prior to the sixtieth (60th) day immediately following the Executive's "separation from service" (within the meaning of Section 409A). Any "Release" shall provide, in effect, that Executive thereby releases and waives, for Executive and Executive's heirs, executors, administrators and assigns, all claims against the Company and its Affiliates, and their respective officers, directors, employees, agents, shareholders, future shareholders, affiliates, divisions, successors, predecessors, representatives, attorneys, and assigns, and any persons acting with them ("Releasees"), from all claims (including claims for attorneys' fees and costs), demands and causes of action, known or unknown, which Executive may have or claim to have against any Releasee, arising out of, or in any way relating to, Executive's employment, or the termination of Executive's employment, with the Company (including its Affiliates), whether based on any act or omission to act or otherwise.

(iv) Subject to Executive's timely execution of a Release, any payment under Sections 4(b)(ii) shall be made in accordance with the Company's normal payroll, or other applicable payment, practices, and, other than the payment of such amounts, the Company's obligation to make any further payments of any kind or provide benefits, other than extended health coverage under Section 4(b)(ii), to Executive shall cease and terminate upon Executive's date of termination.

(c) Resignation Upon Termination. Upon termination of Executive's employment for any reason, Executive agrees and covenants that Executive shall immediately tender a resignation to the Company for any position held by Executive as a member of the Company's and each of its Affiliates' Boards of Directors and any committee thereof.

(d) Suspension of Section 409A Payments. Any payment or benefit under this Agreement that Company reasonably determines is subject to Section 409A(a)(2)(B)(i) of the Internal Revenue Code shall be delayed to the extent required by Section 409A until a date that is six (6) months and one (1) day from the date of Executive's Separation from Service (as such term is defined herein below) (the "409A Suspension Period"). Within ten (10) days after the end of the 409A Suspension Period, Company shall pay to Executive a lump sum payment in cash equal to any payments, and any cash payments that the Company would otherwise have been required to provide, but for the imposition of the 409A Suspension Period. After the 409A

Suspension Period, Executive shall receive any remaining cash payments or benefits in accordance with the terms of this Agreement (as if there had not been any 409A Suspension Period beforehand). For purposes of this Agreement, “Separation from Service” shall have the meaning set forth in Treasury Regulation Section 1.409A-1(h)(1)(i); provided, however, that pursuant to Treasury Regulation Section 1.409A-1(h)(1)(ii), the Parties hereby provide that a “separation from service” shall occur within the meaning of Treasury Regulation Sections 1.409A-1(h)(1)(i) and (ii) as of the first date coincident with or following a termination of employment that the Company and Executive reasonably anticipate a permanent reduction in the level of bona fide services that Executive will perform for Company (and any entity that would be considered the same “service recipient” as Company under Section 409A (collectively, the “Service Recipient”) in the future (whether as an employee or an independent contractor) will decrease to a level equal to twenty percent (20%) or less of the average level of bona fide services Executive provided to the Service Recipient in the thirty-six (36) months immediately preceding such date (or the full period of service to the Service Recipient if Executive has been providing services to the Service Recipient for less than thirty-six (36) months).

(e) All payments to be made to Executive upon a termination of employment may only be made upon a Separation from Service of Executive. For purposes of Section 409A, (i) each payment made under this Agreement shall be treated as a separate payment; (ii) Executive may not, directly or indirectly, designate the calendar year of payment; and (iii) no acceleration of the time and form of payment of any nonqualified deferred compensation to Executive or any portion thereof, shall be permitted.

## 5. Confidential Information.

(a) Executive acknowledges that the continued success of the Company and its Affiliates, depends upon the use and protection of a large body of confidential and proprietary information. All of such confidential and proprietary information now existing or to be developed in the future will be referred to in this Agreement as “Confidential Information.” Confidential Information will be interpreted as broadly as possible to include all information of any sort (whether merely remembered or embodied in a tangible or intangible form) that is (i) related to the Company’s or its Affiliates’ current or potential business or is disclosed to the Company or its Affiliates by any third party pursuant to a confidentiality agreement and (ii) is not generally or publicly known. Confidential Information includes, without specific limitation, information, observations and data obtained by Executive during the course of Executive’s performance of the services under this Agreement, information concerning acquisition opportunities in or reasonably related to the Company’s or its Affiliates’ business or industry of which Executive becomes aware during employment, the persons or entities that are current, former or prospective suppliers or customers of any one or more of them during Executive’s course of performance of services under this Agreement, as well as development, transition and transformation plans, methodologies and methods of doing business, strategic marketing, product development and business expansion plans, including plans regarding planned and potential sales and financial projections, employee lists and telephone numbers, locations of sales representatives, product designs and specifications, including any future or proposed products, manufacturing techniques and information, integration processes and financial information and forecasts; provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Executive’s breach of this Agreement; (b) was in Executive’s possession prior to disclosure without any other obligation to maintain its confidentiality; or (c) was or is independently developed by Executive without using or referencing any Confidential Information. Therefore, Executive agrees that Executive shall not at any time, directly or indirectly, (i) disclose or permit the disclosure of any Confidential Information to any person or firm other than Company (or its Affiliates) or any person or firm to which such disclosure would be protected by a confidentiality agreement with the Company (or its Affiliates), or (ii) use or permit the use of any Confidential Information

