ROSS
DRESS FOR LESS

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

PURCHASE ORDER NO
11015426

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 #	43408418
VENDOR NAME	E & E Co., Ltd dba JLA Home
BUYER #	8987

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.

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

ORDER DATE	PORT ARRIVAL DATE	PO START DATE	PO CANCEL DATE	PRETICKET DATE	PRETICKET TYPE	PAYMENT TERM:	PACKING METHOD	ALL CARTONS MUST BE MARKED: FROM: Your Company Name Address City, State, Zip Code PO #: 11015426 Style #: _____ 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 pick-up 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
						60 DAYS			
						PAYMENT METHOD:			
06/20/24	10/25/24	10/29/24	11/03/24	07/04/24	Y	Open Account	Bulk/Flat No Hanger		

VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
AUDI VELVET	HNG NATORI AUDIE MATTE FOIL METALLIC FLORAL QUAIL F/Q	20.60	70.00	900	LT PURPLE-LAVENDAR	1	Pack AA

VENDOR ITEM COMMENTS	ROSS ITEM #	LABEL	SIZE	GW	LABOR	SAMPLES	NEED BY DATES	NESTED PK QTY	PREPACK/INNER
		NATORI	FUL/QN			PREPRO TOP	08/26/24 09/10/24	900	1

VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
RIDGE HERRINGBONE FAUX WOOL	HNG WOOLRICH RIDGE HERRINGBONE FAUX WOOL MULTI F/Q	17.46	60.00	900	MULTI	1	Pack AA

VENDOR ITEM COMMENTS	ROSS ITEM #	LABEL	SIZE	GW	LABOR	SAMPLES	NEED BY DATES	NESTED PK QTY	PREPACK/INNER
		WOOLRICH	FUL/QN			PREPRO TOP	08/26/24 09/10/24	900	1

VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
AUDI VELVET	HNG NATORI AUDIE MATTE FOIL METALLIC FLORAL QUAIL K	23.70	80.00	600	LT PURPLE-LAVENDAR	1	Pack BB

VENDOR ITEM COMMENTS	ROSS ITEM #	LABEL	SIZE	GW	LABOR	SAMPLES	NEED BY DATES	NESTED PK QTY	PREPACK/INNER
		NATORI	KING					600	1

VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
RIDGE HERRINGBONE FAUX WOOL	HNG WOOLRICH RIDGE HERRINGBONE FAUX WOOL MULTI K	20.37	70.00	600	MULTI	1	Pack BB

VENDOR ITEM COMMENTS	ROSS ITEM #	LABEL	SIZE	GW	LABOR	SAMPLES	NEED BY DATES	NESTED PK QTY	PREPACK/INNER
		WOOLRICH	KING					600	1

TOTAL QTY	TOTAL COST
3,000	60,696.00

GUARANTY - Vendor hereby represents that reasonable and representative tests, make in accordance with procedures prescribed and applicable standards or regulations issued, ammended 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

SPECIAL INSTRUCTIONS TO VENDOR

1. All payment terms are based upon receipt of goods at Ross warehouse facility
2. Merchandise received on or after the 20th of the month will be considered as being received on the 1st of the next month
3. All cartons must be labeled with Ross purchase order and vendor's name.
4. all merchandise must be individually marked conspicuously, legibly, and permanently in English with the county of origin of the goods
5. Packing slip must accompany merchandise, its location must be clearly identified and must contain the number of cartons to which that Packing slip pertains
6. Reference on invoice: purchase order number, number of cartons, number of units and weight
7. Do not combine two or more orders in the same carton.
8. Ship style complete
9. No substitution or back orders
10. All Domestic PO invoices must follow the guidelines at https://partners.rossstores.com

JEWELRY AND WATCH SHIPMENTS INBOUND TO ROSS

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 #, Individual Coast, Extended Cost. Payment terms are based on the receipt of goods. Merchandise received on or after the 20th of the month will be considered as being received on the 1st of the next month. All merchandise must be packaged in individual zip lock polybags. 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) 382-2700.

