

 An Affiliate of The TJX Companies, Inc	DEPT #	DOMESTIC PO #	REFERENCE #	CIR #	VENDOR #	VENDOR NAME	FOB POINT		
	48	424392	W771537160		N485	E AND E CO LTD/JLA GALLERY	CITY: Long Beach	STATE: CA	
MASTER LABEL:		BUYER: LAURA RABINOVITZ		VENDOR FAX:	VENDOR CONTACT:		MADE IN USA:	DDP/POE: Y	
ORDER DATE	START SHIP DATE	CANCELLED IF NOT RECEIVED BY DATE		TJX CERTIFICATE OF COMPLIANCE		THIS ORDER IS SUBJECT TO PRE-PRODUCTION/PRODUCTION SAMPLE(S) APPROVAL			
4/11/2024	6/18/2024	CONSOLIDATOR: 6/25/2024		Certification / Testing Required: NO Due Date:		Inspection Required by (Date): Inspection Required by: PRE-PRODUCTION SAMPLE(S) TO BE RECEIVED BY: PRODUCTION SAMPLE(S) TO BE RECEIVED BY:			
PAYMENT TERMS				STORE READY:Y VENDOR PACK:N		IF IRREGULAR NO HOLES, TEARS, STAINS, OR BROKEN PARTS			
DISC:	DAYS:60	FROM:G	DUE:	SPECIAL VENDOR INSTRUCTIONS			VENDOR EMAIL		
PRETICKET: Y	VENDOR NEEDS TICKETS BY: 4/15/2024		VENDOR MAKES TICKETS: N	POE orders must be called in a MINIMUM of 4 days prior to cancel (7 or more days preferred) Domestic orders must be called in a MINIMUM of 3 days before the cancel (4-5 days preferred)			betsy.gussack@jla-art.com, doris.feng@jlahome.com, Caroline.Wiejak@jlahome.com, linda.huang@scmhome.com, yvonne.wang@jlachina.com		
PRETICKET ADDRESS									
NAME: E AND E JLA		USA PHONE: 3106093464		PRETICKET INSTRUCTIONS					
SHIP TO: 555 West Victoria St.		INTL PHONE:							
CITY: Compton	STATE: CA	EMAIL: betsy.gussack@jla-art.com							
COUNTRY: USA	ZIP: 90220	CONTACT: ATTN: Betsy Gussack							
BUYER:				DATE:		TOTAL PO UNITS 2754			
BUYER:						DATE:		MERCHANDISE MANAGER:	DATE:



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DEPT: 48	DOMESTIC PO NO: 424392	REFERENCE NO: W771537160	CIR#:	VENDOR NO: N485	VENDOR NAME: E AND E CO LTD/JLA GALLERY
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PG/LN	CATG	MERC H TYPE	UNIT COST	VENDOR STYLE	COLOR	NRF CODE	DETAILED DESCRIPTION	UNITS	PACK QTY		NST CODE	MST CTN QTY	SETS	BOX	TKT TYPE
									SR	VP					
1/1	9033	9	44.75	G212216	assorted		5528 6030 SPC BLUE ISLAND LE	220	1		A	2		N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/2	9033	9	48.52	G192528 R	assorted		5828 6030 SPC RIPARIAN	220	1		A			N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/3	9053	9	38.49	G232022	assorted		2836 SPC MEDITATION I (LE on Spackled Linen)	220	2					N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/4	9053	9	44.75	G222007	assorted		3648 (3628) SPC SCENIC TRAIL Linen Liner no foi	220	2					N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/5	9042	9	29.75	G232286	assorted		3628 SPC STORM HORIZON - LIMITED EDITION PRINT ON TEXTURED PAPER	166	1		C	2		N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/6	9052	9	38.49	G232017	assorted		3628 SPC PRAIRIE CLOUDS (LE on Spackled Linen)	166	1		C			N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/7	9033	9	38.49	G232183	assorted		2836 SPC DRIZZLE (pallet knife paint embellished)	166	1		D	2		N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/8	9033	9	35.75	G192007	assorted		2836 SPC TREE OF LIFE NO	166	1		D			N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/9	9090	9	64.75	C23L730	assorted		6040 OCEAN ABSTRACT VI SPC (Hand Painted Framed Canvas)	110	2					N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/10	9033	9	38.49	G23L678	assorted		2836 Neutral Palette Knife Abstract 3 SPC LE ON SPACKLED LINEN	110	1		E	2		N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/11	9033	9	38.49	G23L675	assorted		2836 MUTED ABSTRACT SPC LE ON SPACKLED LINEN	110	1		E			N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/12	9033	9	44.75	G212179	assorted		6030SPC REVOLVE LE	110	2					N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/13	9090	9	48.52	G212357 R	assorted		QR 5828 SPC MEDITATION PAINTED	220	2					N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
1/14	9033	9	51.75	G24L065	assorted		4836 SPC SOFT POP LE ON SPACKLED LINEN	110	2					N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
2/1	9033	9	37.15	G202337 R	assorted		18X55 SPC CLEAR VIEW FRAMED	110	1		G	2		N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
2/2	9033	9	37.15	G202335 R	assorted		18X55 SPC SPRING MEDITATION	110	1		G			N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			
2/3	9090	9	62.25	A232036	assorted		6040 SPC SHALLOW REFLECTION (HAND PAINT ON CANVAS BOARD IN TRAY MOULDI	220	2					N	L
SIZE RATIO:		LABELS:		LABEL CODE:		CONTENT:		TKT MSG 1: GALLERY		TKT MSG 2:		COC DUE DATE:			



