OLLIE'S BARGAIN OUTLET, INC.
6295 Allentown Blvd
Harrisburg, PA 17112
(717) 657-2300

PO#: 940180

E & E CO LTD
DBA JLA Home
45875 NorthPort Loop East
Fremont, CA 94538
Vendor#: 105282
FAX:

Bill To: Accounts Payable
Ollie's Bargain Outlet, Inc.
6295 Allentown Blvd.
Suite 1
Harrisburg, PA 17112

Order Dt: 4/14/26
Start Ship Dt: 7/07/26
End Ship Dt: 7/21/26
Exp Rec Date: 9/06/26

Ship To: York PA - Dist Center #5050
3300 Espresso Way
York, PA 17406
United States of America

Terms: BOL 60 DAYS (WT)
FREIGHT COLLECT
FOB: CNSHA (SHANGHAI, CHINA(MAINLAND))

Buyer: 016 Kevin Walters

Approved by:_____

NOTES: DEBI.ZABRANSKY@JLAHOME.COM/HELENA.BANG@JLAHOME.COM
CANCEL IF NOT SHIPPED BY 08/04/26.
PVR

All Shipments to Ollies Bargain Outlet, Inc. MUST have an Appointment
No Shipments will be accepted without an Appointment
Traffic Dept: Ph: (717) 724-3946 Fax: (717) 671-0246

Vendor is required to invoice by Individual Truck and Purchase Order

Ln	SKU	Description	UPC Number	Model#	Cs Pk	Units Ord	Cost	Ext Cost
1	734309	TW SERTA COOLING SHEETS NEW	22164678727	SH90-0816	6	1596	5.31	8,474.76
2	734310	FL SERTA COOLING SHEETS NEW	22164678734	SH90-0817	6	1368	6.55	8,960.40
3	734311	QN SERTA COOLING SHEETS NEW	22164678741	SH90-0818	6	4026	7.14	28,745.64
4	734312	KG SERTA COOLING SHEETS NEW	22164678758	SH90-0819	6	1788	8.23	14,715.24
5	734313	2PK STD SERTA COOLING PC NEW	22164678765	SH90-0820	12	4068	1.54	6,264.72
					Total -	12846		67,160.76

Note: P.O. Terms & Conditions Attached

OLLIE'S BARGAIN OUTLET, INC.

PURCHASE ORDER TERMS AND CONDITIONS

1. With its acceptance of this purchase order ("Purchase Order"), Vendor agrees to all of its terms and conditions (the "Terms"). Vendor also confirms its understanding of and agreement to the terms and conditions of the Vendor Code of Conduct of Ollie's Bargain Outlet, Inc., ("Ollie's") https://investors.ollies.us/static-files/b1203003-aa72-44e6-a854-b84876c884a1. Vendor agrees if there are any material inconsistencies among (i) any alleged Vendor terms and conditions; (ii) this Purchase Order; and (iii) any supplemental documents; the Terms of this Purchase Order shall prevail. The ONLY exception to this priority is that Ollie's shall pay Vendor only the lowest price indicated for the merchandise, whether that price is stated on its Purchase Order, Vendor's invoice, or any other documents. Vendor and Ollie's agree that these Terms prevail over any other terms and conditions in any other document and expressly exclude any contrary, or other supplemental documents relating to this Purchase Order. These Terms also apply to any repaired or replacement merchandise provided by Vendor.

2. The Purchase Order number must appear on all packages, documents, and invoices. Vendor's packing slip and bill of lading must accompany all merchandise deliveries. Vendor is required to identify the quantity of all merchandise shipped to Ollie's on a bill of lading or similar document. All shipments from Vendor will be shipper load and shipper count, whether or not so specifically designated. Vendor is solely liable for all shortages in shipment. Ollie's requires Vendor to prepare no more than one invoice for each truck shipped.

3. All merchandise sent in excess of this Purchase Order may be returned by Ollie's, at Vendor's sole cost and expense (including shipping and handling costs), as Ollie's determines in its sole discretion.

