



Ross Procurement, Inc.
 a subsidiary of Ross Stores, Inc.
 5130 Hacienda Drive
 Dublin, CA 94568
 DUNS #02-908-9711

PURCHASE ORDER NO
 10839771

See Invoicing Guidelines at:
<https://partners.rossstores.com>

THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED ON FRONT AND LAST PAGE HEREOF

VENDOR # 43401703
VENDOR NAME JLA HOME, INC.
BUYER # 8987

PO INDICATOR: POE **PICKUP LOC:** CA - California

VENDOR INSTRUCTIONS

MUST APPROVE S/O'S INSERTS AND PRE PRODUCTION SAMPLES BEFORE ORDER SHIPS

Our Vendor Compliance Manual and CPSIA Reasonable Testing Program is now at <http://partners.rossstores.com/index.html>. Vendors are responsible for complying and for checking for periodic updates.

ORDER DATE 01/11/24	PORT ARRIVAL DATE 06/08/24	PO START DATE 06/12/24	PO CANCEL DATE 06/18/24	PRETICKET DATE 03/14/24	TYPE Y	PAYMENT TERM: 60 DAYS	PAYMENT METHOD: Open Account	PACKING METHOD Bulk/Flat No Hanger	ALL CARTONS MUST BE MARKED FROM: Your Company Name City, State, Zip Code PO #: 10839771 To: Ross Distribution Center Address Information http://partners.rossstores.com	ROSS Transportation may change destination for shipment at pickup time: a. Carrier will have correct destination at time of pickup. b. Carton Labels DO NOT need to be changed. c. New Bill of Lading address will be required. Current routing instructions available at http://partners.rossstores.com
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VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE	
MARIPOSA LAVENDER	HNG MARIPOSA LAVENDER T	10.50	50.00	500	LT PURPLE-LAVENDAR	1	Pack AA	
	VENDOR ITEM COMMENTS	LABEL	SIZE	GW	SAMPLES	NEED BY DATES	NESTED PK QTY	PREPACK/INNER
		WILLOW & SAGE	TWIN				500	1
VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE	
AUDREY PINK	HNG AUDREY FLORAL PINK T	10.50	50.00	500	PINK/CORAL-BLUSH	1	Pack AA	
	VENDOR ITEM COMMENTS	LABEL	SIZE	GW	SAMPLES	NEED BY DATES	NESTED PK QTY	PREPACK/INNER
		WILLOW & SAGE	TWIN				500	1
VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE	
MARIPOSA LAVENDER	HNG MARIPOSA LAVENDER F/Q	13.60	60.00	1,100	LT PURPLE-LAVENDAR	1	Pack BB	
	VENDOR ITEM COMMENTS	LABEL	SIZE	GW	SAMPLES	NEED BY DATES	NESTED PK QTY	PREPACK/INNER
		WILLOW & SAGE	FUL/QN		PREPRO TOP	04/09/24 04/24/24	1100	1
VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE	
AUDREY PINK	HNG AUDREY FLORAL PINK F/Q	13.60	60.00	1,100	PINK/CORAL-BLUSH	1	Pack BB	
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		WILLOW & SAGE	FUL/QN		PREPRO TOP	04/09/24 04/24/24	1100	1

TOTAL QTY	TOTAL COST
3,200	40,420.00

GUARANTY - Vendor hereby represents that reasonable and representative tests, make in accordance with procedures prescribed and applicable standards or regulations issued, amended or continued in effect under the Flammable Fabrics Act, as amended, show that the merchandise covered and identified by, and in the form delivered under this Purchase Order, conforms to the applicable standards or regulations issued, amended, or continued in effect.