except in the ordinary course of performance of Executive's duties. Executive agrees to deliver to the Company at the termination of employment, or at any other time the Company may request in writing, all memoranda, notes, plans, records, reports and other documents relating to the business of the Company or its Affiliates (including, without limitation, all Confidential Information), whether on paper or in any other form or medium, and all copies thereof that Executive may then possess or have under Executive's control.

(b) During Executive's employment with the Company, Executive shall not use or disclose any Confidential Information or trade secrets, if any, of any former employers or any other person to whom Executive has an obligation of confidentiality, and shall not bring onto the premises of the Company or its Affiliates any unpublished documents or any property belonging to any former employer or any other person to whom Executive has an obligation of confidentiality unless consented to in writing by the former employer or person. Executive shall use in the performance of Executive's duties only information that is (i) generally known and used by persons with training and experience comparable to Executive's and that is (x) common knowledge in the industry or (y) is otherwise legally in the public domain, (ii) otherwise provided or developed by the Company or its Affiliates or (iii) in the case of materials, property or information belonging to any former employer or other person to whom Executive has an obligation of confidentiality, approved for such use in writing by such former employer or person. If at any time during this employment with the Company or any Affiliate, Executive believes Executive is being asked to engage in work that will, or will be likely to, jeopardize any confidentiality or other obligations Executive may have to former employers, Executive shall immediately advise the Board so that Executive's duties can be modified appropriately.

(c) The obligations of Executive provided in this Section 5 shall last, as to any Confidential Information, for so long as that Confidential Information remains confidential as set forth in Section 5(a) or has proprietary value, whichever is longer, whether during Executive's employment or after the termination thereof.

(d) Notwithstanding the foregoing, nothing in this Agreement prohibits, limits, or restricts, or shall be construed to prohibit, limit, or restrict, Executive from exercising any legally protected whistleblower rights (including pursuant to Section 21F of the Exchange Act and the rules and regulations thereunder), without notice to or consent from the Company. Moreover, the federal Defend Trade Secrets Act of 2016 immunizes Executive against criminal and civil liability under federal or state trade secret laws - under certain circumstances - if Executive discloses a trade secret for the purpose of reporting a suspected violation of law. Immunity is available if Executive discloses a trade secret in either of these two circumstances: (1) Executive discloses the trade secret (a) in confidence, (b) directly or indirectly to a government official (federal, state or local) or to a lawyer, and (c) solely for the purpose of reporting or investigating a suspected violation of law; or (2) In a legal proceeding, Executive discloses the trade secret in the complaint or other documents filed in the case, so long as the document is filed "under seal" (meaning that it is not accessible to the public).

## 6. Intellectual Property, Inventions and Patents.

(a) Executive acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable works, mask works and moral rights (in each case, whether or not including any Confidential Information) and all registrations or applications related thereto, all other proprietary information and all similar or related information (whether or not patentable or trademarkable) which (i)(A) are developed using the equipment, supplies, facilities or trade secrets of the Company or its Affiliates or any Confidential Information, or (B) relate to the Company's or its Affiliates' actual or demonstrably anticipated business, research and development or existing or future products or services, or (C) result from work performed by

Executive for the Company or its Affiliates, and (ii) which are conceived, developed or made by Executive (whether solely or jointly with others) while employed by or as a result of Executive's employment with the Company and/or its Affiliates, whether before or after the date of this Agreement ("Work Product"), belong to the Company or such Affiliate. Executive shall promptly disclose such Work Product to the Board and, at the Company's expense, perform all actions reasonably requested by the Board (whether during or after employment) to establish, confirm and perfect such ownership in the Company or its Affiliates, as applicable (including, without limitation, assignments, consents, powers of attorney, waivers of rights, including moral rights, and other instruments). Executive acknowledges that all original works of authorship protected by copyright included in the Work Product are "works made for hire" as defined in the United States Copyright Act, 17 U.S.C. §101.