4. Ollie's reserves the unfettered right to return any or all merchandise shipped after any cancellation date shown on this Purchase Order. All returns are at the sole expense of the Vendor, including but not be limited to, shipping and handling costs.

5. Ollie's has the right to refuse, reject, and return any merchandise that is: (i) not in accordance with any sample or standard provided to Ollie's, or agreed upon at the time of order; (ii) damaged or defective; (iii) different in quality or quantity from that ordered; or (iv) shipped otherwise than as specified on this Purchase Order ("Non-conforming Merchandise"). Any payments made by Ollie's before inspection of merchandise does not constitute acceptance. Ollie's and Vendor agree that any Uniform Commercial Code ("UCC") provisions regarding the timing of a notice of non-conformity do not apply. Ollie's has the right to reduce future payments by an amount equal to any Ollie's' prior payment for Non-conforming Merchandise. Vendor agrees that any reduced payment remittances may not include detail for reduced payments equal to or less than $100.00. Ollie's may, in its sole discretion, hold Non-conforming Merchandise at Vendor's sole risk and expense, and may charge Vendor with all costs of holding, transporting, shipping, unpacking, examining, repacking, reshipping, and other like expense, or withhold payment for the Non-conforming Merchandise. Vendor is responsible for all damages and added costs and expenses due to failure to comply with Ollie's instructions. Vendor agrees to inform Ollie's immediately of any failure to ship merchandise. Vendor agrees to inform Ollie's immediately of any failure to deliver any part of this Purchase Order on the delivery date specified, or of any inability to deliver the exact merchandise designated in this Purchase Order. Ollie's prior written authorization must be obtained before Vendor may resell any rejected or Non-conforming Merchandise. In the event Ollie's authorizes the resale of any Non-conforming merchandise, the Non-conforming merchandise must not have any Ollie's stickers or its intellectual property on it.
All costs or fees associated with merchandise, whether Non-conforming Merchandise or otherwise, that is subject to a recall, or similar safety or quality control process, whether initiated by Vendor, Ollie's or a governmental entity, shall be borne solely by Vendor. If any local, state, or federal governmental entity initiates any inquiry or investigation regarding any merchandise purchased or ordered pursuant to this Purchase Order, Vendor shall notify Ollie's immediately and shall take all necessary steps to resolve the matter without exposing the Ollie's to any liability, expense, or risk.

6. All merchandise shall be packed for shipment according to Ollie's instructions or, if there are no instructions, in a manner sufficient to ensure that the merchandise is delivered in undamaged condition. Vendor must provide Ollie's prior written notice if it requires Ollie's to return any packaging material. Any return of such packaging material shall be made at Vendor's sole expense.

7. A certificate of insurance is required from Vendor showing evidence of Broad Form Vendor's coverage with products liability and general liability minimums of $2,000,000 and $1,000,000 of coverage per occurrence. Ollie's its parents, subsidiaries, and affiliates shall be named as Additional Insureds on the required certificate of insurance. If a valid certificate of insurance is not received by Ollie's, Ollie's may withhold payment to Vendor until the required proof of insurance is provided. Vendor's insurers must be at least Best's rate B+, VII or better. Thirty (30) days' prior written notice to Ollie's is required if insurance is cancelled or terminated. Vendor's insurance is primary with respect to all obligations assumed by the Vendor pursuant to this Purchase Order. It is Vendor's responsibility to ensure that its employees, agents, representatives, subcontractors, and independent contractors comply with the Terms of this Purchase Order. The coverage and limits contained in this paragraph do not in any way limit the liability of the Vendor.