BUYER CATHERINE T. PHAN

JEWELRY AND WATCH SHIPMENTS INBOUND TO ROSS					
<p>SPECIAL INSTRUCTIONS TO VENDOR</p> <ol style="list-style-type: none"> All payment terms are based upon receipt of goods at Ross warehouse facility. All cartons must be labeled with the date of receipt as being received on the 1st of the next month. All cartons must be labeled with Ross purchase order and vendor's name. All merchandise must be individually marked conspicuously, legibly, and permanently in English with the country of origin of the goods. Packing slip must accompany merchandise, its location must be clearly identified and must contain the number of cartons to which that Packing slip pertains. Reference on invoice: purchase order number, number of cartons, number of units and weight. Do not combine two or more orders in the same carton. Ship style complete No substitution or back orders All Domestic PO invoices must follow the guidelines at https://partners.rossstores.com 	<p>FREIGHT TERMS: FOB Carlisle, PA. 3rd Party to Ross Billing. A sealed envelope containing the packaging list and the bill of lading must be attached to the outside of the lead carton. All invoices must contain the following information: Quantity shipped, Style #, Retailing Coast, Extended Coast. Payment terms are based on the date of receipt of goods at Ross warehouse facility. All cartons must be individually marked conspicuously, legibly, and permanently in English with the country of origin of the goods. All individual pieces of the SKU number must be packed in quantities of no more than 50 pieces in a large zip lock polybag with the vendors style number clearly printed on the outside of the bag. A Ross spec sheet must be completed in Excel format for each style and emailed to the Buyer. If you have any questions about these instructions, please call the Buyer at (212) 352-2700.</p> <p>FREIGHT BILLING - All vendors to bill 3rd Party to Ross using FedEx account # ending in "409"</p> <p>SHIPMENT INFO - PO #s and selling Unit CITYs should be entered when creating the FedEx label for a box</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SHIPPING INSTRUCTIONS Domestic Shipments FedEx Ground from vendors East of Missouri FedEx Priority Overnight from vendors West of Illinois</td> <td style="width: 50%;">SHIPPING ADDRESS Ross Procurement, Inc. - ECDC 206 Allen Rd. Carlisle, PA 17013</td> </tr> <tr> <td>International Shipments FedEx International Economy</td> <td>ALL BOXES MUST BE MARKED FROM: Your Company Name Address City, State, Zip Code Ross PO #: 10639771</td> </tr> </table>	SHIPPING INSTRUCTIONS Domestic Shipments FedEx Ground from vendors East of Missouri FedEx Priority Overnight from vendors West of Illinois	SHIPPING ADDRESS Ross Procurement, Inc. - ECDC 206 Allen Rd. Carlisle, PA 17013	International Shipments FedEx International Economy	ALL BOXES MUST BE MARKED FROM: Your Company Name Address City, State, Zip Code Ross PO #: 10639771
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TERMS AND CONDITIONS					
<p>COMPLIANCE WITH LAWS AND VENDOR REQUIREMENTS</p> <ol style="list-style-type: none"> ALL MERCHANDISE IS SAFE AND FIT FOR THE USE FOR WHICH IT WAS MANUFACTURED AND IS FREE FROM DEFECT AND OTHER MATERIALS WHICH MAY BE INJURIOUS TO PERSONS OR PROPERTY. IN ADDITION, THE GOODS ARE MANUFACTURED, LABELED, BRANDED, ADVERTISED, AND SOLD IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, INCLUDING, WITHOUT LIMIT, THE ROBINSON PATMAN ACT, PRICE DISCRIMINATION ACT, CALIFORNIA'S SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986 (PROPOSITION 65), U.S. WEIGHTS AND MEASURES AS