(b) As further consideration for the Company's entering into this Agreement, Executive hereby assigns to the Company all right, title and interest Executive owns or at any time may have to the Work Product (whether during employment or after the termination of employment), and to any and all other Work Product in which Executive may have any right, title, or interest or which was at any time used in the business of the Company and its Affiliates. At any time, whether during employment or after the termination of employment, upon reasonable request of the Company, Executive shall fully cooperate with and assist the Company to protect the Company's (and its Affiliates') right to and interest in the Work Product in any and all countries of the world, and, upon reasonable request of the Company, shall execute all documents and instruments and do all things that may be required in connection therewith. If Executive is involuntarily terminated, Executive's subsequent cooperation with the Company will be coordinated, at the Company's expense, with Executive's then employment commitments.

7. Non-Solicitation and Non-Competition.

In further consideration of the compensation to be paid to Executive hereunder, Executive acknowledges that during the course of Executive's employment with the Company and its Affiliates Executive has and shall become familiar with the Company's (and its Affiliates) trade secrets and with other Confidential Information concerning the Company and its Affiliates and that Executive's services have been and shall be of special, unique and extraordinary value to the Company and its Affiliates, and, therefore, Executive agrees that:

(a) from the date of this Agreement and during the eighteen (18) months' following the termination of Executive's employment for any reason, Executive shall not directly or indirectly solicit or induce, attempt to solicit or induce or assist any person soliciting or inducing any employee of the Company or any of its Affiliates to leave the employ of the Company or such Affiliate, or in any way interfere with the relationship between the Company or such Affiliate and any employee thereof; provided, however, that the foregoing shall not apply to (i) general solicitations for employment, including through search firms, that are not specifically directed at employees of the Company or any of its Affiliates, (ii) hiring any person who responds solely as a result of such general solicitations or contacts Executive on his or her own initiative without any direct or indirect solicitation or encouragement from Executive's representatives and (iii) hiring any person whose employment with the Company or any of its Affiliates has ceased prior to any discussions with Executive with respect to prospective employment;

(b) from the date of this Agreement and during the Restriction Period, without the prior written consent of the Company, Executive shall not, engage in, directly or indirectly, anywhere in the Restricted Area (as defined below), any business or enterprise which distributes, provides, renders or sells products or services which compete with the business of Parent, the Company or any of its Affiliates (collectively, the “Restricted Business”); except that if a court or arbitrator finds that such definition of Restricted Business not necessary to protect legitimate business interests of the Company, the Restricted Business shall be defined to mean any business or enterprise which distributes, provides, renders or sells products or services which compete with the business of designing and distributing original equipment manufacturer, military or aftermarket suspension and related products or performing vehicle upfitting services; and

(c) from the date of this Agreement and during the Restriction Period, Executive shall not in any way, directly or indirectly, for the purpose of engaging in any business that competes with the Restricted Business, call upon, solicit, advise, or otherwise do, or attempt to do, business with any customers, vendors or suppliers that were customers, vendors or suppliers of the Parent, the Company or any of its Affiliates (including its predecessors) within one year prior to the Executive’s termination date any individual Executive was either involved with (directly or indirectly) or about which Executive received Confidential Information (but in each case only as such solicitation or other contact relates to the Restricted Business), or induce or attempt to induce any such customer, vendor or supplier not to do business with the Parent, the Company or any of its Affiliates; and

(d) Executive shall not make any negative or disparaging statements or communications about the Company or any of its Affiliates, or any of their respective directors, officers, employees or stockholders. Nothing in this Agreement prohibits, limits or restricts, or shall be construed to prohibit, limit or restrict, the Executive from making disclosures required by the Securities Exchange Commission.

For purposes of this Agreement, the term “engage in” (or variations thereof) means to own an interest in, manage, operate, join, control, lend money to, or render financial or other assistance to, or participate in or be connected with, either as an officer, employee, partner, member, stockholder, director, consultant and/or similar service provider capacity, any person that competes with the Restricted Business either directly or through an affiliate anywhere in the world; provided, however, that, for the purposes of this Agreement, ownership of voting securities having no more than five percent of the outstanding voting power of any such person that are listed on any national securities exchange or traded actively in a national over-the-counter market shall not be deemed to be in violation of this Agreement so long as Executive has no other connection or relationship with such person.