8. Vendor represents, warrants, and guarantees that all merchandise furnished to Ollie's will comply with and be manufactured, tested, priced, sold, and labeled in compliance with all applicable international, federal, state, and local laws, rules, ordinances, regulations, codes, and orders, including without but not limited to those addressing corrupt practices, antibribery, environmental protection, labor and employment, consumer products safety, clothing and apparel, fire safety, agricultural, food and drug safety, intellectual property, and all other applicable industry codes and standards. Vendor represents and warrants the merchandise being sold to Ollie's pursuant to this Purchase Order does not infringe or otherwise violate any trademark, copyright, patent, or other intellectual property rights of any person or entity. Ollie's is not subject to any restrictions on the sale or

resale of the merchandise, except as may have been specifically communicated to Ollie's in writing prior to issuance of the Purchase Order, and such restrictions must be in writing and attached to this Purchase Order. Vendor represents and warrants that it and its operations comply with all applicable laws and regulations of Vendor's home country and said country's political subdivisions. Vendor will cooperate and participate in any risk assessment of Ollie's supply chain undertaken by or on behalf of Ollie's. Vendor understands and agrees that Vendor's failure to adhere to all such laws and regulations may cause monetary damage to Ollie's, including lost profits, and damage Ollie's brand and reputation. Vendor also warrants to Ollie's that all merchandise will: (i) be free from any defects in workmanship, material and design; (ii) be fit for their intended purpose and operate as intended; (iii) be merchantable; (iv) be free and clear of all liens, security interests or other encumbrances. For the avoidance of any doubt, Ollie's may withhold or refuse payment as well as cancel the Purchase Order for any violations of any of the Terms. Vendor agrees that should any merchandise furnished hereunder be deemed to violate any provision of this Purchase Order, Ollie's at its option; (i) may destroy or return such merchandise to Vendor at Vendor's sole cost and expense, including, but not limited to, all shipping and packaging expenses, for a full refund; and/or (ii) may cancel this Purchase Order as well as any outstanding contracts and/or Purchase Orders with Vendor and cease doing business with Vendor if Vendor is unable to correct the situation in a manner and in a time frame satisfactory to Ollie's in Ollie's sole discretion. The provisions of this paragraph survive any delivery, inspection, acceptance or payment for the merchandise by Ollie's. The warranties described in this section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations with regard to these warranties begins from the date of Ollie's discovery of any noncompliance.

9. Vendor agrees to correctly and completely visa, invoice, package, declare, and label, as required by United States law, all merchandise produced for Ollie's and to provide adequate and reasonable proof and verification of all merchandise declarations made to Ollie's. Vendor warrants that all weights, measures, sizes, legends, or description printed, stamped, or otherwise indicated on the merchandise are true and correct. Vendor acknowledges that misstatements as to country of origin or material content of the merchandise, violations of intellectual property rights, or other failures to comply with or avoid United States customs, anti-bribery requirements, and/or the Foreign Corrupt Practices Act ("FCPA") may result in an assessment against Ollie's of substantial fines and penalties, as well as possible confiscation of non-complying shipments. Vendor accepts responsibility for and agrees to advance fees and hold harmless and indemnify Ollie's for any and all losses, fines or other costs it incurs as a result of Vendor's action or failure to act in accordance with any law, regulation, Ollie's instructions, and/or established commercial practices and procedures. Vendor shall not provide Ollie's with any merchandise, including without limitation, textile or apparel, which is falsely or fraudulently labeled as to country of origin or otherwise. Vendor agrees not to engage in practices or arrange for purchase of any merchandise from others who engage in practices which aid or assist in the shipment of merchandise in a manner which conceals the true origin of the merchandise, including without limitation, textile or apparel merchandises, or which the evasion of quotas on, or voluntary restraint agreements with respect to, imports of textile, apparel or any other merchandise.

10. For a period of at least three years from the date of the Purchase Order (the "Retention Period"), Vendor shall maintain complete and accurate records, including email, pertaining to any merchandise purchased by Ollie's and the prices charged; provided, however, that in the event of any dispute arising pursuant to or with regard to this Purchase Order, the Retention Period shall last until the resolution of such dispute becomes final and non-appealable and all obligations of the parties hereto have been satisfied in full. Vendor shall make such records available for inspection by Ollie's or its agents, at Vendor's expense, upon reasonable request by Ollie's from time to time during the Retention Period. Ollie's (or its agents) shall have the right to make copies of or extracts from any Vendor records maintained regarding this Purchase Order. If it is determined that Vendor has overcharged or underpaid Ollie's, Vendor shall promptly reimburse Ollie's the amount of the overcharge or pay the amount not paid. The costs of the audit shall be borne by Ollie's unless there is an overcharge or underpayment, in which event Vendor shall bear such costs and pay or promptly reimburse Ollie's therefor. Any records required by any governmental entity shall be held in compliance with and for such time periods as required by applicable regulations.