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DEPT: 48	DOMESTIC PO NO: 424392	REFERENCE NO: W771537160	CIR#:	VENDOR NO: N485	VENDOR NAME: E AND E CO LTD/JLA GALLERY
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PAGE/LINE	VENDOR STYLE	COLOR	DETAILED DESCRIPTION	SIZE RATIO	TOTAL UNITS	NEST CODE	PACK UNITS		# NEST PACKS	# PACKS PER MST CTN	MST CTN UNITS	# MST CTNS
							VP	SR				
1/1	G212216	assorted	5528 6030 SPC BLUE ISLAND LE		220	A		1			1	
1/2	G192528R	assorted	5828 6030 SPC RIPARIAN		220	A		1			1	
TOTAL					440	A		2	220		2	220
1/3	G232022	assorted	2836 SPC MEDITATION I (LE on Spackled Linen)		220			2		110		
1/4	G222007	assorted	3648 (3628) SPC SCENIC TRAIL Linen Liner no foi		220			2		110		
1/9	C23L730	assorted	6040 OCEAN ABSTRACT VI SPC (Hand Painted Framed Canvas)		110			2		55		
1/12	G212179	assorted	6030SPC REVOLVE LE		110			2		55		
1/13	G212357R	assorted	QR 5828 SPC MEDITATION PAINTED		220			2		110		
1/14	G24L065	assorted	4836 SPC SOFT POP LE ON SPACKLED LINEN		110			2		55		
2/3	A232036	assorted	6040 SPC SHALLOW REFLECTION (HAND PAINT ON CANVAS BOARD IN TRAY MOULDI		220			2		110		
TOTAL												
1/5	G232286	assorted	3628 SPC STORM HORIZON - LIMITED EDITION PRINT ON TEXTURED PAPER		166	C		1			1	
1/6	G232017	assorted	3628 SPC PRAIRIE CLOUDS (LE on Spackled Linen)		166	C		1			1	
TOTAL					332	C		2	166		2	166
1/7	G232183	assorted	2836 SPC DRIZZLE (pallet knife paint embellished)		166	D		1			1	
1/8	G192007	assorted	2836 SPC TREE OF LIFE NO		166	D		1			1	
TOTAL					332	D		2	166		2	166
1/10	G23L678	assorted	2836 Neutral Palette Knife Abstract 3 SPC LE ON SPACKLED LINEN		110	E		1			1	
1/11	G23L675	assorted	2836 MUTED ABSTRACT SPC LE ON SPACKLED LINEN		110	E		1			1	
TOTAL					220	E		2	110		2	110
2/1	G202337R	assorted	18X55 SPC CLEAR VIEW FRAMED		110	G		1			1	
2/2	G202335R	assorted	18X55 SPC SPRING MEDITATION		110	G		1			1	
TOTAL					220	G		2	110		2	110

IMPORTANT VENDOR INSTRUCTIONS

SHIPPING AND ROUTING:

All vendors must comply with the TJX Companies Inc.'s routing instructions located on our TJX website: www.tjxlogistics.com First time users should use **tjxuser** for both the log on ID and password, then follow the prompts. If routing assistance is required, please contact the TJX Transportation Department at 800-333-1510.

