



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

PURCHASE ORDER NO
 11007723

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	PO START DATE	PO CANCEL DATE	PRETTICKET DATE	TYPE	PAYMENT TERM:	PAYMENT METHOD:	PACKING METHOD	ALL CARTONS MUST BE MARKED: FROM: Your Company Name City, State, Zip Code PO #: 11007723 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 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
06/13/24	10/01/24	10/06/24	06/27/24	Y	60 DAYS	Open Account	Bulk/Flat No Hanger		

VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
GINGERBREAD PINK	HNG XMAS GINGERBREAD PINK F/Q	13.60	60.00	750	PINK/CORAL-BLUSH	1	Pack AA
	VENDOR ITEM COMMENTS	LABEL	SIZE	GW	SAMPLES	NEED BY DATES	NESTED PK QTY
		PEPPERMINT PLACE	FUL/QN		PREPRO	07/29/24	750
					TOP	08/13/24	1
VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
SCANDI FOREST RED	HNG XMAS SCANDI FOREST RED F/Q	13.60	60.00	750	RED	1	Pack AA
	VENDOR ITEM COMMENTS	LABEL	SIZE	GW	SAMPLES	NEED BY DATES	NESTED PK QTY
		PEPPERMINT PLACE	FUL/QN		PREPRO	07/29/24	750
					TOP	08/13/24	1
VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
GINGERBREAD PINK	HNG XMAS GINGERBREAD PINK K	15.80	70.00	750	PINK/CORAL-BLUSH	1	Pack BB
	VENDOR ITEM COMMENTS	LABEL	SIZE	GW	SAMPLES	NEED BY DATES	NESTED PK QTY
		PEPPERMINT PLACE	KING				750
							1
VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
SCANDI FOREST RED	HNG XMAS SCANDI FOREST RED K	15.80	70.00	750	RED	1	Pack BB
	VENDOR ITEM COMMENTS	LABEL	SIZE	GW	SAMPLES	NEED BY DATES	NESTED PK QTY
		PEPPERMINT PLACE	KING				750
							1

TOTAL QTY	TOTAL COST
3,000	44,100.00

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>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 Coat, Extended Coat. Payment terms are based on the invoice date. All invoices must be individually marked with Ross purchase order and vendors name.</p> <p>All cartons must be labeled with Ross purchase order and vendors name.</p> <p>all merchandise must be individually merchandise, its location must be clearly identified and must contain the number of cartons to which that Packing slip pertains.</p> <p>Packing slip must accompany merchandise. Its location must be clearly identified and must contain the number of cartons, number of units and weight.</p> <p>Reference on invoice: purchase order number, number of cartons, number of units and weight.</p> <p>Do not combine two or more orders in the same carton.</p> <p>Ship style complete</p> <p>No substitution or back orders</p> <p>All Domestic PO invoices must follow the guidelines at https://partners.rossstores.com</p>	<p>ALL BOXES MUST BE MARKED FROM: Your Company Name Address City, State, Zip Code Ross PO #. 11007723</p>
<p>SHIPPING INSTRUCTIONS Domestic Shipments FedEx Ground from vendors East of Missouri FedEx Priority Overnight from vendors West of Illinois</p>	<p>SHIPPING ADDRESS Ross Procurement, Inc. - ECDC 206 Allen Rd. Carlisle, PA 17013</p>
<p>TERMS AND CONDITIONS</p>	

SPECIAL INSTRUCTIONS TO VENDOR

- All payment terms are based upon receipt of goods at Ross warehouse facility.
- Merchandise must be shipped as being received on the 1st of the next month
- All cartons must be labeled with Ross purchase order and vendors name.
- all merchandise must be individually merchandise, its location must be clearly identified and must contain the number of cartons to which that Packing slip pertains.
- Packing slip must accompany merchandise. Its location must be clearly identified and must contain the number of cartons, number of units and weight.
- 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>

COMPLIANCE WITH LAWS AND VENDOR REQUIREMENTS

- 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 (PROPPOSITION 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 PROTECTION 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.
- ALL MERCHANDISE MUST NOT INTERFERE WITH ANY CONTRACTUAL RIGHTS OF A THIRD PARTY.
- ALL 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.
- ALL 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 AUTHORITY TO SELL THE MERCHANDISE TO BUYER IN THE JURISDICTIONS TO WHICH THE MERCHANDISE IS SHIPPED, AND THAT THE VENDOR IS AUTHORIZED BY THE OWNER OR LICENSEE OF ANY AND ALL TRADEMARKS, TRADE NAMES, TRADE DRESS, COPYRIGHTS, 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: (I) THE SUBJECT ARTICLE(S) ARE ELIGIBLE ARTICLES UNDER THE GSP, (2) THE ARTICLES ARE TO BE SHIPPED DIRECTLY TO THE UNITED STATES, (4) ONE COUNTRY TREATED AS BDC OR (B) AT LEAST 65% 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).
- 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, INCLUDING THE MANUFACTURING FACILITIES AND MANUFACTURING EVIDENCE TO SUPPORT THE VENDOR'S CLAIMS. THE VENDOR ALSO AGREES TO MAINTAIN ALL SUCH PRODUCTION AND MANUFACTURING EVIDENCE FOR A PERIOD OF FIVE YEARS.
- VENDOR REPRESENTS THAT IT COMPLIES WITH THE FOREIGN CORRUPT PRACTICES ACT.
- 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.