FREIGHT BILLING - All vendors to bill 3rd Party to Ross using FedEx account # ending in "409"
SHIPMENT INFO - PO #s and selling unit QTYs should be entered when creating the FedEx label for a box

SHIPPING INSTRUCTIONS	SHIPPING ADDRESS	ALL BOXES MUST BE MARKED FROM:
Domestic Shipments FedEx Ground from vendors East of Missouri FedEx Priority Overnight from vendors West of Illinois International Shipments FedEx International Economy	Ross Procurement, Inc. - ECDC 206 Allen Rd. Carlisle, PA 17013	Your Company Name Address City, State, Zip Code Ross PO #: 11015426

TERMS AND CONDITIONS

COMPLIANCE WITH LAWS AND VENDOR REQUIREMENTS

1. 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 ENFORMENT ACT OF 1986 ("PROPOSITION 65"), U.S. FEDERAL CHILD LABOR LAWS, FEDERAL, STATE, AND LOCAL LAWS REGULATING MANUFACTURING AND SALE OF MERCHANDISE, AND THE WEIGHTS AND MEASURES AS REQUIRED BY THE STANDARDS OF GOVERNMENT.
2. THE PROPER GUARANTEES OF THE INVOICE COVERING THIS ORDER ARE IN THE FORM REQUIRED BY THE FEDERAL TRADE COMMISSION.
3. 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 AND TOY LABELING ACT, AND THE TEXTILE FIBER PRODUCTS IDENTIFICATION ACT.
4. ALL MERCHANDISE MUST BE INDIVIDUALLY MARKED CONSPICUOUSLY, LEGIBLY, AND PERMANENTLY WITH THE COUNTRY OF ORIGIN.
5. THE PURCHASE ORDER WILL NOT INTERFERE WITH ANY CONTRACTUAL RIGHTS OF A THIRD PARTY.
6. REASONABLE TESTS WERE PERFORMED TO ENSURE THE MERCHANDISE IS IN COMPLIANCE WITH THE FLAMMABLE FABRICS ACT, AS APPLICABLE.
7. THE MERCHANDISE IS NOT MANUFACTURED USING ANY SLAVE, CHILD, OR PRISON LABOR, AND THE MANUFACTURING FACILITIES SUBSTANTIALLY CONFORM TO WORKER SAFETY REQUIREMENTS.
8. 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 WILL MAKE 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 DOES NOT CONSTITUTE GRAY MARKET GOODS.
9. THE VENDOR IS AUTHORIZED BY THE OWNER OR LICENSEES OF ANY AND ALL TRADEMARKS, TRADE NAMES, TRADE DRESS, COPYRIGHTS, PATENTS, AND OTHER INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH THE MERCHANDISE.
10. THE VENDOR HAS GOOD TITLE TO THE MERCHANDISE, WHICH IS FREE AND CLEAR OF ANY LIENS.
11. 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 FOLLOWING APPLIES: (A) THE ARTICLES ARE WHOLLY THE GROWTH PRODUCT OR MANUFACTURE OF A BDC OR AN ASSOCIATION OF COUNTRIES TREATED AS BDC OR (B) AT LEAST 35% OF THE APPRAISED VALUE OF THE ARTICLE IS ATTRIBUTABLE TO (I) THE COST OR VALUE OF THE MATERIALS PRODUCED IN THE BDC (OR ASSOCIATION OF COUNTRIES TREATED AS A BDC) AND (II) THE DIRECT COSTS PROCESSING IN THE BDC (OR ASSOCIATION OF COUNTRIES TREATED AS A BDC).
12. 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 THE MERCHANDISE. VENDOR AGREES TO SUBMIT THE GSP DECLARATION TO CUSTOMS WITHIN SIXTY DAYS OF REQUEST. VENDOR ALSO AGREES TO MAINTAIN ALL SUCH PRODUCTION AND MANUFACTURING EVIDENCE FOR A PERIOD OF FIVE YEARS.
13. VENDOR REPRESENTS THAT IT COMPLIES WITH THE FOREIGN CORRUPT PRACTICES ACT.
14. BUYER 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.

SHIPMENT AND PAYMENT REQUIREMENTS AND TERMS

15. 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.
16. THE MERCHANDISE WILL BE SHIPPED: ONLY 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.
17. FOR BUYING IMPORT POs, BUYING COMMISSIONS, SELLING COMMISSIONS, AND DUTIABLE ROYALTIES MUST BE CLEARLY NOTED ON THE COMMERCIAL INVOICE.
18. 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.
19. BUYER HAS THE RIGHT TO CHARGE BACK TO THE VENDOR: (A) EXCESS CHARGES INCURRED BY BUYER DUE TO INCORRECT WEIGHT OR FREIGHT DESCRIPTION; (B) EXCESS COSTS DUE TO SPLIT SHIPMENTS OR NON-COMPLIANCE WITH ROUTING INSTRUCTIONS; (C) $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.
20. 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.
21. VENDOR WILL KEEP CONFIDENTIAL AND WILL NOT DISCLOSE TO ANY THIRD PARTY ANY NON-PUBLIC OR UNPUBLISHED INFORMATION RELATING TO BUYER'S COST OF GOODS SOLD OR OTHER COSTS, PROFITS, OR PROFIT MARGINS, INCLUDING WITHOUT LIMITATION ANY PRICES SHOWN ON THE FRONT SIDE HEREOF (OR ANY RELATED INVOICES).