PRE-TICKETING:

Please contact our Pre-Ticket Help Desk for:

- All pre-ticketing questions or problems
- Tracking ticket shipments

TO CONTACT OUR PRE-TICKET HELP DESK:

Email: vendorcentric@tjx.com

IMPORTANT TICKETING REMINDERS:

- Vendor is responsible for verification of the delivery address for price tickets and labels.
- Always destroy extra tickets when order is complete.
- Always ticket 100 % of the order.
- Never photocopy tickets
- Never use other retailers tickets.

ACCOUNTS PAYABLE:

All documents, such as invoices, correspondence, shipping documents, etc. must include the complete PO number.

The PO must include the Distribution Center Prefixes (10, 20, 30, 40, 50, 60, 70, 90)
Example: PO# 10-123456.

Invoices must:

- Designate HomeGoods
- Relate to only one DC PO and only one DC destination
- Include Dept. Number
- Include your TJX Vendor number and Pay To Vendor number (if applicable)

TJX utilizes a third party provider, Transcepta, to provide E-Invoicing capabilities. If you are a current Transcepta Customer please email registration@transcepta.com to add TJX to your account.

If you are new to Transcepta, please register at <http://connect.transcepta.com/tjx/> for the best way to transmit your invoices. You may email Transcepta at registration@transcepta.com

DO NOT mail your invoices to TJX as this will delay payment.

Payment terms are based on receipt date at each designated HomeGoods Distribution Center.

If you have questions regarding Merchandise Invoices, please contact Vendor Relations at:
774-308-3407.

TERMS AND CONDITIONS

Purchase Order Terms & Conditions (U.S. Affiliates of The TJX Companies, Inc.)

1. The purchase order (the "Order") includes the terms on the Order form, the terms set forth below, and all requirements contained in any Continuation to the Order, Supplement to the Order, Distribution and Routing Instructions to the Order, TJX's Vendor Code of Conduct (provided at www.tjxlogistics.com), any Letter of Credit issued in connection with this Order (or other payment instrument, including wire transfer requirements), as well as all requirements provided at www.tjxlogistics.com. The Order (as defined above) constitutes the entire agreement between the purchaser named on the Order form ("Buyer") and the vendor named on the Order form ("Seller") with respect to the goods referenced on the same (the "Goods") and any other subject matter of this Order. By acceptance of this Order, Seller agrees to comply with the Vendor Code of Conduct. Seller also agrees to comply with Buyer's Statement of Policy Concerning Gifts, of which Seller acknowledges receipt. Where applicable, Seller further agrees to comply with Buyer's Gemstone Quality Procedure, of which Seller acknowledges receipt. Seller agrees to require its employees to comply with Buyer's policies and procedures.

2. This Order shall not be effective unless confirmed in writing by an authorized employee of Buyer. Any Goods "put in work" or shipped prior to receipt of such written confirmation are at Seller's risk. Time is of the essence with respect to all dates and deadlines set forth in this Order. Seller shall be deemed to accept this Order upon the terms stated herein unless Seller shall give written notice of rejection within seven (7) days of the date of this Order. Upon its acceptance by Seller in accordance with the preceding sentence, this Order and the terms stated herein shall become a binding agreement between Buyer and Seller. If Seller shall accept this Order, but within said seven (7) days offers shipment dates other than those specified by Buyer in this Order or otherwise, Buyer may reject said proposed shipment dates, in whole or in part, by oral or written notice to Seller. To the extent (and only to the extent) said proposed shipment dates are not so rejected, Seller's proposed shipment dates shall become a part of this Order; this Order shall be deemed amended so as to apply only to that portion of the Goods covered by those of Seller's proposed shipment dates that are not rejected by Buyer; and as so amended, this Order shall become a binding agreement between Seller and Buyer. Except to the limited extent provided for in the preceding sentence, the Order is the only agreement between Seller and Buyer relating to the Goods; shall not be varied by any additional or inconsistent terms contained in any invoice, confirmation or other material of Seller; and may only be waived or changed by a written agreement signed by an officer of Buyer. NOTWITHSTANDING ANY LIMITATION TO THE CONTRARY CONTAINED IN ANY PRIOR OR SUBSEQUENT OFFER MADE BY SELLER WITH RESPECT TO ANY OF THE GOODS, ANY ACCEPTANCE OF ANY SUCH OFFER CREATED BY THIS ORDER OR BY ANY PRIOR OR SUBSEQUENT CONDUCT OF BUYER (INCLUDING BUYER'S ACCEPTANCE OF OR PAYMENT FOR ANY OF THE GOODS) IS EXPRESSLY MADE CONDITIONAL ON SELLER'S ASSENT TO ANY AND ALL TERMS SET FORTH IN THIS ORDER THAT MAY BE DIFFERENT FROM OR ADDITIONAL TO THE TERMS OF SUCH OFFER.