11. Vendor agrees to indemnify and hold harmless Ollie's, its parents, subsidiaries and affiliates, employees, officers, directors, shareholders, agents, and representatives (the "Indemnified Parties") from and against any and all demands, claims, actions, liabilities, damages, losses, costs or expenses, including, but not limited to, Ollie's internal and external costs of investigation (collectively "Losses") arising from or related to any merchandise provided, manufactured, sold, or otherwise procured by Vendor and sold or delivered to Ollie's. The Losses include, without limitation, those Losses incurred as a result of (i) any violation of any law, regulation, or order including, but not limited to, any actual or alleged violation of any law, statute or ordinance, or any administrative order, rule or regulation relating to the merchandise, or its manufacture, testing, shipment, import, export, customs, labeling, packaging, weights and measurements, or sale, or any failure to provide an MSDS or other certification of any kind; (ii) claims related to an allegation of or finding of misappropriation or infringement of a trademark, copyright, patent, or violation of other intellectual property rights; (iii) any actual or alleged death, dismemberment, or injury to any person, damage to any property, reputation, or any other damage or loss, by whomsoever suffered, claimed to result in whole or in part from the merchandise, whether latent or patent, including any alleged failure to provide adequate warnings, labeling, or instructions; (iv) breach of warranty of merchantability or fitness for a particular purpose; (v) representation or misrepresentation regarding merchandise attributes or performance ability; or (vi) Vendor's performance with regard to this Purchase Order. Vendor's indemnification obligation includes, without limitation, direct, punitive, incidental, or consequential damages, attorneys' fees, expert witness fees, penalties, costs of investigation, and other exactions of any governmental body suffered or incurred by Ollie's.

12. Vendor agrees and covenants to provide effective legal defense to the Indemnified Parties related to or arising in any way from any claim or cause of action regarding its merchandise. Vendor agrees that Ollie's, in Ollie's sole discretion, and at

Vendor's sole cost and expense, may elect to defend against and resolve all such claims in such manner or according to such terms and conditions, and with such counsel as Ollie's, in Ollie's sole discretion, deems appropriate to defend Ollie's or assist in the defense of the Indemnified Parties. Vendor acknowledges that any settlement must receive the prior written approval of Ollie's.

13. Time is of the essence. All merchandise shall be furnished, and services rendered by the time or times specified in this Purchase Order, provided that Vendor is not in breach of any provision of this Purchase Order. In the event that Vendor is unable to provide the merchandise at the time(s) agreed upon, Vendor shall immediately notify Ollie's in writing of such delay and the cause thereof. Notification does not constitute acceptance. Authorization to deliver merchandise other than as specified in this Purchase Order must be in writing signed by Ollie's prior to the delivery of the merchandise.

14. Without prejudicing its rights and remedies at law and in equity, in the event Vendor breaches this Purchase Order in any manner whatsoever, Ollie's may terminate this Purchase Order effective immediately by mail or e-mail transmission. Ollie's shall have no further liability whatsoever.

15. Ollie's may terminate this Purchase Order immediately upon written notice to Vendor, in the event Vendor (i) attempts to defraud Ollie's in any manner whatsoever; (ii) undergoes a change of control (by merger, acquisition of stock or assets, or otherwise); (iii) becomes insolvent (in the reasonable opinion of Ollie's); or (iv) voluntarily files or has filed against it a petition in or for bankruptcy, insolvency, or receivership under federal law or the law of any state or jurisdiction. In the event of any such termination, Ollie's shall pay to Vendor all amounts due and payable hereunder for merchandise that has been delivered by Vendor (consistent with these Terms) or picked up by Ollie's, as specified in the Purchase Order, and accepted by Ollie's as of the termination date. The foregoing shall be Vendor's sole and exclusive remedy in the event of any termination by Ollie's pursuant to this Purchase Order. Vendor agrees that it will not make any public comment regarding Ollie's, in any manner whatsoever (print, social media, or otherwise), that disparages Ollie's, or presents Ollie's in an unflattering light.

