



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

PURCHASE ORDER NO  
11041547

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 # 43407703  
VENDOR NAME JLA HOME, INC.  
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	TYPE	PAYMENT TERM:	PAYMENT METHOD:	PACKING METHOD	ALL CARTONS MUST BE MARKED: FROM: Your Company Name City, State, Zip Code PO #: 11041547 Style #: _____ To: Ross Distribution Center Address Information <a href="http://partners.rossstores.com">http://partners.rossstores.com</a>	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 <a href="http://partners.rossstores.com">http://partners.rossstores.com</a>
07/23/24	11/25/24	11/29/24	12/01/24	07/30/24	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
MONTERRY CORAL	HNG MONTERRY CORAL ENGINEERED SAGE F/Q	14.28	60.00	250	LT GREEN-LIME-MINT	1	Pack AA
	VENDOR ITEM COMMENTS						
		LABEL	SIZE	FW	SAMPLES	NEED BY DATES	NESTED PK QTY
		COASTAL DUNES	FUL/QN		PREPRO	09/22/24 10/07/24	250
		TOP			TOP		1
VISTA STRIPE	HNG VISTA STRIPE CRINKLE GAUZE BLUE F/Q	17.50	60.00	250	LT BLUE-POWDER	1	Pack AA
	VENDOR ITEM COMMENTS						
		LABEL	SIZE	FW	SAMPLES	NEED BY DATES	NESTED PK QTY
		COASTAL DUNES	FUL/QN		PREPRO	09/22/24 10/07/24	250
		TOP			TOP		1
SEASIDE TOILE	HNG SEASIDE TOILE CRINKLE GAUZE TAUPE F/Q	17.50	60.00	250	LIGHT BROWN-TAUPE	1	Pack AA
	VENDOR ITEM COMMENTS						
		LABEL	SIZE	FW	SAMPLES	NEED BY DATES	NESTED PK QTY
		COASTAL DUNES	FUL/QN		PREPRO	09/22/24 10/07/24	250
		TOP			TOP		1
MONTERRY CORAL	HNG MONTERRY CORAL ENGINEERED SAGE K	16.29	70.00	250	LT GREEN-LIME-MINT	1	Pack BB
	VENDOR ITEM COMMENTS						
		LABEL	SIZE	FW	SAMPLES	NEED BY DATES	NESTED PK QTY
		COASTAL DUNES	KING		PREPRO	09/22/24 10/07/24	250
		TOP			TOP		1
VISTA STRIPE	HNG VISTA STRIPE CRINKLE GAUZE BLUE K	20.00	70.00	250	LT BLUE-POWDER	1	Pack BB
	VENDOR ITEM COMMENTS						
		LABEL	SIZE	FW	SAMPLES	NEED BY DATES	NESTED PK QTY
		COASTAL DUNES	KING		PREPRO	09/22/24 10/07/24	250
		TOP			TOP		1
SEASIDE TOILE	HNG SEASIDE TOILE CRINKLE GAUZE TAUPE K	20.00	70.00	250	LIGHT BROWN-TAUPE	1	Pack BB
	VENDOR ITEM COMMENTS						
		LABEL	SIZE	FW	SAMPLES	NEED BY DATES	NESTED PK QTY
		COASTAL DUNES	KING		PREPRO	09/22/24 10/07/24	250
		TOP			TOP		1

TOTAL QTY	1,500	TOTAL COST	26,392.50
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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

<b>JEWELRY AND WATCH SHIPMENTS INBOUND TO ROSS</b>	
<p><b>FREIGHT TERMS:</b> 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 Cost, Extended Cost. Payment terms are based on the invoice date. All invoices must be individually marked conspicuously, legibly, and permanently in English with the county of origin of the goods. All cartons must be packed 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.</p> <p><b>FREIGHT BILLING</b> - All vendors to bill 3rd Party to Ross using FedEx account # ending in *409*  <b>SHIPMENT INFO - FO #s and selling unit QTY's should be entered when creating the FedEx label for a box</b></p>	<p><b>ALL BOXES MUST BE MARKED FROM:</b>  Your Company Name  Address  City, State, Zip Code  Ross PO #. 11041547</p>
<p><b>SHIPPING INSTRUCTIONS</b>  Domestic Shipments  FedEx Ground from vendors East of Missouri  FedEx Priority Overnight from vendors West of Illinois</p>	<p><b>SHIPPING ADDRESS</b>  Ross Procurement, Inc. - ECDC  206 Allen Rd.  Carlisle, PA 17013</p>

