

**PURCHASE ORDER NO**  
11111076

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

**VENDOR INSTRUCTIONS**

**THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS STATED ON FRONT AND LAST PAGE HEREOF**

**See Invoicing Guidelines at:**  
<https://partners.rossstores.com>

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

**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	DATE	TYPE	PAYMENT TERM:	PAYMENT METHOD:	PACKING METHOD	ALL CARTONS MUST BE MARKED: FROM: Your Company Name	ROSS TRANSPORTATION MAY CHANGE DESTINATION FOR SHIPMENT AT PICKUP TIME:
10/10/24	02/21/25	02/25/25	03/05/25	11/27/24	Y	60 DAYS	Open Account	Bulk/Flat No Hanger	City, State, Zip Code PO #: 11111076 To: Ross Distribution Center Address Information <a href="http://partners.rossstores.com">http://partners.rossstores.com</a>	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>

VENDOR STYLE #	ITEM DESCRIPTION	UNIT COST	COMP RETAIL	ORDER QTY	COLOR	NESTED PACK SIZE	PACK CODE
GEO STITCH VELVET MAUVE FQ	HNG OVERSIZE GEO VELVET MAUVE F/Q	19.16	80.00	500	PINK/CORAL-BLUSH	1	Pack AA
	VENDOR ITEM COMMENTS	LABEL BEEKMAN HOME	SIZE FUL/QN	GW	LABOR	NEED BY DATES 12/23/24 01/07/25	NESTED PK QTY 500
					PREPRO TOP		PREPACK/INNER 1
GEO STITCH VELVET CHAMPAGNE	HNG OVERSIZE GEO VELVET CHAMPAGNE F/Q	19.16	80.00	500	LIGHT BROWN-TAUPE	1	Pack AA
	VENDOR ITEM COMMENTS	LABEL BEEKMAN HOME	SIZE FUL/QN	GW	LABOR	NEED BY DATES 12/23/24 01/07/25	NESTED PK QTY 500
					PREPRO TOP		PREPACK/INNER 1
GEO STITCH VELVET MAUVE K	HNG OVERSIZE GEO VELVET MAUVE K	22.45	90.00	500	PINK/CORAL-BLUSH	1	Pack BB
	VENDOR ITEM COMMENTS	LABEL BEEKMAN HOME	SIZE KING	GW	LABOR	NEED BY DATES 12/23/24 01/07/25	NESTED PK QTY 500
					PREPRO TOP		PREPACK/INNER 1
GEO STITCH VELVET CHAMPAGNE K	HNG OVERSIZE GEO VELVET CHAMPAGNE K	22.45	90.00	500	LIGHT BROWN-TAUPE	1	Pack BB
	VENDOR ITEM COMMENTS	LABEL BEEKMAN HOME	SIZE KING	GW	LABOR	NEED BY DATES 12/23/24 01/07/25	NESTED PK QTY 500
					PREPRO TOP		PREPACK/INNER 1

TOTAL QTY	2,000	TOTAL COST	41,610.00
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**BUYER** CATHERINE T. PHAN

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.

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**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 Coat, Extended Coat. Payment terms are based on the date of invoice. All individual pieces of the SKU number must be packed in quantities of no more than 50 pieces. All large zip lock polybags 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. All large zip lock polybags must be packed in individual zip lock polybags. If you have any questions about these instructions, please call the Buyer at (212) 352-2700.

**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**  
 Domestic Shipments  
 FedEx Ground from vendors East of Missouri  
 FedEx Priority Overnight from vendors West of Illinois

**SHIPPING ADDRESS**  
 Ross Procurement, Inc. - ECCC  
 206 Allen Rd.  
 Carlisle, PA 17013

**ALL BOXES MUST BE MARKED FROM:**  
 Your Company Name  
 Address  
 City, State, Zip Code  
 Ross PO #. 1111076

**SPECIAL INSTRUCTIONS TO VENDOR**

- All payment terms are based upon receipt of goods at Ross warehouse facility.
- All cartons must be labeled with Ross purchase order and vendor's name.
- All cartons must be individually marked conspicuously, legibly, and permanently in English with the county of origin of the goods.
- All merchandise must be individually marked conspicuously, legibly, and permanently in English with the county of origin of the goods.
- Packing slip must accompany merchandise, its location must be clearly identified and must contain the number of cartons to which that Packing slip pertains.
- 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>