3. No receipt, rejection, acceptance, revocation of acceptance, resale, payment or other action or omission by Buyer of or in respect of the Goods shall bar Buyer from at any time exercising any remedies Buyer may have as the result of failure of Seller, or the Goods, to comply with the terms of this Order. Buyer shall have no obligation to make payment hereunder prior to acceptance of the Goods.

4. Receipt by Buyer of any Goods, irrespective of any contrary provisions contained in any document delivered or in any statement made by Seller to Buyer upon such receipt, shall not be deemed acceptance of said Goods. Such receipt shall evidence only the time and place thereof and the quantity of cartons and other shipping containers received.

5. If any part or item of the Goods fails to conform to the requirements of this Order or any warranty provided herein, or is not shipped in compliance with Buyer's shipping directions, the Goods may, at Buyer's option, be rejected in whole or in part at any time after Buyer's discovery of such failure or non-compliance, regardless of whether said Goods or any other part or item of the Goods has been previously

or may be thereafter received or accepted by Buyer. Upon such rejection, Buyer may, at its option and Seller's risk and expense, either (a) return the Goods to Seller; (b) hold the Goods for Seller's account; (c) sell the Goods for Seller's account; or (d) dispose of the Goods. In the event of any such rejection, Buyer shall, in addition to any and all other rights and remedies provided by applicable law, be entitled to a credit from Seller for the amount paid (or that would otherwise have been payable) by Buyer for the Goods so rejected and for the amount of any damages owing to Buyer from Seller in respect of such rejected Goods. In the event Buyer is entitled to reject the Goods in whole or in part under the first sentence of this paragraph or otherwise, but Buyer nonetheless elects to accept some or all of the Goods, Buyer may, in Buyer's sole discretion and without limitation on Buyer's other rights and remedies in regard to any such accepted Goods or any other of the Goods, retain any accepted Goods for its own account, in which event Buyer shall, in addition to any and all other rights and remedies provided under this Order or by applicable law, be entitled to a credit from Seller for the amount paid (or that would otherwise have been payable) by Buyer for any of the Goods that Buyer may have elected to reject and for the amount of any damages owing to Buyer from Seller in respect of the accepted Goods or any of the Goods that Buyer may have rejected. Buyer's rights to deal with rejected Goods exist notwithstanding that the Goods may be perishable or be of a type which may decline in value speedily.

6. Seller warrants that the Goods will conform to sample, order specification and standard as to quality, material(s), workmanship, fit and appearance and will be properly marked and labeled as to weight, measure, material(s) and ingredients. Seller warrants that the Goods are new, merchantable and safe, free from defects in materials or workmanship, and that the handling, wearing or use (including, as applicable, ingestion) of the same will not cause harm to any person or damage to the property of any person. Seller agrees that if the Goods are made of materials which require special laundering, cleaning, care or handling, they will be plainly marked in a conspicuous place with complete and proper instructions.