<p><b>SPECIAL INSTRUCTIONS TO VENDOR</b></p> <ol style="list-style-type: none"> <li>All payment terms are based upon receipt of goods at Ross warehouse facility</li> <li>Cartons must be marked as being received on the 1st of the next month</li> <li>All cartons must be labelled with Ross purchase order and vendor's name</li> <li>All merchandise must be individually marked conspicuously, legibly, and permanently in English with the county of origin of the goods</li> <li>Packing slip must accompany merchandise, its location must be clearly identified and must contain the number of cartons to which that Packing slip pertains</li> <li>Reference on invoice: purchase order number, number of cartons, number of units and weight</li> <li>Do not combine two or more orders in the same carton.</li> <li>Ship style complete</li> <li>No substitution or back orders</li> <li>All Domestic PO invoices must follow the guidelines at <a href="https://partners.rossstores.com">https://partners.rossstores.com</a></li> </ol>	<p><b>TERMS AND CONDITIONS</b></p> <p><b>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 THIRD PARTY 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 SHALL SURVIVE THE TERMINATION OF THIS PURCHASE ORDER AND 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.</b></p> <p>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.</p> <p>25. 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 PASSIVE, ON THE PART OF VENDOR OR IF IN ANY WAY CAUSED BY THE 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 OF BUYER.</p> <p>26. VENDOR'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 PASSIVE, ON THE PART OF VENDOR OR IF IN ANY WAY CAUSED BY THE 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 OF BUYER.</p> <p>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.</p> <p><b>INSURANCE</b></p> <p>28. VENDOR WARRANTS AND REPRESENTS THAT THEY CARRY COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING PRODUCTS AND COMPLETED OPERATIONS COVERAGE AS WELL AS CONTRAUCT 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.</p> <p><b>CONTRACT PERFORMANCE</b></p> <p>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 SUCH CANCELLATION TO VENDOR PRIOR TO THE CANCELLATION OF THIS PURCHASE ORDER.</p> <p>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 OF THIS PURCHASE ORDER TO VENDOR 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.</p> <p>31. THIS PURCHASE ORDER IN ADDITION TO THE SELLER CONTINUING INDEMNIFICATION AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BUYER'S ACCEPTANCE OF THIS PURCHASE ORDER SHALL BE DEEMED AN AGREEMENT TO ACCEPT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER, AND IN ANY EVENT, THE REMAINING PROVISIONS OF THIS PURCHASE ORDER WILL REMAIN IN FULL FORCE AND EFFECT.</p> <p>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.</p> <p>33. VENDOR'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 PASSIVE, ON THE PART OF VENDOR OR IF IN ANY WAY CAUSED BY THE 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 OF BUYER.</p> <p>34. THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS SPECIFICALLY EXCLUDED FROM THIS ORDER.</p>
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**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 SAFE DRINKING WATER ACT, 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.

2. 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.

3. ALL MERCHANDISE MUST BE INDIVIDUALLY MARKED CONSPICUOUSLY, LEGIBLY, AND PERMANENTLY WITH THE COUNTRY OF ORIGIN.

4. THE PURCHASE ORDER WILL NOT INTERFERE WITH ANY CONTRACTUAL RIGHTS OF A THIRD PARTY.

5. 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 PASSIVE, ON THE PART OF VENDOR OR IF IN ANY WAY CAUSED BY THE 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 OF BUYER.

6. THE MERCHANDISE IS NOT MANUFACTURED USING ANY SLAVE, CHILD, OR PRISON LABOR, AND THE MANUFACTURING FACILITIES SUBSTANTIALLY CONFORM TO WORKER SAFETY REQUIREMENTS.

7. 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 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.

8. THE VENDOR HAS GOOD TITLE TO THE MERCHANDISE, WHICH IS FREE AND CLEAR OF ANY LIENS.

9. 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 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); (II) THE DIRECT COSTS PROCESSING IN THE BDC (OR ASSOCIATION OF COUNTRIES TREATED AS A BDC);

10. 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 IN THE BDC, INCLUDING THE MANUFACTURING EVIDENCE FOR A PERIOD OF FIVE YEARS. VENDOR ALSO AGREES TO MAINTAIN ALL SUCH PRODUCTION AND MANUFACTURING EVIDENCE FOR A PERIOD OF FIVE YEARS.

11. VENDOR REPRESENTS THAT IT COMPLIES WITH THE FOREIGN CORRUPT PRACTICES ACT.

12. 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**

13. 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 RISK TO THE MERCHANDISE INCLUDING BUT NOT LIMITED TO SALES, USE, PROPERTY, AND VALUE ADDED TAXES, BUT EXCLUDING INCOME TAX.

14. 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.

15. FOR BUYING IMPORT POS, BUYING COMMISSIONS, SELLING COMMISSIONS, AND DUTIABLE ROYALTIES MUST BE CLEARLY NOTED ON THE COMMERCIAL INVOICE.