For the purposes of this Agreement, “Restriction Period” shall mean the twelve (12) months immediately following the termination of Executive’s employment for any reason, except that if a court or arbitrator finds that a twelve (12) month Restriction Period is not reasonably necessary to protect legitimate business interests of the Company, the Restriction Period shall be nine (9) months immediately following the termination of Executive’s employment for any reason; except that if a court or arbitrator finds that a nine (9) month Restriction Period is not reasonably

necessary to protect legitimate business interests of the Company, the Restriction Period shall be six (6) months immediately following the termination of Executive's employment for any reason.

For the purposes of this Agreement, "Restricted Area" shall mean the United States; except that if a court or arbitrator finds that the United States as a Restricted Area is not reasonably necessary to protect legitimate business interests of the Company, the Restricted Area shall be the states of Alabama, Arizona, California, Colorado, Georgia, Indiana, Louisiana, Michigan, North Carolina, Oregon and Tennessee.

8. Severability; Remedies.

(a) Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any action in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction to the extent required to be enforceable under applicable law. If a court shall hold that the restrictions stated therein are unreasonable under circumstances then existing, the Parties agree such restrictions are divisible and shall be reduced to the extent required to be enforceable under applicable law.

(b) In the event of the breach or a threatened breach by Executive of any of the provisions of Sections 5, 6 or 7, the Company (and its Affiliates) would suffer irreparable harm, and in addition and supplementary to other rights and remedies existing in its favor, the Company (and its Affiliates) shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions thereof (without posting a bond or other security). Nothing herein shall be construed as prohibiting the Company (and its Affiliates) from pursuing any other remedies available to them, at law or in equity, for any breach or threatened breach of this Agreement (including, any of the provisions of Sections 5, 6 or 7) by Executive, including recovery of damages from Executive and forfeiture of any and all Severance.

9. Miscellaneous.

(a) Survival. Sections 4 through 9 shall survive and continue in full force and effect notwithstanding the termination of Executive's employment and this Agreement.

(b) Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to Executive:

Address on file with the Company.

Notices to the Company:

Fox Factory Holding Corp.

2055 Sugarloaf Circle, Third Floor  
Duluth, GA 30097  
Attention: Legal Department  
E-mail: legal@ridefox.com

or such other address or to the attention of such other person as the recipient Party shall have specified by prior written notice to the sending Party. Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

(c) Termination of Prior Agreement/Complete Agreement. This Agreement, those documents expressly referred to herein and other documents of even date herewith embody the complete agreement and understanding among the Parties and supersede and preempt any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way.

(d) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(e) Counterparts. This Agreement may be executed in separate counterparts (including by means of facsimile or portable document format (PDF)), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(f) Successors and Assigns. Subject to the limitations stated herein and in the 2013 Omnibus Plan, this Agreement will be binding upon and inure to the benefit of the Company and any successor to the Company, including without limitation any persons acquiring directly or indirectly all or substantially all of the business or assets or interests of the Company whether by purchase, merger, consolidation, reorganization or otherwise (and such successor shall thereafter be deemed the "Company" for purposes of this Agreement). This Agreement will inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees and legatees, but will not otherwise be assignable, transferable or delegable by Executive. This Agreement is personal in nature and neither of the Parties hereto shall, without the consent of the other, assign, transfer or delegate this Agreement or any rights or obligations hereunder except as otherwise expressly provided in this Section 8(f).

(g) Choice of Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the exhibits and schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia.

(h) Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or course of dealing or failure or delay by any Party hereto in enforcing or exercising any of the provisions of this Agreement (including, without limitation, the Company's right to terminate Executive's employment with or without Cause) shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement. For purposes of clarification, it is understood by the Parties that Section 8(h) shall in no way invalidate Executive's obligation to act within the sixty (60) day time limit of Section 4(b)(iii), as applied to Section 4(b)(ii).

(i) Corporate Opportunity. During Executive's employment, Executive shall submit to the Company all business, commercial and investment opportunities or offers presented to Executive, or of which Executive becomes aware, at any time during Executive's employment which relate to the business of design, manufacture, distribution, marketing, assembly or sale of suspension products for on- and off-road vehicles, including mountain bikes, snow mobiles, all-terrain vehicles, and motorcycles ("Corporate Opportunities"). Unless approved by the Board, Executive shall not accept or pursue, directly or indirectly, any Corporate Opportunities on Executive's own behalf.