SHIPPING AND PAYMENT REQUIREMENTS AND TERMS

- 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 TITLE TO THE MERCHANDISE INCLUDING BUT NOT LIMITED TO SALES, USE, PROPERTY, AND VALUE ADDED TAXES, BUT EXCLUDING INCOME TAX.
- 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.
- FOR BUYING IMPORT POS, BUYING COMMISSIONS, SELLING COMMISSIONS, AND DUTIABLE 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; (D) 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 SPILT 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.
- 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.
- BUYER SHALL BE RESPONSIBLE FOR ALL CUSTOMS AND DUTY CHARGES AND ALL OTHER COSTS OF IMPORTATION, INCLUDING INFORMATION RELATING TO ALL FEES, COSTS OF GOODS SOLD, AND OTHER COSTS, PROFITS, OR PROFIT MARGINS, INCLUDING WITHOUT LIMITATION ANY PRICES SHOWN ON THE FRONT SIDE HEREOF (OR ANY RELATED INVOICES).

DISPUTE RESOLUTION

- 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 RESPONSIBLE FOR RECOVERY OF SUCH AMOUNTS. IN SUCH CASES, VENDOR AGREES TO WAIVE BUYER'S KNOW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH RECOVERY.
- ALL DISPUTES SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE INTERNATIONAL AND 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 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, GOVERNMENTAL ACTION (INCLUDING ADMINISTRATIVE PROCEEDING), OR ANY OTHER LEGAL PROCEEDING (INCLUDING A HEARING OF ANY OF THE FOREGOING). BUYER MAY ELECT IN ITS SOLE DISCRETION TO RETAIN COUNSEL OF ITS OWN CHOOSING TO ENFORCE THIS OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS. BUYER'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL SURVIVE THE TERMINATION OR CANCELLATION OF THIS PURCHASE ORDER OR ANY OTHER 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.

- IN THE EVENT OF A CLAIM, BUYER HAS THE RIGHT TO EITHER CANCEL THE PURCHASE ORDER, RETURN THE MERCHANDISE, DESTROY THE MERCHANDISE, ACTUATE 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.
- BUYER SHALL BE RESPONSIBLE FOR ALL COSTS OF DEFENSE, 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 GUARANTEES OR WARRANTIES HEREUNDER OR IN ANY WAY CLAIMED TO BE CONNECTED TO THIS PURCHASE ORDER OR RESULTING IN ACCEPTANCE OF THE GOODS OR SERVICES AND PAYMENTS THEREFOR BY BUYER.
- BUYER'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL APPLY TO ANY AND ALL LOSSES AS SET OUT ABOVE, WHETHER ARISING OUT OF THE ACTS OR OMISSIONS, WHETHER ACTIVE OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF VENDOR OR IF IN ANY WAY CAUSED BY VENDOR, WHETHER ACTIVE OR PASSIVE, AND WHETHER CAUSED BY THE LOSS UNLESS SAID CAUSE AROSE OUT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER.
- 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

- 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

- 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 TO MERCHANDISE THAT BUYER HAS ACCEPTED PRIOR TO THE CANCELLATION. BUYER SHALL BE RESPONSIBLE FOR ANY DAMAGES OR COSTS INCURRED BY VENDOR, EXCEPT AS TO MERCHANDISE THAT BUYER HAS ACCEPTED PRIOR TO THE CANCELLATION.
- 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 MERCHANDISE 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.
- THIS PURCHASE ORDER IN ADDITION TO THE SELLER CONTINUING INDEMNIFICATION AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT ACKNOWLEDGED BY BUYER. SUCH TERMS AND CONDITIONS SUPERSEDE ANY AGREEMENTS, TERMS, CONDITIONS, INVOICES, OR WORKORDERS, AGREEMENTS, TERMS AND CONDITIONS, OR OTHER DOCUMENTS, WHETHER WRITTEN OR UNWRITTEN, THAT PREVIOUSLY EXISTED BETWEEN THE PARTIES. THE REMAINING PROVISIONS OF THIS PURCHASE ORDER WILL REMAIN IN FULL FORCE AND EFFECT.
- BUYER AGREES TO THE TERMS OF 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 OTHER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS IN THIS PURCHASE ORDER.
- 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 SPILT 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.
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