REQUIRED BY THE STANDARDS OF GOVERNMENT, MANUFACTURING AND SALE OF MERCHANDISE, AND THE PROPER GUARANTEES OF THE INVOICE COVERING THIS ORDER ARE IN THE FORM REQUIRED BY THE FEDERAL TRADE COMMISSION. ALL MERCHANDISE IS LABELED, AS APPLICABLE, IN ACCORDANCE WITH FEDERAL, WOOL PRODUCTS LABELING ACT, FUR PRODUCTS LABELING ACT, HAZARDOUS SUBSTANCES LABELING ACT, FLAMMABLE FABRICS ACT, FEDERAL FOODS, DRUG, AND COSMETICS ACT, THE CHILD PROTECTIONS ACT, AND TOY LABELING ACT, AND THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACT. ALL MERCHANDISE MUST BE INDIVIDUALLY MARKED CONSPICUOUSLY, LEGIBLY, AND PERMANENTLY, WITH THE COUNTRY OF ORIGIN. THE PURCHASE ORDER WILL NOT INTERFERE WITH ANY CONTRACTUAL RIGHTS OF A THIRD PARTY. APPLICABLE TESTS WERE PERFORMED TO ENSURE THE MERCHANDISE IS IN COMPLIANCE WITH THE FLAMMABLE FABRICS ACT. AS APPLICABLE. THE MERCHANDISE IS NOT MANUFACTURED USING ANY SLAVE, CHILD, OR PRISON LABOR, AND THE MANUFACTURING FACILITIES SUBSTANTIALLY CONFORM TO WORKER SAFETY REQUIREMENTS. VENDOR GUARANTEES THAT THE TEXTILE FIBER PRODUCTS SPECIFIED HEREIN ARE BRANDED, ADVERTISED, LABELED, AND INVOICED IN COMPLIANCE WITH THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACT, THE RULES AND REGULATIONS THEREUNDER, AND VIOLATE NO PROVISION THEREOF. IN ADDITION TO THE FOREGOING, THE VENDOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS ALL RIGHTS AND AUTHORITY TO SELL THE MERCHANDISE TO BUYER IN THE JURISDICTIONS TO WHICH THE MERCHANDISE IS SHIPPED, AND THAT THE MERCHANDISE IS NOT MANUFACTURED USING ANY SLAVE, CHILD, OR PRISON LABOR, AND THE MANUFACTURING FACILITIES SUBSTANTIALLY CONFORM TO WORKER SAFETY REQUIREMENTS. THE VENDOR IS AUTHORIZED BY THE OWNER OR LICENSEE OF ANY AND ALL TRADEMARKS, TRADE NAMES, TRADE DRESS, COPY RIGHTS, PATENTS, AND OTHER INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH THE MERCHANDISE. THE VENDOR HAS GOOD TITLE TO THE MERCHANDISE, WHICH IS FREE AND CLEAR OF ANY LIENS. WHERE APPLICABLE, THE VENDOR HEREBY CERTIFIES THAT THE DESCRIBED GOODS QUALIFY FOR THE GENERALIZED SYSTEM OF PREFERENCES (GSP) REQUIREMENTS UNDER U.S. LAW, AND MAKES THE FOLLOWING SPECIFIC CERTIFICATIONS: (1) THE SUBJECT ARTICLE(S) ARE ELIGIBLE ARTICLES UNDER THE GSP, (2) THE ARTICLES ARE PRODUCTS OF A BENEFICIARY DEVELOPING COUNTRY (BDC) OR AN ASSOCIATION TREATED AS A SINGLE COUNTRY UNDER GSP, (3) THE ARTICLES ARE TO BE SHIPPED DIRECTLY TO THE UNITED STATES, (4) ONE OF THE TRADE NAMES, TRADE MARKS, OR TRADE DRESS ARE ATTACHED TO THE PRODUCT, (5) THE BDC OR ASSOCIATION VALUE OF THE MATERIALS PRODUCED IN THE BDC (OR ASSOCIATION OF COUNTRIES TREATED AS A BDC) IS GREATER THAN THE BDC OR ASSOCIATION VALUE OF BDC (OR ASSOCIATION OF COUNTRIES TREATED AS A BDC). AS TO GOODS QUALIFYING FOR GSP AS DISCUSSED IN PARAGRAPH 11 ABOVE: IF THE MERCHANDISE IS WHOLLY THE GROWTH, PRODUCT OR MANUFACTURE OF A BDC, A STATEMENT TO THAT EFFECT SHALL BE INCLUDED ON THE COMMERCIAL INVOICE. IF THE MERCHANDISE IS NOT WHOLLY THE GROWTH, PRODUCT OR MANUFACTURE OF SINGLE BDC, THE VENDOR SHALL BE PREPARED TO SUBMIT TO U.S. CUSTOMS & BORDER PROTECTION A DECLARATION SETTING FORTH ALL PERTINENT DETAILED INFORMATION CONCERNING THE PRODUCTION OR MANUFACTURE OF THESE MERCHANDISE. VENDOR AGREES TO SUBMIT THE REQUIRED INFORMATION TO CUSTOMS WITHIN SIXTY DAYS OF REQUEST. VENDOR REPRESENTS THAT IT COMPLIES WITH THE FOREIGN CORRUPT PRACTICES ACT. VENDOR RETAINS ALL RIGHTS TO ITS INTELLECTUAL PROPERTY. IF AN ORDER IS CANCELLED OR RETURNED FOR ANY REASON, ALL PRICE TICKETS, STICKERS, MARKINGS AND/OR HANGTAGS BEARING BUYER'S NAME OR TRADEMARK MUST BE IMMEDIATELY REMOVED FROM THE