7. Seller warrants that it shall comply with, and that the Goods and the manner in which they were manufactured (whether by Seller or not) and the manner in which they are sold, conveyed or shipped to Buyer shall comply with, all international and United States federal, state, and local laws, ordinances, rules, regulations, agency policy statements, and industry standards or best practices (referred to collectively as "laws and standards") applicable to the Goods, or applicable to the advertising, design, distribution, labeling, marking, processing, pricing, production, promotion, sale or testing of the Goods, including, but expressly not limited to, laws and standards in the following areas: bribery, consumer protection, consumer product safety, hazardous substances, flammability, customs, discrimination, environment, employment, child labor, fair labor, forced labor, food, drug and cosmetic, foreign corrupt practices, occupational safety, product labeling and packaging, sexual or other unlawful harassment and transshipment. Seller warrants and agrees that all Goods comply with the Consumer Product Safety Improvement Act (15 U.S.C. § 2051 et seq.) as well as Buyer's requirements and procedures related to the same. Seller also warrants and agrees that all shipments to Buyer will comply with cargo security procedures which are in accordance with all applicable laws and standards and Buyer's requirements provided at www.tjxlogistics.com. In addition, and without limiting the foregoing, Seller agrees at Buyer's request to provide Buyer, before payment is required to be made, with test results and other records and documents of any kind sufficient to demonstrate compliance with all applicable laws and standards to Buyer's satisfaction. Seller shall retain copies of all documents necessary to demonstrate compliance with any applicable laws and standards for a period of three (3) years from the date on which the Goods are delivered to Buyer, unless a longer period is specified by Buyer or the law. In addition, and without limiting the foregoing, if Seller is a U.S. person or entity and if relevant as indicated below, Seller represents that it has executed and filed with the appropriate federal agency continuing guarantees to demonstrate compliance with the following laws, if applicable, to the Goods covered by this Order: (1) the Flammable Fabrics Act, 15 U.S.C. § 1197 and 16 C.F.R. § 1608.3 (filing a continuing guarantee with the Consumer Product Safety Commission); (2) the Textile Fiber Products Identification Act and Rules, 15 U.S.C. § 70h and 16 C.F.R. §§ 303.36-38 (filing a continuing guarantee with the Federal Trade Commission ("FTC")); (3) the Wool Products Labeling Act of 1939 and Rules, 15 U.S.C. § 68g and 16 C.F.R. §§ 300.32-34 (FTC); and/or (4) the Fur Products Labeling Act and Rules, 15 U.S.C. § 69h and 16 C.F.R. §§ 301.46-48 (FTC). Seller represents that it has performed all tests and other measures that are required for the issuance of such guarantees. Seller also agrees to provide to Buyer at Buyer's request with a copy of each such signed guarantee and all such test results, before payment is required to be made. Seller

further warrants that any and all clothing and textiles intended for use for clothing (other than children's sleepwear, for which more stringent requirements apply) that are delivered to Buyer shall meet the requirements for "intermediate flammability, Class 1," as set forth in regulations adopted pursuant to the Flammable Fabrics Act, and shall not be classified as either Class 2 or Class 3 (see 16 C.F.R. § 1610.3). Seller further warrants that the Goods have been tested to determine whether they have levels of chemicals that require a consumer warning under California's Proposition 65 (Health & Safety Code § 25249.5 et seq.) or any other law or standard, and that, unless Buyer was notified to the contrary by Seller in writing prior to the placement of this Order, none of the Goods require such a warning. Seller also warrants that the Goods do not have levels of such chemicals or other hazardous substances that would prohibit their sale under Proposition 65 or any other law or standard. Seller further agrees that, for any Goods found to contain a chemical at levels that require a warning under Proposition 65 or any other law or standard, prior to the placement of this Order Seller shall notify Buyer in writing that a warning is required for that product and provide Buyer with the appropriate product warning labels and/or signs. Seller also warrants that the Goods do not have levels of such chemicals that would prohibit or restrict their sale under any other law or standard, including California's Lead-Containing Jewelry Law (Health and Safety Code §§ 25214.1-25214.4.2). Seller warrants and represents that any gems which are a part of any goods ordered hereunder have been purchased from legitimate sources not involved in funding conflict and in compliance with United Nations resolutions. Seller hereby guarantees that such gems, including without limitation, diamonds, are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these gems.

8. Seller warrants that the Goods and their markings, labels, design and appearance do not infringe any patents, trade dress, trademarks, trade names, copyrights or other rights of others, nor unfairly compete therewith, and that the resale thereof by Buyer, to any person, in any place, with or without any such markings, labels, design or appearance, is not restricted in any manner whatsoever. Seller further warrants that all Goods bearing any name or trademark of any third party are genuine Goods manufactured with the authority, and in accordance with all applicable quality standards of such third party, and that all Goods are authorized for sale in the U.S. market. Seller agrees that all labels containing Buyer's name or trademark will be removed from any Goods not received by Buyer. Seller further agrees that all excess labels over amounts required to fill Buyer's orders will be either delivered to Buyer without charge or else destroyed, and in no way will said labels be sold or otherwise used.