DISPUTE RESOLUTION

22. 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 KNOW OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY HEREIN FAILS OF ITS ESSENTIAL PURCHASE.
23. AT ITS OWN EXPENSE, VENDOR 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, ATTORNEYS' FEES AND COSTS INCURRED BY BUYER OR FOR WHICH BUYER BECOMES 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, GOVERNMENTAL 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 REPRESENT IT IN CONNECTION WITH SUCH CLAIM AT VENDOR'S SOLE EXPENSE. IT IS THE INTENT OF THE PARTIES HERETO THAT ALL INDEMNITY OBLIGATIONS BE WITHOUT LIMIT, WITHOUT REGARD AS TO WHETHER OR NOT BUYER FURNISHES SPECIFICATIONS OR INSPECTS THE GOODS, AND WITHOUT REGARD AS TO THE NEGLIGENCE OF ANY PARTY OR PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE. ADDITIONALLY, THE OBLIGATION TO DEFEND IS SEPARATE FROM THE OBLIGATION TO INDEMNIFY AND HOLD HARMLESS; AND VENDOR MUST PAY ANY FEES OR COSTS OF DEFENSE AS THEY ARE INCURRED AND BECOME DUE.
24. IN THE EVENT OF A CLAIM, BUYER HAS THE RIGHT TO EITHER CANCEL THE PURCHASE ORDER, RETURN THE MERCHANDISE, DESTROY THE MERCHANDISE, DELIVER THE MERCHANDISE TO A THIRD PARTY, WITHHOLD PAYMENTS DUE TO SELLER, AND OFFSET ANY AMOUNTS DUE TO SELLER BY ANY ACTUAL OR ESTIMATED LOSS INCURRED BY BUYER.
25. VENDOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY BUYER FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, LOSSES, DAMAGES, ACTIONS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES ARISING OUT OF ANY ACTUAL OR ALLEGED DEATH OR INJURY TO ANY PERSON OR OTHER DAMAGES OR LOSSES BY WHOMSOEVER SUFFERED, RESULTING OR CLAIMED TO RESULT IN WHOLE OR IN PART FROM GUARANTIES OR WARRANTIES HEREUNDER OR IN ANY WAY CLAIMED TO BE CONNECTED TO THIS PURCHASE ORDER OR RESULTING IN WHOLE OR IN PART FROM ANY ACTUAL OR ALLEGED DEFECT IN SAID GOODS OR SERVICES, AND SUCH OBLIGATIONS SHALL SURVIVE ACCEPTANCE OF THE GOODS OR SERVICES AND PAYMENTS THEREFORE BY BUYER.
26. VENDOR LIABILITY FOR SAID INDEMNITY SHALL APPLY TO ANY AND ALL LOSSES AS SET OUT ABOVE, WHETHER ARISING OUT OF THE ACTS OR OMISSIONS, WILLFUL MISCONDUCT OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF VENDOR OR IF IN ANY WAY CONNECTED TO THE GOODS OR SERVICES AS REFLECTED IN THE PURCHASE ORDER AND WILL NOT BE REDUCED BY ANY NEGLIGENCE OF BUYER, WHETHER ACTIVE OR PASSIVE AND WILL APPLY REGARDLESS OF THE CAUSE OF THE LOSS UNLESS SAID CAUSE AROSE OUT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER.
27. ANY DISPUTE REGARDING THIS PURCHASE ORDER OR THE MERCHANDISE WILL BE CONSTRUED UNDER CALIFORNIA LAW, INCLUDING THE LAW RELATING TO PRODUCTS LIABILITY, NEGLIGENCE AND INDEMNITY. THE PARTIES AGREE THAT ANY DISPUTE WILL BE RESOLVED EXCLUSIVELY IN THE STATE AND FEDERAL COURTS IN ALAMEDA COUNTY, CALIFORNIA.

INSURANCE

28. VENDOR WARRANTS AND REPRESENTS THAT THEY CARRY COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING PRODUCTS AND COMPLETED OPERATIONS COVERAGE AS WELL AS CONTRACTUAL LIABILITY COVERAGE. SUCH INSURANCE SHALL CONTAIN POLICY LIMITS OF NO LESS THAN $2 MILLION PER OCCURRENCE/$5 MILLION AGGREGATE POLICY LIMITS. SUCH INSURANCE SHALL BE PRIMARY AND NON-CONTRIBUTORY. SUCH INSURANCE SHALL BE PLACED WITH AN ADMITTED INSURANCE CARRIER IN THE UNITED STATES OF AMERICA OR ITS TERRITORIES WITH AN AM BEST RATING OF AT LEAST A-VII OR GREATER. THE POLICY LIMITS REQUIRED HEREIN CAN BE MET WITH ANY COMBINATION OF PRIMARY, UMBRELLA OR EXCESS POLICIES OF INSURANCE SO LONG AS THEY PROVIDE THAT THE PURCHASER IS ADDED AS AN ADDITIONAL INSURED FOR ANY LOSS ASSOCIATED WITH OR ARISING OUT OF THE MERCHANDISE OR PRODUCT(S) THAT ARE PURCHASED UNDER THIS PURCHASE ORDER. SUCH COVERAGE SHALL ALSO INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF PURCHASER.

