

This order is subjected to all terms and conditions stated in the attached legal and vendor instructions information

PO: 220500 Vendor: BEAUTYREST/E&E CO DBA JLA APPAREL

<b>HOMESENSE</b>		DEPT. NO: 43	Import PO Number: 35 220500 DEAL #: D118P0CJGI			Freight Terms: P-FOB Port			
VENDOR: BEAUTYREST/E&E CO DBA JLA APPAREL		OC #:	Manufacturing Country: CHN	Country of Origin: CHN	Mode of Transportation: O-Ocean				
Vendor Contact:	NO: CK95	Buyer: CAROL CHAPMAN NO. 118 Master Label: N/A	Certificate of Origin: N	Cost Currency: USD	Duty Free: N				
AGENT Name: NO AGENT	Royalty: %	<b>PRE-TICKET INFORMATION</b>			Exiting Country: CHN	Exiting Port: SHANGHAI	Exiting State:		
		PRE-TICKET: Y VENDOR NEEDS TICKETS BY: OCT-31-2024			<b>SPECIAL VENDOR INSTRUCTIONS</b>				
PRE-TICKET INSTRUCTIONS:			VENDOR PACK: No	STORE READY (SR): Yes	Total Units: 800				
Vendor Email: n.mills-porter@jlaacanada.com, n.chianchai@jlaacanada.com, n.taylor@jlaacanada.com									
<b>DEAL CREATE DATE</b>		<b>START SHIP DATE</b>		<b>CANCEL IF NOT RECEIVED AT FREIGHT FORWARDER BY</b>		<b>PAYMENT TERMS</b>	<b>PAYMENT TYPE</b>		
OCT-25-2024		DEC-16-2024		DEC-22-2024		Days 60	From F	Due Due	Wire Payment
					Merchandise Manager:		Date:		

**IF IRREGULAR NO HOLES, STAINS, BROKEN ZIPPERS OR DAMAGES IF SAMPLE DATE(S) APPEAR, THIS ORDER IS SUBJECT TO PRE-PRODUCTION & PRODUCTION SAMPLE(S) APPROVAL**  
**CANDLES MUST HAVE CANDLE BURNING INSTRUCTIONS** **PO: 220500 Vendor: BEAUTYREST/E&E CO DBA JLA APPAREL**

PAGE-LINE	CATG	STYLE	TYPE	UNIT COST	VENDOR STYLE	COLOUR	DETAILED DESCRIPTION	UNITS	VEND PACK	SR PACK	MSTR CTN	PACKS
1-1	5483	191006	6	1.92	BRP21-0200	Silver	SPC SATIN SLV BRB	300	0	4	0	75
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags:	Hang Tags Description:	Sets:	Boxed:	Fibre Type:	Stuff Artl:	Ens/Coord:
	Ticket Type:		Ticket Message 1:		Ticket Message 2:		Label:	Label Desc:	Content:		Quebec Indicator:	
	E						N				Quebec Ready	
Size Ratio: Units/Size:												
1-2	5484	191008	6	2.17	BRP21-0201	Silver	KPC SATIN SLV BRB	100	0	4	0	25
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags:	Hang Tags Description:	Sets:	Boxed:	Fibre Type:	Stuff Artl:	Ens/Coord:
	Ticket Type:		Ticket Message 1:		Ticket Message 2:		Label:	Label Desc:	Content:		Quebec Indicator:	
	E						N				Quebec Ready	
Size Ratio: Units/Size:												
1-3	5483	191010	6	1.92	BRP21-0204	White	SPC SATIN WHT BRB	300	0	4	0	75
	Pre Prod Sample:		Prod Sample:		Inspection Required By:	Hang Tags:	Hang Tags Description:	Sets:	Boxed:	Fibre Type:	Stuff Artl:	Ens/Coord:
	Ticket Type:		Ticket Message 1:		Ticket Message 2:		Label:	Label Desc:	Content:		Quebec Indicator:	
	E						N				Quebec Ready	
Size Ratio: Units/Size:												
1-4	5484	191015	6	2.17	BRP21-0205	White	KPC SATIN WHT BRB	100	0	4	0	25