MERCHANDISE, NOTWITHSTANDING THE ABOVE. VENDOR MUST RECEIVE WRITTEN AUTHORIZATION FROM BUYER TO SELL ANY CANCELLED OR RETURNED MERCHANDISE THAT CONTAINS BUYER'S INTELLECTUAL PROPERTY. <p>SHIPMENT AND PAYMENT REQUIREMENTS AND TERMS</p> <ol style="list-style-type: none"> THIS ORDER SHALL NOT BE FILLED AT PRICES HIGHER THAN THOSE SHOWN ON THE FRONT SIDE HEREOF UNLESS SUCH INCREASED PRICES HAVE BEEN AUTHORIZED IN WRITING BY BUYER. NO INVOICES SHALL BE ISSUED OR PAID PRIOR TO DELIVERY OF MERCHANDISE. VENDOR SHALL IN ACCORDANCE WITH THE TERMS OF THE FRONT SIDE HEREOF, DELIVER TO BUYER COPIES OF ALL PACKING SLIPS AND A SEPARATE INVOICE FOR EACH ORDER, UNLESS FREIGHT AND OTHER CHARGES ARE ITEMIZED. ANY DISCOUNT WILL BE TAKEN ON THE FULL AMOUNT OF INVOICES. ALL PAYMENTS ARE SUBJECT TO ADJUSTMENT FOR SHORTAGE OR REJECTION. PRICES SHOWN ON THIS ORDER ARE DEEMED TO INCLUDE ALL TAXES IMPOSED BY ANY TAXING AUTHORITY WITH RESPECT TO THE TRANSFER TO BUYER OF POSSESSION, TITLE OR BOTH TO THE MERCHANDISE INCLUDING BUT NOT LIMITED TO SALES, USE, PROPERTY, AND VALUE ADDED TAXES, BUT EXCLUDING INCOME TAX. THE MERCHANDISE WILL BE SHIPPED, ON ONE PURCHASE ORDER PER CARTON, WITH THE CARTON LABELED WITH PURCHASE ORDER NUMBER, DESCRIPTION OF CONTENTS, INDIVIDUAL CARTON NUMBER, COUNTRY OF ORIGIN, AND TOTAL CARTONS (E.G., 1 OF 4). BILL OF LADING COVERING ALL CARTONS SHIPPED ON A SINGLE DAY, AND CARTONS LOADED TOGETHER BY PURCHASE ORDER AND BY STYLE. FOR BUYING IMPORT POS, BUYING COMMISSIONS, SELLING COMMISSIONS, AND DUTTABLE ROYALTIES MUST BE CLEARLY NOTED ON THE COMMERCIAL INVOICE. THE BILL OF LADING WILL SHOW: (A) AN EXACT DESCRIPTION OF THE MERCHANDISE; (B) ALL PURCHASE ORDER NUMBERS; (C) THE NUMBER OF CARTONS BEING SHIPPED; (D) CHARGE BACK TO THE VENDOR; (E) EXCESS CHARGES INCURRED BY BUYER DUE TO INCORRECT WEIGHT OR FREIGHT DESCRIPTION; (F) EXCESS COSTS DUE TO SPLIT SHIPMENTS OR NON-COMPLIANCE WITH ROUTING INSTRUCTIONS; (G) \$100 FOR EACH ADDITIONAL INVOICE PAST THE FIRST, WHERE THERE ARE MULTIPLE INVOICES PER SHIPMENT; AND (D) EXPENSES INCURRED DUE TO ANY OTHER NON-COMPLIANCE, INCLUDING, WITHOUT LIMIT, FAILURE TO PAY COSTS OF DEFENSE OR INDEMNITY ARISING FROM OR RELATED TO CLAIMS MADE AGAINST BUYER OR ITS PARENT, SUBSIDIARY, OR OTHER RELATED OR AFFILIATED ENTITIES. SHIPMENTS RECEIVED AFTER THE 20TH OF THE MONTH ARE CONSIDERED RECEIVED ON THE 1ST DAY OF FOLLOWING MONTH. RECEIVING DATE IS CONSIDERED THE DATE IN WHICH THE MERCHANDISE COMPLETES UNIT RECONCILIATION. VENDOR WILL KEEP CONFIDENTIAL AND WILL NOT DISCLOSE TO ANY THIRD PARTY ANY NON-PUBLIC OR UNPUBLISHED INFORMATION CONCERNING THE ORDER OR ANY OTHER ORDER. SHOW ON THE FRONT SIDE HEREOF (OR ANY RELATED INVOICES): <p>DISPUTE RESOLUTION</p> <ol style="list-style-type: none"> IF BUYER FAILS TO PAY VENDOR, VENDOR'S EXCLUSIVE REMEDY SHALL BE TO RECOVER THE MERCHANDISE OR, IN THE EVENT THE MERCHANDISE HAS BEEN SOLD TO A THIRD PARTY, TO RECOVER AN AMOUNT EQUAL TO THE PURCHASE PRICE FROM BUYER. IN NO EVENT SHALL BUYER BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF BUYER KNEW OR HAD REASON TO BELIEVE SUCH DAMAGES WOULD BE INCURRED BY BUYER. BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECOVER THE PURCHASE PRICE AT ITS OWN EXPENSE. BUYER'S REMEDY WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS BUYER AND ITS PARENT, SUBSIDIARY, OR OTHER RELATED OR AFFILIATED ENTITIES, INCLUDING PAYMENT OF ANY ROYALTIES, LICENSE FEES, INVESTIGATION EXPENSES, PENALTIES, RECALL EXPENSES, DIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES, ATTORNEY'S FEES AND COSTS INCURRED BY BUYER OR FOR WHICH BUYER BECOMES RESPONSIBLE. 					