CONTRACT PERFORMANCE

29. BUYER SHALL HAVE THE RIGHT TO CANCEL THIS PURCHASE ORDER AND/OR DELAY PERFORMANCE, IN WHOLE OR IN PART, DUE TO CAUSES BEYOND ITS REASONABLE CONTROL THAT AFFECT EITHER BUYER'S BUSINESS OR VENDOR'S PERFORMANCE, WHICH COULD INCLUDE ACTS OF NATURE, ACTS OF ANY GOVERNMENT, PANDEMICS, WARS, TERRORISM, CIVIL UNREST, FIRES, FLOODS, ACCIDENTS, STRIKES, COMMUNICATION FAILURES, STATE OR NATION-WIDE POWER FAILURES OR BLACKOUTS, OR EMBARGOS. BUYER SHALL GIVE REASONABLE NOTICE OF CANCELLATION PURSUANT TO THIS PARAGRAPH AND SHALL NOT BE LIABLE FOR ANY DAMAGES OR COSTS INCURRED BY VENDOR, EXCEPT AS TO MERCHANDISE THAT BUYER HAS ACCEPTED PRIOR TO THE CANCELLATION.
30. BUYER SHALL HAVE THE RIGHT TO CANCEL THIS PURCHASE ORDER, IN WHOLE OR IN PART, WITHOUT PENALTY, SUBJECT TO EVENT(S) PROXIMATELY RELATED AND/OR CAUSED BY BUSINESS IMPOSSIBILITY, IMPRACTICALITY, INSOLVENCY, BANKRUPTCY, THIRD-PARTY CLAIMS, AND/OR A FAILURE OF VENDOR TO COMPLY WITH THE AGREED UPON TERMS. BUYER SHALL GIVE REASONABLE NOTICE OF CANCELLATION PURSUANT TO THIS PARAGRAPH AND SHALL NOT BE LIABLE FOR ANY DAMAGES OR COSTS INCURRED BY VENDOR, EXCEPT AS TO MERCHANDISE THAT BUYER HAS ACCEPTED PRIOR TO THE CANCELLATION.
31. THIS PURCHASE ORDER IN ADDITION TO THE SELLER CONTINUING INDEMNIFICATION AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES REGARDING THE SUBJECT MATTER AND SUPERSEDES ALL OTHER RELATED DOCUMENTS AND AGREEMENTS (E.G., SALES ACKNOWLEDGEMENT OR INVOICE). A WAIVER OF NON-PERFORMANCE OF ANY AGREEMENT IS DEEMED INVALID OR UNFORCEABLE, THAT PROVISION WILL BE REFORMED AND CONSTRUED CONSISTENTLY WITH APPLICABLE LAW AS NEARLY AS POSSIBLE TO REFLECT THE ORIGINAL INTENTIONS OF THIS PURCHASE ORDER; AND IN ANY EVENT, THE REMAINING PROVISIONS OF THIS PURCHASE ORDER WILL REMAIN IN FULL FORCE AND EFFECT.
32. BY SHIPPING GOODS UNDER THIS PURCHASE ORDER, THE VENDOR AGREES TO THE TERMS OF THIS PURCHASE ORDER. BUYER OBJECTS AND REJECTS ALL TERMS AND MODIFICATIONS WHETHER CONTAINED IN VENDOR'S INVOICE OR OTHERWISE, THAT DIFFER FROM THESE CONDITIONS. ACCEPTANCE OF ANY OFFER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS IN THIS PURCHASE ORDER.
33. IN THE EVENT MERCHANDISE FAILS TO CONFORM TO THE REQUIREMENTS OF THIS ORDER OR FAILS TO COMPLY WITH THE FOREGOING WARRANTIES OR THE TERMS OF THE VENDOR COMPLIANCE MANUAL (NONCONFORMING MERCHANDISE), BUYER, AT ITS SOLE OPTION, AND AT VENDOR'S SOLE COST AND EXPENSE, MAY ELECT TO ACCEPT, CANCEL, REJECT, RETURN, OR DISPOSE OF ALL OR ANY PART OF THIS ORDER.
34. THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS SPECIFICALLY EXCLUDED FROM THIS ORDER.