**IMPORTANT VENDOR INFORMATION  
(INCLUDING PAYMENT & SHIPPING INSTRUCTIONS)**

**NO PARTIAL SHIPMENTS WILL BE ACCEPTED  
NO FACTORY LOADS WITHOUT PRIOR AUTHORIZATION**

The Following Labels must be in English and French and permanently attached:

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- > Country of Origin
- > Fibre Content/Ingredients
- > Care/Usage Instructions
- > CA #07043

**ACCOUNTS PAYABLE**

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- > Invoices must be sent by email to [APInvoices@tjxcanada.ca](mailto:APInvoices@tjxcanada.ca). Please do not submit any other documents to this mailbox.
- > All Invoices must be sent in PDF Format, one invoice per one PDF attachment. Failure to comply, could result in processing and payment delays.
- > Please provide separate invoices for each Purchase Order (PO) Number.
- > All invoices must include the full 8-digit TJX Canada PO Number. Example PO Number: 10-333222
- > All invoices must list the Bill To address: TJX Canada - 60 Standish Court, Mississauga, ON, L5R 0G1
- > All invoices must include invoice currency, Pay To information, and AR contact information (name, phone no. and email address)
- > Payments are in accordance with the terms of this Purchase Order. Vendors may be charged back for not complying with shipping instructions as specified on Purchase Order.
- > For payment inquiries, please e-mail our helpdesk below:
  - For North American Vendors – [apvendorrelations@tjxcanada.ca](mailto:apvendorrelations@tjxcanada.ca)
  - For Overseas/Offshore Vendors – [apvendorrelations\\_wires@tjxcanada.ca](mailto:apvendorrelations_wires@tjxcanada.ca)

**SHIPPING AND ROUTING**

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- > Merchandise for Winners and HomeSense with the same ship dates must be available to ship at the same time.
- > Separate documents are required for each DC designation.
- > All Vendors should be thoroughly familiar with TJX routing guides. Please refer to TJX Logistics website for User Guides, Manuals and Freight Forwarder contacts: [www.tjxlogistics.com](http://www.tjxlogistics.com)

> All merchandise is to be routed through designated freight forwarder in the exiting country. Any inquiries regarding designated freight forwarder please call WMI Logistics Dept. @1-877-290-1971.

#### PRE TICKETING

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Please refer all questions relating to pre-ticketing to our Help Desk

Phone: 905 451 7200 Ext. 5308

E-Mail: [wmi\\_preticketinfo@tjxcanada.ca](mailto:wmi_preticketinfo@tjxcanada.ca)

#### IMPORTANT TICKETING REMINDERS

- > NEVER mix Winners, Marshalls and HomeSense tickets
- > NEVER pack Winners, Marshalls and/or HomeSense merchandise together.
- > NEVER substitute tickets
- > ALWAYS throw away tickets when order is complete
- > For Vendor Centric inquiries email [VendorCentric@tjx.com](mailto:VendorCentric@tjx.com)

#### CUSTOMS

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- > All copies of customs documents can be found on [TJXLOGISTICS.COM](http://TJXLOGISTICS.COM) and must be completed in English.
- > All documents including commercial invoices, packing lists, and commodity specific documents such as certificates, textile declarations, etc, must include the P.O. number, department number and distribution centre prefix. Example: P.O. 20-333445 Dept. 81

#### USA / MEXICO SHIPMENTS

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To receive shipment authorization and routing, Vendor must book on line. Visit [www.TJXLogistics.com](http://www.TJXLogistics.com) for booking portal access. Any inquiries pertaining to booking, routing, Canada customs regulations or documents, call 1-800-333-1510

#### OVERSEAS / OFFSHORE SHIPMENTS

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All shipments must be booked through designated freight forwarder as assigned by TJX Canada.

