Fill in this information to identify the case:

Debtor West Marine Products, Inc.

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 26-10801

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Apex Tool Group, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Apex Tool Group, LLC Reed deMent 13620 Reese Boulevard East, Suite 400 Huntersville, NC 28078	
Contact phone _____	Contact phone _____
Contact email reed.dement@apextoolgroup.com	Contact email _____

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____



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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 97,667.38 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Goods sold; see attached addendum.

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

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12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/07/2026
MM / DD / YYYY

/s/Reed deMent
Signature

Print the name of the person who is completing and signing this claim:

Name: Reed deMent
First name Middle name Last name

Title: Deputy General Counsel

Company: Apex Tool Group, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

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Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 967-1786 | International (310) 751-2686

Debtor:
26-10801 - West Marine Products, Inc.
District:
District of Delaware

Creditor:
Apex Tool Group, LLC
Reed deMent
13620 Reese Boulevard East, Suite 400

Huntersville, NC, 28078
Phone:
Phone 2:
Fax:
Email:
reed.dement@apextoolgroup.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Goods sold; see attached addendum.

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
97,667.38

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
Reed deMent on 07-Jul-2026 2:22:05 p.m. Pacific Time
Title:
Deputy General Counsel
Company:
Apex Tool Group, LLC

VN: ACD80A13F86469916DE309E4D0D65143

ADDENDUM TO PROOF OF CLAIM OF APEX TOOL GROUP, LLC

I. CLAIMANT

1. Apex Tool Group, LLC ("**Apex**" or the "**Claimant**") is a manufacturer and supplier of professional-grade hand tools and related products, including adjustable and ratcheting wrenches, pliers, cutters, snips, shears, screwdrivers, knives, tool sets, sockets, bit sets, and related merchandise. Apex maintains its principal business office at 13620 Reese Boulevard East, Suite 400, Huntersville NC 28078.

II. BASIS FOR CLAIM

A. The Parties and the Supplier Relationship

2. Apex is a long-standing trade vendor to West Marine Products, Inc. ("**West Marine**" or the "**Debtor**"). For an extended period prior to the commencement of these Chapter 11 cases, Apex sold and delivered professional hand tools and related products to West Marine for resale in West Marine's retail stores and distribution centers located across multiple states, including California, Florida, South Carolina, and elsewhere.

3. The products supplied by Apex to West Marine (the "**Goods**") included, without limitation, adjustable wrenches, ratcheting combination wrenches, long nose pliers, diagonal pliers, tongue-and-groove pliers, locking pliers, tin snips, shears, utility knives and blades, screwdriver sets, micro-driver sets, multibit ratcheting screwdrivers, socket sets, hex key sets, bit sets, tool holders, quick-release ratchets, and assorted hand tool sets. The Goods were shipped to West Marine store locations and distribution centers in Rock Hill, South Carolina; Pensacola, Fort Pierce, Panama City, and Daytona Beach, Florida; Sausalito and Hollister, California; and other locations as directed by West Marine's purchase orders.

B. The Governing Terms of Sale

4. Each sale of Goods by Apex to West Marine was initiated by a purchase order issued by West Marine and accepted by Apex through the issuance of an Order Confirmation/Original Invoice (each, an "**Invoice**" and, collectively, the "**Invoices**"). Each Invoice expressly states that acceptance of the order "is strictly limited to the terms of this Order Confirmation and ATG's Terms and Conditions applicable to this sale, which can be found at apxtg.co/salestandcs" (the "**Terms and Conditions**").

5. Each Invoice further provides that "[i]f any provisions of Buyer's Purchase Order conflict with this Order Confirmation or ATG's applicable Terms and Conditions, the Order Confirmation and ATG's applicable Terms and Conditions shall govern and any conflicting terms contained in Buyer's Purchase Order or other writings are expressly rejected by ATG." The payment terms stated on each Invoice are Net 90 Days. Shipping terms are FOB Shipping Point, meaning title to and risk of loss in the Goods transferred to West Marine upon Apex's delivery of the Goods to the carrier at the point of shipment.

6. The Invoices, together with the corresponding West Marine purchase orders, Apex's Terms and Conditions incorporated by reference therein, and the parties' course of dealing, constitute binding contracts for the sale of goods. Under these contracts, West Marine became unconditionally obligated to pay the contract price for the Goods upon Apex's tender of delivery of conforming goods.

C. The Goods Sold and Delivered

7. Between November 12, 2025 and April 29, 2026, Apex sold and delivered Goods to West Marine under thirty-six (36) separate Invoices (collectively, the "**Unpaid Invoices**"), each

of which is itemized on the schedule attached hereto as **Exhibit A** and incorporated herein by reference.

8. Each shipment of Goods was made in response to a West Marine purchase order, was confirmed by an Invoice specifying the items, quantities, unit prices, and aggregate amount due, and was delivered to a West Marine store or distribution center location designated by the applicable purchase order. The Goods were accepted by West Marine without rejection, revocation of acceptance, or any documented claim of shortage or nonconformity.

D. The Chapter 11 Cases

9. On May 17, 2026 (the "**Petition Date**"), West Marine, Inc. and its affiliated debtors (collectively, the "**Debtors"**) filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Court**"). Prior to the Petition Date, West Marine failed to pay the amounts due under the Unpaid Invoices when due despite Apex's full and complete performance of its obligations under each of the thirty-six (36) contracts.