9. Nothing herein shall operate to exclude Seller's warranties implied by law. No modification or exclusion of any warranty, express or implied, shall be effective unless agreed to by Buyer in a separate written instrument executed by Buyer solely for the purpose of such a modification or exclusion. No Seller's warranty shall be excluded because of Buyer's inspection of, or failure or refusal to inspect, the Goods. Seller agrees that any damage or loss resulting from any of the Goods not being as warranted by Seller will be deemed as having been proximately caused by Seller's warranty breach regardless of whether, or when, Buyer or Buyer's customers took action to inspect the Goods. Buyer shall have the right to audit and examine current or past compliance with any warranty by Seller in respect of the Goods. In that regard, Seller shall within five (5) business days of Buyer's request, provide Buyer with documentation sufficient to establish Seller's full compliance with any such warranty and shall otherwise cooperate (and ensure cooperation by any manufacturer or prior vendor of the Goods) as reasonably requested by Buyer with any such audit or examination. Seller agrees to immediately notify Buyer of any circumstance which does or may result in any of the Goods being in violation of any of Seller's warranties in respect of the Goods. Seller agrees to provide Buyer (and to cause any manufacturer or prior vendor of the Goods to provide Buyer) any documents or information requested by Buyer related to production of the Goods, including without limitation documents or information sufficient to establish Seller's compliance with any warranty that Seller may have made in respect of the Goods.

10. In the event of any violation of any warranty or other obligation of Seller under this Order or otherwise with respect to any of the Goods, Buyer shall have the right to return any or all of the Goods to Seller for full credit and/or to be compensated for any and all loss or damages suffered by Buyer as a result of such violation, and/or such return, including but not limited to Buyer's storage costs, freight costs and handling costs in respect of the Goods, Buyer's incidental and consequential damages by reason of such violation and/or any such return (it being understood that Buyer's consequential damages shall include without limitation Buyer's lost profits on resale of the Goods and shall be calculated without regard to whether

Buyer could have covered or did cover by acquiring substitute Goods), and all other costs and expenses associated with such violation or any such return. Seller agrees, at Buyer's request, to assume the defense of any claim, action, subpoena, or demand brought or made against Buyer or any of its affiliates by any third party (a "third-party claim") relating to this Order or arising out of or resulting directly or indirectly from any circumstance constituting (or which if proven would constitute) a failure or alleged failure of Seller or the Goods to conform to the terms of any obligation of Seller or any warranty made by Seller hereunder, and Seller shall be obliged to indemnify Buyer against all loss and expense, including counsel fees and costs of defending, incurred by Buyer as a result of any third-party claim that Buyer may request Seller to assume the defense of (it being understood that Buyer shall have the right to approve any settlement of such third-party claim). In the alternative, at Buyer's option, and in Buyer's sole discretion, Buyer may retain full control over the defense and settlement of any third-party claim and may require Seller to cooperate in such defense and settlement, all at Seller's expense, including counsel fees, and in such event Seller shall indemnify Buyer against all loss and expense, including counsel fees and the costs of defending, resulting from such third-party claim. Seller's indemnity hereunder shall be in favor of Buyer, and any company or organization (including any partnership and limited liability organization) controlling, controlled, by or under common control with Buyer (such companies or organizations sometimes referred to herein as "affiliates"), and each of the agents of Buyer and its affiliates. Seller agrees to maintain sufficient insurance for general liability coverage with an endorsement for products liability either naming Buyer as additional insured, or broad form vendors coverage wherein Buyer becomes a certificate holder with respect to any Goods purchased hereunder, and such a certificate shall be provided, at Buyer's request. Failure of Buyer to request or of Seller to provide a certificate of insurance shall not be construed to result in a waiver of any of Buyer's rights or Seller's obligations hereunder. Seller agrees to indemnify and hold Buyer and its affiliates and the agents of Buyer and its affiliates harmless from and against all claims or suits from third parties, including, without limitation, Buyer's customers, and all loss and expense resulting therefrom, based upon or arising from or related to injuries to persons or damage to property caused, or alleged to be caused, by any defects in the Goods.