**TERMS AND CONDITIONS**

**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 (PROPOSITION 65), U.S. WEIGHTS AND MEASURES AS REQUIRED BY THE STANDARDS OF GOVERNMENT, MANUFACTURING AND SALE OF MERCHANDISE, AND THE PROPER GUARANTEE IS LABELED AS APPLICABLE TO THE ORDER ARE IN THE FORM REQUIRED BY THE FEDERAL TRADE COMMISSION.
- ALL MERCHANDISE IS LABELED, AS APPLICABLE TO THE ORDER ARE IN THE FORM REQUIRED BY THE FEDERAL TRADE COMMISSION, LABELING ACT, HAZARDOUS SUBSTANCES LABELING ACT, FLAMMABLE FABRICS ACT, FEDERAL FOODS, DRUG, AND COSMETICS ACT, THE CHILD PROTECTION ACT, 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.
- 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.
- 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 ALL RIGHTS AND PROVISIONS 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 NOT 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: (1) THE SUBJECT ARTICLE(S) ARE ELIGIBLE ARTICLES UNDER THE GSP; (2) THE ARTICLES ARE TO BE SHIPPED DIRECTLY TO THE UNITED STATES; (3) ONE ASSOCIATION TREATED AS A SINGLE COUNTRY UNDER GSP; (4) AT LEAST 65% OF THE APPRAISED VALUE OF THE GOODS OR VALUE OF COUNTRIES TREATED AS BDC OR (B) AT LEAST 65% OF THE APPRAISED VALUE OF THE ARTICLE IS ATTRIBUTABLE TO (1) THE GOODS OR VALUE OF COUNTRIES PRODUCED IN THE BDC OR ASSOCIATION OF COUNTRIES TREATED AS A BDC; (2) THE BDC OR ASSOCIATION OF COUNTRIES TREATED AS A BDC; OR (3) 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 OF THE MERCHANDISE, INCLUDING THE MANUFACTURING FACILITIES, LOCATION, AND MANUFACTURING EVIDENCE TO CUSTOMS WITHIN SIX (6) DAYS OF REQUEST. VENDOR SHALL AGREE TO MAINTAIN ALL SUCH PRODUCTS TO AND MANUFACTURING EVIDENCE TO CUSTOMS WITHIN SIX (6) DAYS OF REQUEST.
- VENDOR REPRESENTS THAT IT COMPLIES WITH THE FOREIGN CORRUPT PRACTICES ACT.
- VENDOR 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**

- 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.
- 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 DUTABLE 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 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.
- 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.
- VENDOR WILL BE RESPONSIBLE FOR ALL DISCOUNTS, DEDUCTIONS, AND ANY THIRD PARTY ANY NON-PUBLIC OR UNPUBLISHED INFORMATION RELATING TO THE MERCHANDISE, INCLUDING BUT NOT LIMITED TO, RIGHTS, 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, VENDORS 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 SUCH DAMAGES AT THE TIME OF PURCHASE. VENDOR, 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 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. BUYER'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS, SPECIFICATIONS OR INSPECTING INDENTITY 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, 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.
- BUYER'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD HARMLESS, SPECIFICATIONS OR INSPECTING INDENTITY OBLIGATIONS, 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 GUARANTEES 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 THEREFOR BY BUYER.
- 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 CAUSED BY BUYER, WHETHER ACTIVE OR PASSIVE, AND WILL APPLY REGARDLESS OF THE CAUSE OF THE LOSS UNLESS SAID CAUSE AROSE OUT OF THE BUYER'S 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 CONTRACT 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 NATIONAL WIDE POWER FAILURES OR BLACKOUTS, OR EMBARGOS. BUYER SHALL GIVE REASONABLE NOTICE OF CANCELLATION TO VENDOR. BUYER HAS ACCEPTED PRIOR TO THE CANCELLATION OF ANY DAMAGES OR COSTS INCURRED BY VENDOR, EXCEPT AS TO THE MERCHANDISE PURCHASED BY BUYER.
- 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.
- THIS PURCHASE ORDER IN ADDITION TO THE SELLER CONTINUING INDEMNIFICATION AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER. THIS ORDER SUPERSEDES ALL OTHER RELATED AGREEMENTS, INVOICES, SALES ORDERS, AND AGREEMENTS. BUYER'S ACCEPTANCE OF THIS PURCHASE ORDER SHALL BE CONSIDERED AS ACCEPTANCE OF ALL THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER. THE REMAINING PROVISIONS OF THIS PURCHASE ORDER WILL REMAIN IN FULL FORCE AND EFFECT.
- 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.
- BUYER HAS THE RIGHT TO RETURN TO VENDOR FOR A FULL REFUND OF ALL MERCHANDISE PURCHASED UNDER THIS ORDER, INCLUDING VENDOR'S SOLE COST AND EXPENSE, MAY ELECT TO ACCEPT, CANCEL, RETURN, OR DISPOSE OF ALL OR ANY PART OF THIS ORDER. VENDOR'S SOLE COST AND EXPENSE, MAY ELECT TO ACCEPT, CANCEL, RETURN, OR DISPOSE OF ALL OR ANY PART OF THIS ORDER.
- THE U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS SPECIFICALLY EXCLUDED FROM THIS ORDER.