16. If full or partial payment is made to Vendor prior to the delivery of all merchandise hereunder, title to all merchandise identified in the Purchase Order at the time of such payment shall pass to Ollie's and Vendor shall be deemed a bailee of all merchandise remaining in its possession, but in no event shall the risk of loss pass to Ollie's until the merchandise is delivered to the destination specified herein and accepted by Ollie's. Vendor agrees to maintain insurance coverage in types and amounts satisfactory to Ollie's for merchandise that is or becomes so identified at any time to this Purchase Order. Additionally, Vendor grants to Ollie's a security interest in all merchandise that is or may become identified, which security interest shall be in addition to all other rights of Ollie's under this Purchase Order.

17. This Purchase Order shall be governed solely by the laws of the Commonwealth of Pennsylvania, including its Uniform Commercial Code, (13 P.C.S.A. 1101et seq.) except to the extent specifically superseded by the terms hereof. Moreover, the parties agree that this Purchase Order is not governed by the U.N. Convention of Contracts for the International Sale of Goods. The Terms of this Purchase Order supersede and control whenever there is any conflict between Ollie's and Vendor. In no event shall Ollie's be liable for any punitive, special, incidental, or consequential damages arising from or relating to this Purchase Order. Any legal action brought by Vendor against Ollie's with respect to this Purchase Order shall be filed in the state or federal district court within which Harrisburg, PA is situated no later than two years after the cause of action accrues or it is forever and irrevocably waived by Vendor.

18. All non-public, confidential, or proprietary information of Ollie's, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, and discounts or rebates disclosed by Ollie's to Vendor, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not so marked, designated, or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing pursuant to the Purchase Order and may not be disclosed in any manner whatsoever unless authorized by Ollie's in writing. Upon Ollie's request, Vendor shall promptly return all documents and other materials received from Ollie's. Ollie's shall be entitled to injunctive relief for any violation of this section. This section shall not apply to information that is: (i) in the public domain; (ii) known to the Vendor at the time of disclosure; or (iii) rightfully obtained by the Vendor on a non-confidential basis from a third party. Vendor's confidentiality set forth in this Section is an essential element of this transaction.

19. The parties acknowledge and agree that Vendor is an independent contractor, and not an employee of Ollie's. Ollie's is not responsible for any salary, benefits, or other employee related expenses including, without limitation, holidays, sick days, personal days, health insurance and worker's compensation, with regard to Vendor's employees or agents. Ollie's is entitled to rely upon the representations and warranties of Vendor made in connection with this Purchase Order.

20. The provisions of this Purchase Order which by their nature are intended to survive the termination or expiration of this Purchase Order (including, but not limited to, representations, warranties, guarantees, indemnifications, payment of obligations, remedies, forum selection, and statute of limitations) survive its termination or expiration. At the sole option of Ollie's, no finding that any part of this Purchase Order is invalid or unenforceable shall affect the validity of any other parts hereof. Ollie's failure to enforce any provision of this Purchase Order will not be construed as a waiver of such provision or any other rights hereunder.

21. Amendment or modification. No change to this Purchase Order is binding on Ollie's unless it is in writing, specifically states that it amends this Purchase Order, and is signed by an authorized employee of Ollie's.

22. In the event of any type of product recall, mandated, regulatory, or voluntary, as between Ollie's and Vendor, Vendor is solely responsible for all monetary losses related to the recall, including but not limited to, damages, fees, penalties, costs, and expenses of any type whatsoever.

23. Vendor is solely responsible for any and all costs and expenses related to intellectual property claims, disputes, and lawsuits arising out of the Merchandise purchased through this Purchase Order.

Rev. 2023

Rev 06/22/23 04:12pm