Refer to TJX Logistics website for User Guides, Manuals, Booking & Shipping Guidelines and Freight Forwarder contacts: [www.tjxlogistics.com](http://www.tjxlogistics.com)

#### DOCUMENTATION

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All documents such as commercial invoices, packing lists and commodity specific documents i.e visas, textile declarations, etc. must include the following details as assigned on the PO:

> Appropriate Distribution Centre Prefix as noted below:

10 for 55 West Drive, Brampton, Ont. L6T 4A1

20 for 3185 American Drive, Mississauga, Ont. L4V 1B8

25 for 3185 American Drive, Mississauga, Ont. L4V 1B8

30 for 8181 Churchill Street, Delta, B.C. V4K 0C2

35 for 8181 Churchill Street, Delta, B.C. V4K 0C2

40 for 292190 Nose Creek Blvd, Rocky View County, AB, T4A 3N7

45 for 292190 Nose Creek Blvd, Rocky View County, AB, T4A 3N7

> Complete P.O. number

> Department Number

> Example: P.O. 20-333444 Dpt. 81

Carton Markings:

Carton markings are required on every carton shipped to TJX.

Carton markings must include:

- Purchase Order Number including Purchase Order Prefix
- Ship To Address and Ship From Address
- Vendor Style Number
- Department Number
- Origin Country

Full Carton marking requirements are available on the TJX Logistics Website [www.tjxlogistics.com](http://www.tjxlogistics.com)

## TERMS AND CONDITIONS

### Purchase Order Terms & Conditions (Canadian Affiliates of The TJX Companies, Inc.)

1. The purchase order (the "Order") includes and incorporates the terms specified on a TJX-issued purchase order form that bears a PO number, the terms set forth below, the terms of any continuation to the Order, supplement to the Order, distribution and routing instructions to the Order, the WMI Routing Guide, TJX's Vendor Code of Conduct (provided at [www.tjxlogistics.com](http://www.tjxlogistics.com)), the terms of 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](http://www.tjxlogistics.com). The Order (as defined above) constitutes the entire agreement between Winners Merchants International L.P. by its general partner WMI 1 Holding Company including all its Canadian affiliates ("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 Canadian Import Rules & Regulations, TJX's Vendor Code of Conduct, and TJX's Statement of Policy Concerning Gifts, which Seller acknowledges it may access on [tjxlogistics.com](http://tjxlogistics.com), and as amended from time to time. Seller agrees to require its employees, contractors, agents, suppliers, and representatives to comply with the terms of this Order and any of Buyer's applicable policies and procedures. Where Seller comprises two or more individuals or entities, the obligations of Seller under this Order and the warranties and indemnities given by or on behalf of Seller shall be joint and several on the part of all those individuals or entities comprising Seller. Seller agrees that it is not acting as an agent to Buyer under this Order.
2. Any Goods "put in work" or shipped prior to receipt of this Order 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. 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, or which are implied by trade, custom, practice or course of dealing; and may only be waived or changed by an authorized employee, contractor or agent of Buyer in writing, including by electronic means. 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 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 receipt and acceptance of all ordered Goods.
4. Receipt by Buyer of any Goods shall not be deemed acceptance of said Goods, irrespective of any contrary provisions contained in any document delivered or in any statement made by Seller to Buyer upon such receipt. Such receipt shall evidence only the time and place thereof and the quantity of cartons and other shipping containers received. Buyer shall be entitled to cancel the Order in whole or in part if Seller does not deliver the Goods in accordance with the instructions provided in the cancellation box on the Order form.
5. Seller warrants that Goods will conform to sample, order specification and standard as to quality, material(s), workmanship, fit and appearance and, as applicable, will be properly marked and labeled (including use of the metric system) as to weight, measure, material(s) and ingredients. Seller warrants that the Goods are new (unless otherwise agreed), 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 warrants 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. Seller warrants that, if applicable, Goods will be delivered with a reasonable shelf life remaining. Seller warrants that all product information (including, as applicable, ingredient lists, nutrition information, health claims, environmental claims, and descriptive claims) provided to Buyer in connection with the Goods will be truthful, substantiated, and accurate.