III. AMOUNT AND NATURE OF CLAIM

10. Apex hereby asserts a claim against West Marine Products, Inc. (Case No. 26-10801) in the total amount of $97,667.38, representing the aggregate unpaid contract price for Goods sold and delivered by Apex to West Marine under the thirty-six (36) Unpaid Invoices itemized on Exhibit A. Each Invoice amount reflects the agreed-upon price for Goods shipped to and accepted by West Marine, as confirmed by Apex's Order Confirmation. No offsets, deductions, or disputes were asserted by West Marine prior to the Petition Date.

IV. SUPPORTING DOCUMENTS

11. A list of all Invoices representing goods delivered to and evidence of receipt thereof by the Debtor prior to the Petition Date is attached hereto as **Exhibit A**. The Invoices are voluminous, and certain of them are confidential or commercially sensitive. Accordingly, other than Exhibit A, such documents are not attached. Claimant will provide copies of the Invoices and any other requested documentation to the Debtors, the claims agent, any statutory committee, or the Court promptly upon reasonable written request, subject to appropriate confidentiality protections.

V. RESERVATION OF RIGHTS

12. Apex reserves the right to amend and supplement this claim and/or to file additional proofs of claim for additional claims if Apex should deem it necessary or appropriate for any reason, including, without limitation, to provide an updated statement of amount due or for any other purpose for which a proof of claim filed in this case may be amended, including, *inter alia*, claims for administrative expenses or other claims entitled to priority. Apex reserves all its respective rights and claims against the Debtor, including, without limitation, the right to assert all defenses and counterclaims available to it under applicable law and to assert rights of reimbursement, indemnification and setoff under 11 U.S.C. § 553, as applicable. The claims set forth herein are not subject to any valid defenses, setoff, recoupment, or counterclaim.

13. The filing of this proof of claim shall not constitute: (i) a waiver or release of any rights of Apex against the Debtor or any other person or any property in which Apex has an interest; (ii) an admission of any kind by Apex; (iii) an election of remedies; or (iv) a waiver, consent or release by Apex of any other rights, claims, actions, defenses, setoffs or recoupments

to which it is or may be entitled under agreements in law, in equity or otherwise, all of which rights, claims, actions, defenses, setoffs and recoupments are expressly reserved.

EXHIBIT A

Schedule of Unpaid Invoices

Invoice No.	Invoice Date	Ship Date	Payment Due	Amount
923325577	11/12/2025	11/12/2025	02/10/2026	$22,860.19
923351002	11/24/2025	11/24/2025	02/22/2026	$3,602.54
923356712	11/26/2025	11/26/2025	02/24/2026	$4,187.74
923363507	12/01/2025	12/01/2025	03/01/2026	$34.50
923366258	12/02/2025	12/02/2025	03/02/2026	$885.82
923366272	12/02/2025	12/02/2025	03/02/2026	$34.50
923375206	12/05/2025	12/05/2025	03/05/2026	$3,331.85
923438565	01/12/2026	01/12/2026	04/12/2026	$13.08
923462191	01/26/2026	01/26/2026	04/26/2026	$23.01
923489422	02/09/2026	02/09/2026	05/10/2026	$6,989.52
923489455	02/09/2026	02/09/2026	05/10/2026	$21,991.76
923496067	02/12/2026	02/12/2026	05/13/2026	$41.88
923496213	02/12/2026	02/12/2026	05/13/2026	$14.97
923507824	02/19/2026	02/19/2026	05/20/2026	$388.80
923531148	03/04/2026	03/04/2026	06/02/2026	$884.92
923541977	03/10/2026	03/10/2026	06/08/2026	$446.40
923541978	03/10/2026	03/10/2026	06/08/2026	$478.32
923541982	03/10/2026	03/10/2026	06/08/2026	$270.49
923549356	03/13/2026	03/13/2026	06/11/2026	$530.34
923549969	03/13/2026	03/13/2026	06/11/2026	$234.21
923566072	03/20/2026	03/20/2026	06/18/2026	$19,048.63
923566083	03/20/2026	03/20/2026	06/18/2026	$7,057.99
923572806	03/24/2026	03/24/2026	06/22/2026	$13.79
923572910	03/24/2026	03/24/2026	06/22/2026	$136.32
923578612	03/26/2026	03/26/2026	06/24/2026	$530.34
923578625	03/26/2026	03/26/2026	06/24/2026	$174.83
923588917	03/31/2026	03/31/2026	06/29/2026	$429.84
923588918	03/31/2026	03/31/2026	06/29/2026	$429.84
923588919	03/31/2026	03/31/2026	06/29/2026	$429.84
923588920	03/31/2026	03/31/2026	06/29/2026	$508.32
923588921	03/31/2026	03/31/2026	06/29/2026	$429.84

923609384	04/10/2026	04/10/2026	07/09/2026	$269.68
923613255	04/13/2026	04/13/2026	07/12/2026	$269.68
923639662	04/24/2026	04/24/2026	07/23/2026	$231.20
923639663	04/24/2026	04/24/2026	07/23/2026	$231.20
923649480	04/29/2026	04/29/2026	07/28/2026	$231.20