(j) Executive's Cooperation. During Executive's employment and thereafter, Executive shall cooperate, at the Company's expense, with the Company and its Affiliates in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the Company (including, without limitation, Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information and turning over to the Company copies of all relevant documents which are or may come into Executive's possession to the extent they may be provided to the Company without civil or criminal penalty to Executive, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments).

(k) Clawback Policy. Notwithstanding any other provision contained herein, all amounts payable pursuant to Section 3(b) of this Agreement shall be subject to the Company's policy entitled "Fox Factory Holding Corp. Amended and Restated Clawback Policy" (as may be amended from time to time). Executive hereby acknowledges receipt of a copy of such policy.

(l) Arbitration. Any controversy, claim, cause of action, in law or equity, or dispute involving the Parties (or their affiliated persons or entities) directly or indirectly concerning this Agreement, Executive's employment by the Company or cessation thereof, and/or the subject matter thereof, including its enforcement, performance, breach, or interpretation, shall be resolved solely and exclusively by final and binding arbitration held in Hall County, Georgia by one (1) arbitrator in accordance with the rules of employment arbitration then followed by JAMS or any successor to the functions thereof. The arbitrator shall apply Georgia law in the resolution of all controversies, claims and disputes and shall have the right and authority to determine how his or her decision or determination as to each issue or matter in dispute may be implemented or enforced. Any decision or award of the arbitrator shall be final, conclusive and binding on the Parties to this Agreement, and there shall be no appeal therefrom other than from gross negligence or willful misconduct. Notwithstanding the foregoing, claims regarding worker's compensation and unemployment compensation benefits shall not be subject to arbitration under this Agreement. Each Party in any such arbitration shall be responsible for its own attorneys' fees, costs and necessary disbursements; provided, however, that if one Party refuses to arbitrate and the other Party seeks to compel arbitration by court order, if such other Party prevails, it shall be entitled to recover its reasonable attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, the Company shall pay the arbitrator's fees.

(i) The Parties hereto agree that any action to compel arbitration pursuant to this Agreement may be brought in any appropriate state court in Hall County, Georgia, and in connection with such action to compel, the laws of Georgia shall control. Application may also be made to such court for confirmation of any decision or award of the arbitrator, for an order of the enforcement and for any other remedies which may be necessary to effectuate such decision or award. The Parties hereto hereby consent to the jurisdiction of the

arbitrator and of such court and waive any objection to the jurisdiction of such arbitrator and court.

(ii) Notwithstanding the foregoing, the Company shall be entitled to seek injunctive relief and other equitable remedies, in any court of competent jurisdiction, to enforce Sections 5, 6 or 7 of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

COMPANY

Fox Factory Holding Corp.

By: /s/ Toby D. Merchant

\_\_\_\_\_  
Toby D. Merchant

Its: Chief Legal Officer

EXECUTIVE:

/s/ Brendan Enick

\_\_\_\_\_  
Brendan Enick

**CERTIFICATION OF DISCLOSURE IN FOX FACTORY HOLDING CORP'S  
QUARTERLY REPORT FILED ON FORM 10-Q**

I, Michael C. Dennison, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Fox Factory Holding Corp.:
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;
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.

May 7, 2026

/s/ Michael C. Dennison

Michael C. Dennison

Chief Executive Officer

(Principal Executive Officer)

**CERTIFICATION OF DISCLOSURE IN FOX FACTORY HOLDING CORP'S  
QUARTERLY REPORT FILED ON FORM 10-Q**

I, Dennis C. Schemm, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Fox Factory Holding Corp.:
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.

May 7, 2026

/s/ Dennis C. Schemm

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Dennis C. Schemm

Chief Financial Officer

(Principal Financial Officer)

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER AND  
PRINCIPAL FINANCIAL OFFICER PURSUANT TO 18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

The undersigned hereby certify, pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, and in accordance with 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in their capacities as officers of Fox Factory Holding Corp. (the “Company”), that, to their knowledge, the Quarterly Report on Form 10-Q of the Company for the quarter ended April 3, 2026 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such report fairly presents, in all material respects, the financial condition and results of operations of the Company as of the dates and for the periods presented in the financial statements included in such report.

May 7, 2026

/s/ Michael C. Dennison

Michael C. Dennison  
Chief Executive Officer  
(Principal Executive Officer)

/s/ Dennis C. Schemm

Dennis C. Schemm  
Chief Financial Officer  
(Principal Financial Officer)

This certification accompanies the Report to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Fox Factory Holding Corp. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Report), irrespective of any general incorporation language contained in such filing.