6. Seller warrants that shall comply with, and that the Goods shall comply with, all international (including country of origin), and Canadian federal, provincial, and local laws, ordinances, rules and regulations and all applicable industry standards and best practices (referred to collectively as "laws and standards") applicable to Seller, to the Goods, or to the design, manufacturing, testing, labeling (including in English and French language on labeling and instructions), marking, packaging, storage, processing, advertising, promotion, pricing, sale, distribution, conveyance, transportation, or clearance of the Goods (whether such activities are performed by the Seller or not), including, but expressly not limited to, the following subjects: bribery, consumer protection, product safety, product quality, hazardous substances, flammability, customs/import duties and permits, discrimination, the environment, employment, child labour, fair labour, forced labour, the regulation of food, drug and cosmetic products, plant and wood products, foreign corrupt practices, occupational safety, product labeling and packaging, sexual or other unlawful harassment and transshipment. Seller warrants that the Goods comply with all laws and standards enforced by Health Canada and any other regulatory authority, as well as Buyer's requirements and procedures related to the same. Seller warrants that it shall notify Buyer in writing at least three (3) business days before Seller or a third-party supplier to Seller announces publicly a program to recall, withdraw, repair, replace, refund, or issue new warnings/instructions for units of the Goods, regardless of whether the program is mandated by a regulatory authority or conducted voluntarily (collectively, "a Recall"). Seller warrants that all shipments to Buyer comply with cargo security laws and standards and Buyer's own cargo security requirements (provided at [www.tjxlogistics.com](http://www.tjxlogistics.com)). Seller warrants that the Goods are labeled in English and French as required by federal and provincial law. In addition, and without limiting the foregoing, Seller agrees at Buyer's request to provide Buyer, at any time including 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 were delivered to Buyer, unless a longer period is specified by Buyer or the law. Seller warrants and Seller agrees to provide Buyer with a signed guarantee in the form, if any, prescribed by such laws before payment is required to be made, that the weights, measures, sizes, legends and descriptions, if any, stamped, printed or otherwise attached to the Goods or containers or referring to the Goods are correct and comply with such laws.

7. Seller warrants that neither the manufacture, supply, purchase, appearance and/or use of the Goods, nor any markings, labels and/or designs affixed to or provided in relation to the Goods infringe or violate any patents, trade dress, trademarks, tradenames, copyrights, design rights, rights of privacy or publicity, logos, or other intellectual property rights of any third party, nor do they unfairly compete with any third party. Seller warrants that the resale thereof by Buyer, to any person, in any place within Canada, with or without any such markings, labels, designs or appearances, is not restricted in any manner whatsoever. Seller warrants that all Goods bearing or incorporating any name, trademark, copyright, or other intellectual property 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 Canada market. Seller agrees that any lot numbers, batch codes, and other similar indicia will remain intact and legible on the Goods. Seller represents that it has good title to and full rights to sell Goods to Buyer, and at the time of delivery the Goods shall be free and clear of all security interests, liens, and other encumbrances. Seller agrees that all labels containing Buyer's names or trademarks will be removed from any Goods not received by Buyer and from any goods returned to Seller. 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.

8. Seller agrees to notify Buyer in writing prior to shipment of this Order if any of the Goods (a) may not be sold or shipped to consumers in any particular location, (b) require any special handling or shipping methods, (c) are subject to any other shipping restrictions. Seller further agrees to notify Buyer in writing prior to shipment of this Order if any of the Goods are subject to any sale or shipping restrictions based on the age of the consumer.

9. Nothing herein shall operate to exclude Seller's warranties or conditions implied by law. No modification or exclusion of any warranty or condition, 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 or condition 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 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 supplier of the Goods to provide Buyer) any documents or information requested by Buyer related to the production of the Goods, including without limitation documents or information sufficient to establish Seller's compliance with any warranty that Seller may have in respect of the Goods. Seller represents that if the Order qualifies under CUSMA/USMCA, Seller will provide Buyer all certificates and back-up documentation required in connection with such qualification.