11. If any rights of Seller hereunder shall be assigned (whether to a factor or otherwise) then, even after notice to Buyer of such assignment, the assignee shall be bound by, and subject to, any defenses which Buyer may have against Seller and any agreements made by Buyer and Seller regarding the Goods or payment there for, whether such defenses and agreements come into existence before or after such assignment (including, without limitation, any claims for defects or returns, any allowances or credits, and any offsets that Buyer may have against the original Seller). Notwithstanding any such assignment, Seller shall remain bound by all of Seller's and Seller's assignee's obligations hereunder and shall retain full liability to Buyer for any breach of such obligations, whether such breach is committed by Seller itself or by Seller's assignee.

12. In the event Seller breaches any of the provisions of this Order, or in the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including, without limitation, any proceeding for reorganization, arrangement or settlement, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or in the event any third-party claim is made against Buyer in respect of the Goods or in respect of any other merchandise that may be the subject of any other purchase order issued by Buyer or any of its affiliates to Seller, Buyer shall be entitled to cancel any unfilled part of this Order, without any further liability from Buyer to Seller hereunder whatsoever (it being understood and agreed that no such cancellation shall affect any rights or remedies Buyer would otherwise have under this Order or applicable law against Seller by reason of any breach by Seller of its obligations under this Order or of any warranty made by Seller in respect of the Goods), and Buyer shall be entitled, in addition to Buyer's other rights and remedies under this Order or applicable law, to withhold from any payments otherwise due from Buyer to Seller under this Order or otherwise an amount estimated by Buyer to be a reasonable reserve for payment to Buyer by Seller of any amounts that are or may come due to Buyer from Seller (including any amounts due for breach of contract or warranty) under this Order or any other purchase order issued by Buyer or any of its affiliates to Seller.

13. In addition to and without limitation upon any and all remedies Buyer may have hereunder or otherwise, Buyer shall have the rights (a) to recoup any amount due to Buyer or any of its affiliates from Seller from any amount due to Seller from Buyer or any of its affiliates, (b) to set off any amount due to

Seller from Buyer or any of its affiliates against any amount due to Buyer from Seller (including any amount due for breach of contract or warranty) under this Order, under any other contract between the two parties, under any contract between Seller and any affiliate of Buyer or by reason of any other legal obligation that Seller may have to Buyer or any of its affiliates, and (c) to set off an amount due to Seller from Buyer or any of its affiliates under any other contract between the parties, or by reason of any other legal obligation that Buyer or any of its affiliates may have to Seller, against any amount due to Buyer or any of its affiliates from Seller (including any amount due for breach of contract or warranty) under this Order.

14. Buyer shall have the right in case of fire, vandalism, malicious mischief, other casualty, war, civil commotion, embargo, governmental regulation or labor dispute, or any event beyond its reasonable control to cancel this Order in whole or in part.

15. Title to the Goods and risk of loss or damages shall pass to Buyer at the F.O.B. point on the face of the Order form.

16. Prices and other terms noted herein include any tax, city, state or federal, that may be imposed. For payment purposes, all invoices for Goods received on or after the twentieth (20th) day of the month will be considered invoiced as of the first (1st) day of the following month.

17. This Order, and any claim arising under, based upon, or relating to this Order or the transaction contemplated by this Order, shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, but without giving effect to any choice or conflict of law provision or rule that would cause application of the law of any other jurisdiction. Any action by Seller for breach of this Order must be commenced, and Buyer must be served with process in any such action, within a year of the date of breach. All suits or proceedings by Seller against Buyer and its affiliates based upon or arising out of or relating to this Order or the Goods shall be brought or maintained only in courts of proper jurisdiction located in the Commonwealth of Massachusetts. Seller submits to the jurisdiction of the Massachusetts courts, and as well to the jurisdiction of any other court in which a third-party claim may be brought against Buyer, for purposes of any suit or proceeding by Buyer or any of its affiliates or any agent of Buyer or any of its affiliates based upon or arising out of or relating to this Order or the Goods, and Seller agrees that it will not seek a transfer or jurisdictional dismissal of any such suit or proceeding brought in any such court. All rights and remedies of Buyer provided herein shall be cumulative to one another and cumulative to any rights and remedies to which Buyer is entitled by law. Nothing herein shall exclude or limit any other rights and remedies to which Buyer is entitled by law. The invalidity of any provision hereof shall not affect the validity of any other provision, and the failure to enforce any provision herein as to any of the Goods shall not be deemed a waiver of such enforcement as to such Goods or to any of the other Goods.