16. 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 COUNTRY OF ORIGIN; (E) THE COUNTRY OF MANUFACTURE; (F) THE COUNTRY OF EXPORT; (G) THE NUMBER OF INVOICES; (H) THE NUMBER OF PACKING SLIPS; (I) THE NUMBER OF CARTONS; (J) THE NUMBER OF UNITS; (K) THE NUMBER OF PACKING SLIPS; (L) THE NUMBER OF INVOICES; (M) THE NUMBER OF PACKING SLIPS; (N) THE NUMBER OF CARTONS; (O) THE NUMBER OF UNITS; (P) THE NUMBER OF PACKING SLIPS; (Q) THE NUMBER OF INVOICES; (R) THE NUMBER OF PACKING SLIPS; (S) THE NUMBER OF CARTONS; (T) THE NUMBER OF UNITS; (U) THE NUMBER OF PACKING SLIPS; (V) THE NUMBER OF INVOICES; (W) THE NUMBER OF PACKING SLIPS; (X) THE NUMBER OF CARTONS; (Y) THE NUMBER OF UNITS; (Z) THE NUMBER OF PACKING SLIPS; (AA) THE NUMBER OF INVOICES; (AB) THE NUMBER OF PACKING SLIPS; (AC) THE NUMBER OF CARTONS; (AD) THE NUMBER OF UNITS; (AE) THE NUMBER OF PACKING SLIPS; (AF) THE NUMBER OF INVOICES; (AG) THE NUMBER OF PACKING SLIPS; (AH) THE NUMBER OF CARTONS; (AI) THE NUMBER OF UNITS; (AJ) THE NUMBER OF PACKING SLIPS; (AK) THE NUMBER OF INVOICES; (AL) THE NUMBER OF PACKING SLIPS; (AM) THE NUMBER OF CARTONS; (AN) THE NUMBER OF UNITS; (AO) THE NUMBER OF PACKING SLIPS; (AP) THE NUMBER OF INVOICES; (AQ) THE NUMBER OF PACKING SLIPS; (AR) THE NUMBER OF CARTONS; (AS) THE NUMBER OF UNITS; (AT) THE NUMBER OF PACKING SLIPS; (AU) THE NUMBER OF INVOICES; (AV) THE NUMBER OF PACKING SLIPS; (AW) THE NUMBER OF CARTONS; (AX) THE NUMBER OF UNITS; (AY) THE NUMBER OF PACKING SLIPS; (AZ) THE NUMBER OF INVOICES; (BA) THE NUMBER OF PACKING SLIPS; (BB) THE NUMBER OF CARTONS; (BC) THE NUMBER OF UNITS; (BD) THE NUMBER OF PACKING SLIPS; (BE) THE NUMBER OF INVOICES; (BF) THE NUMBER OF PACKING SLIPS; (BG) THE NUMBER OF CARTONS; (BH) THE NUMBER OF UNITS; (BI) THE NUMBER OF PACKING SLIPS; (BJ) THE NUMBER OF INVOICES; (BK) THE NUMBER OF PACKING SLIPS; (BL) THE NUMBER OF CARTONS; (BM) THE NUMBER OF UNITS; (BN) THE NUMBER OF PACKING SLIPS; (BO) THE NUMBER OF INVOICES; (BP) THE NUMBER OF PACKING SLIPS; (BQ) THE NUMBER OF CARTONS; (BR) THE NUMBER OF UNITS; (BS) THE NUMBER OF PACKING SLIPS; (BT) THE NUMBER OF INVOICES; (BU) THE NUMBER OF PACKING SLIPS; (BV) THE NUMBER OF CARTONS; (BW) THE NUMBER OF UNITS; (BX) THE NUMBER OF PACKING SLIPS; (BY) THE NUMBER OF INVOICES; (BZ) THE NUMBER OF PACKING SLIPS; (CA) THE NUMBER OF CARTONS; (CB) THE NUMBER OF UNITS; (CC) THE NUMBER OF PACKING SLIPS; (CD) THE NUMBER OF INVOICES; (CE) THE NUMBER OF PACKING SLIPS; (CF) THE NUMBER OF CARTONS; (CG) THE NUMBER OF UNITS; (CH) THE NUMBER OF PACKING SLIPS; (CI) THE NUMBER OF INVOICES; (CJ) THE NUMBER OF PACKING SLIPS; (CK) THE NUMBER OF CARTONS; (CL) THE NUMBER OF UNITS; (CM) THE NUMBER OF PACKING SLIPS; (CN) THE NUMBER OF INVOICES; (CO) THE NUMBER OF PACKING SLIPS; (CP) THE NUMBER OF CARTONS; (CQ) THE NUMBER OF UNITS; (CR) THE NUMBER OF PACKING SLIPS; (CS) THE NUMBER OF INVOICES; (CT) THE NUMBER OF PACKING SLIPS; (CU) THE NUMBER OF CARTONS; (CV) THE NUMBER OF UNITS; (CW) THE NUMBER OF PACKING SLIPS; 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(CW) THE NUMBER OF INVOICES; (CX) THE NUMBER OF PACKING SLIPS; (CY) THE NUMBER OF CARTONS; (CZ) THE NUMBER OF UNITS; (CA) THE NUMBER OF PACKING SLIPS; (CB) THE NUMBER OF INVOICES; (CC) THE NUMBER OF PACKING SLIPS; (CD) THE NUMBER OF CARTONS; (CE) THE NUMBER OF