10. If Seller's action or inaction, or any part of the Goods fails to conform to the requirements of this Order (including quantities, shipping directions and delivery dates), and/or in the event of any breach of any warranty, condition, representation, or other obligation of Seller under this Order, as reasonably determined by Buyer, and/or in the event of a third-party claim (as defined below), Buyer may, at its own option and at Seller's risk and expense: (a) require Seller to pick up the Goods; (b) return the Goods to Seller; (c) hold the Goods for Seller's account; (d) sell the Goods for Seller's account; (e) dispose of the Goods; and/or (f) cancel any portion of the Order. Buyer may reject such Goods in whole or in part at any time, regardless of whether said Goods (or other units of said Goods) have been previously received or accepted by Buyer. Buyer shall be entitled, at its election, to a credit or a refund for the amount paid (or that would otherwise have been payable) for any rejected Goods and/or Goods that Buyer accepted for its own account but which Buyer could have rejected due to a failure to conform to the requirements of this Order and/or any aforementioned violation. Buyer shall also be entitled to compensation for any and all losses or damages suffered by Buyer, whether foreseeable or not, as a result of the rejected Goods or any aforementioned violation, including but not limited to Buyer's storage costs, freight costs, and handling costs in respect of the Goods, as well as Buyer's incidental and consequential damages (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). These remedies are in addition to any other rights and remedies provided by applicable law. Buyer's records relating to processing the Goods shall be conclusive evidence of the quantity of Goods received. 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.

11. Seller agrees, at Buyer's request, to assume the defense of any claim, action, subpoena, demand, government inquiry or investigation brought or made against Buyer, or against 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"), or against any employee, officer, director, contractor, or agent of Buyer (collectively "Buyer Indemnitees"), by any third party relating to this Order or arising out of or resulting directly or indirectly from any circumstance alleged to constitute a failure of Seller or the Goods to conform to the terms of any obligation of Seller or any representation or warranty made by Seller hereunder, including without limitation claims relating to injuries or death to persons or damage to property caused, or alleged to be caused, by any defects in the Goods, or by a failure to adequately warn of a risk, or by a breach of express or implied warranty or condition (collectively, "a third-party claim"). In the alternative, at Buyer's option, and in Buyer's sole discretion, Buyer may retain its own legal counsel and full control over the defense and settlement of any third-party claim and may require Seller to cooperate in such defense and settlement of any such claim, all at Seller's expense. Under either option above, Seller shall indemnify and hold harmless Buyer Indemnitees against all loss and expense, including counsel fees, expert fees, and costs of defending, incurred by Buyer Indemnitees as a result of any third-party claim. Seller understands that pursuant to the above, Seller agrees to indemnify and hold Buyer Indemnitees harmless against third-party claims relating to Buyer Indemnitees' own negligence, breach of express or implied warranty, contract, agreement, or representation. Buyer shall have the right to approve the settlement of any third-party claim. Seller agrees to indemnify and hold Buyer Indemnitees harmless from and against any loss and expense resulting from any Recall of the Goods, whether conducted by or at the direction of (a) Seller, (b) a third party direct or indirect supplier to Seller, (c) Buyer in its sole discretion to address a potential safety concern or violation of laws and standards, (d) any governmental agency or entity, or (e) a court with jurisdiction over the matter. 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.

12. 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 therefor, 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. In the event that Seller assigns its payment rights under this Order, Seller acknowledges that general or blanket notice to Buyer of such assignment is not effective. Notice to Buyer of such assignment must be provided clearly and accurately on each invoice presented for payment in order to be effective.

13. 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 (including any event analogous to any of the above in any jurisdiction), or if any person takes any steps towards any of the foregoing, then Buyer shall be entitled to cancel any unfilled part of this Order without any liability 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 due from Buyer to Seller under this Order or otherwise an amount estimated by Buyer to be a reasonable reserve for payment to Buyer 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.