LIABLE AND ATTORNEYS' FEES AND COSTS INCURRED IN ENFORCING THIS OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS) FROM ANY CLAIM ARISING IN CONNECTION WITH THE MERCHANDISE OR IN CONNECTION WITH THIS PURCHASE ORDER AND TRANSACTION (INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS/GUARANTEES MADE BY VENDOR HEREIN) WHETHER OR NOT BUYER OR VENDOR HAS A VALID DEFENSE TO THE CLAIM, AND REGARDLESS OF WHETHER THE CLAIM IS TRUE OR VALID. A "CLAIM" INCLUDES, WITHOUT LIMIT, ANY DEMAND, LAWSUIT, ARBITRATION, GOVERNMENT ACTION (INCLUDING ADMINISTRATIVE PROCEEDING), OR ANY OTHER LEGAL PROCEEDING (INCLUDING A THREAT OF ANY OF THE FOREGOING). BUYER MAY ELECT IN ITS SOLE DISCRETION TO RETAIN COUNSEL OF ITS OWN CHOOSING TO ENFORCE THIS OBLIGATION. BUYER'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER AND ITS PARENT, SUBSIDIARY, OR OTHER RELATED OR AFFILIATED ENTITIES, INCLUDING PAYMENT OF ANY ROYALTIES, LICENSE FEES, INVESTIGATION EXPENSES, PENALTIES, RECALL EXPENSES, DIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES, ATTORNEY'S FEES AND COSTS INCURRED BY BUYER OR FOR WHICH BUYER BECOMES RESPONSIBLE, WILL BE IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER OR NOT BUYER FURNISHES SPECIFICATIONS OR INSPECTOR'S REPORTS. BUYER'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS BUYER AND ITS PARENT, SUBSIDIARY, OR OTHER RELATED OR AFFILIATED ENTITIES, INCLUDING PAYMENT OF ANY ROYALTIES, LICENSE FEES, INVESTIGATION EXPENSES, PENALTIES, RECALL EXPENSES, DIRECT, CONSEQUENTIAL AND INCIDENTAL DAMAGES, ATTORNEY'S FEES AND COSTS INCURRED BY BUYER OR FOR WHICH BUYER BECOMES RESPONSIBLE, WILL BE IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER OR NOT BUYER FURNISHES SPECIFICATIONS OR INSPECTOR'S REPORTS. 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