14. In addition to and without limitation upon any and all remedies Buyer may have hereunder or otherwise, Buyer shall have the right to set off any monies owed to Buyer or any of its affiliates by Seller against any amount due to Seller or any of its affiliates from Buyer or any of its affiliates under any contracts between Seller or any of its affiliates and Buyer or any of its affiliates or by reason of any other obligations that Seller or any of its affiliates may have to Buyer or any of its affiliates.

15. Buyer shall have the right in case of fire, vandalism, malicious mischief, other casualty, war, civil commotion, embargo, epidemic, pandemic, governmental regulation or guidance, labour dispute, or any event or series of events resulting in a closure of a significant component of Buyer's logistics or warehousing operations or a sizeable number of Buyer's stores, or any other event or series of events beyond Buyer's reasonable control, whether Buyer is aware of such event at the time of placing the Order or not, and which in Buyer's discretion adversely affects its willingness to continue with the Order, to do any of the following:

15.1 cancel this Order in whole or in part;

15.2 increase the payment terms for the Order by such number of days as Buyer shall specify;

and/or

15.3 delay the collection date or the delivery date (as appropriate) for the Order by such period as Buyer shall specify;

and Buyer shall be entitled to exercise its rights:

(i) under either or both of clauses 15.2 and 15.3 in respect of the same Order; and

(ii) under clause 15.1 notwithstanding that it already exercised its rights under either or both

of clauses 15.2 and 15.3 in respect of the same Order.

16. For import orders, title to the Goods and risk of loss or damages shall pass to Buyer in accordance with the agreed-upon Incoterms, which will either be designated in the "Freight Terms" box on the face of the Order form, or, if there is no such box, will be communicated by Buyer to Seller. For domestic orders, title to the Goods and risk of loss or damages shall pass to Buyer at the location within Canada where Seller delivers the freight to Buyer. Seller warrants that all Goods purchased and delivered on "Delivered Duty Paid" basis (Incoterms) with a named place of destination where the Goods are to be shipped will be legally imported into Canada and all other countries to which the Goods are shipped, including with respect to valuation, classification and product markings.

17. Prices and other terms noted herein include any tax, city, provincial, or federal, that may be imposed. For payment purposes, all invoices with End of Month (EOM) terms 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.

18. Seller shall keep confidential all non-public information in its possession (whether received from Buyer or not) relating to Buyer's business as well as details of Buyer's orders, order quantities and prices paid. Seller also agrees not to advertise or publicly disclose (including on a website or social media) its relationship with Buyer, unless Seller has received written permission from Buyer to do so.

19. 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 Province of Ontario, 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 alleged breach. Seller agrees that Buyer will not be liable to Seller in any action for breach of this Order or any claim relating to this Order, including one relating to a cancellation of this Order, for any amount in excess of the purchase price the Buyer agreed to pay in this Order, and Seller hereby expressly waives any and all rights to seek lost profits, consequential or punitive damages against Buyer in an action relating to this Order. Nothing in the preceding sentence shall limit any obligation Seller has to seek to mitigate damages in the event of a breach or cancellation by Buyer. Any payment dispute that Seller raises to Buyer must be raised within a year of the payment date. 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 Province of Ontario. Seller submits to the jurisdiction of the Ontario 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 it will not seek a transfer or other jurisdictional dismissal of any such suit or proceeding brought in any such court. All rights and remedies of Buyer provided for 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 as to any of the other Goods.

20. Seller warrants that, unless otherwise agreed to by Buyer in writing, Buyer may (a) sell the Goods either on websites operated by Buyer or in its brick and mortar stores, and (b) advertise, cross-sell, and otherwise promote the Goods without restriction.

21. The parties have required that this document and all instruments relating thereto be drawn in the English language; Les parties aux présentes ont exigé que ce document et tout autre document, qui y sont afférents soient rédigés en langue anglaise.