

Terms and Conditions of Purchase

Ensure you have a valid purchase order prior to shipping merchandise to Specialty Retailers, Inc. ("SRI"). Valid purchase orders are received via EDI transmission or system generated hard copy purchase orders only. This order is subject to the terms and conditions herein stated and appearing on the original front side of the purchase order. By accepting this order or by delivery of merchandise pursuant thereto, seller agrees to be bound thereby. No modifications or addition shall be binding on buyer unless agreed to in writing.

1. Timing is of the essence in this contract. All goods ordered will be shipped complete NO LATER than the "DO NOT SHIP AFTER" DATE on the front of the order. The goods should NOT BE SHIPPED before the "DO NOT SHIP BEFORE" DATE on the front of this order. The "DO NOT SHIP BEFORE" DATE on the front of this order is defined as the date that you, the Vendor will tender the shipment to the designated carrier.
2. The seller guarantees that the goods shall be delivered in a single lot, said lot being made up of all of the goods ordered herein.
3. The seller warrants and guarantees that all goods delivered pursuant to this order will comply with the descriptions, colors, fabrics, sizes and quantities specified herein, and that all goods delivered will conform to the sample of goods, if any, displayed by seller.
4. Buyer expressly reserves the right to cancel all or any part of this order if all of the terms and conditions hereof are not fully complied with, including, but not limited to, the terms specifying the date of delivery, shipment by a single lot, and quality of goods. Buyer has the right to return, at seller's expense, all merchandise sent which fails to comply with any of the terms and conditions specified herein. Acceptance of all or any part of the goods or payment of all or any part of the purchase price shall in no way bind buyer to accept future deliveries on any order or constitute a waiver of any right buyer might have with respect to seller's failure to deliver goods on a specified date or otherwise fail to comply with the terms and conditions of this order. The remedies provided for buyer in this paragraph, shall be in addition to and cumulative of the remedies buyer may be afforded either by law or equity.
5. Notwithstanding any agreement to pay freight, express, or other transportation charge, the risk of loss or damage to goods in transit shall be borne by the seller until the goods have been actually received by and accepted by buyer.
6. By signing a copy of this order or making any deliveries of the merchandise specified herein, vendor warrants and represents that it has the right to sell the merchandise purchased hereunder and agrees to indemnify, defend, and save the purchaser harmless from and against any and all suits, actions, claims or demands that may be brought against purchaser, and from and against all liability, loss, damages, costs and expenses, including attorney's fees, incurred by purchaser by reason thereof, on the ground that the purchase or sale of any of the merchandise covered by this order constitutes unfair competition or infringement of patent, copyright or trade mark or an invasion of the rights of any person or corporation, and vendor further agrees at its own cost and expense to defend, upon the request of purchaser, any such suits, actions, claims and demands.
7. Vendor warrants that the merchandise covered by this order is fit and safe for consumer use, and acceptance of the order shall constitute agreement upon vendor's part to indemnify, defend, and hold the purchaser harmless from all claims, suits, actions, liability, loss, damage and expenses (including attorney's fees) incurred or sustained by or bought against purchaser by reason of any breach of such warranty including, but not limited to, any of the foregoing based upon or alleging any design defect, manufacturing defect, marketing defect, strict liability in tort and/or failure to provide an adequate warning. Vendor agrees that if any of the merchandise covered by this order when examined or tested by purchaser after delivery shall be found defective, at purchaser's request, vendor will accept return thereof for full credit to purchaser and make full refund thereof to purchaser, including payment of all

transportation charges. Vendor agrees that any merchandise returned to Vendor by the purchaser as a result of having been found to be defective for any reason is not to be repaired and returned to purchaser unless specifically requested to be repaired and returned by the purchaser on the Return to Vendor document accompanying the merchandise. Acceptance of all or any part of the merchandise shall not be deemed to be a waiver of purchaser's right to cancel or return all or any part thereof because of failure to conform to order or by reason of defects, latent or patent or for breach of warranty or to make any claim for damages, including manufacturing cost and loss of profits or for special damages occasioned the purchaser. Such rights shall be in addition to any other remedies provided by law. All obligations of the vendor under this agreement shall survive acceptance of the merchandise and payment therefore by purchaser.

8. Vendor represents and warrants that the merchandise covered by the order has been manufactured and labeled in accordance with the requirements of all applicable Federal, State and Municipal laws, rules and regulations, including but not limited to the Fair Labor Standards Act, the Wool Products Labeling Act, the Fur Products Labeling Act, the Textile Fiber Products Identification Act, the Flammable Fabrics Act and the Federal Hazardous Substance Labeling Act as any of the foregoing may be amended, modified, supplemented and/or recodified. Vendor's invoice shall bear the separate guarantees provided for under any of such acts or shall contain the appropriate statement that a continuing guarantee has been filed in accordance with such acts and applicable rules and regulations of the Federal Trade Commission and other Government agencies with jurisdiction in the premises. Further, vendor represents and warrants that the merchandise covered by the order has been manufactured in compliance with all applicable foreign laws, rules and regulations relating to child labor practices. Vendor further certifies that the merchandise covered by this order has been produced in compliance with all the applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under Section 14 thereof. Vendor shall ensure that all of its factories, contractors and subcontractors are in compliance with all such U.S. and foreign laws. Vendor agrees to indemnify and hold purchaser harmless from and against any and all suits, actions, claims, demands, penalties, fines, charges, expenses, fees (including reasonable attorney's fees) arising out of Vendor's violation of such U.S. and foreign laws.
9. Vendor represents and warrants that the merchandise covered herein conforms to all applicable federal and state product safety laws, requirements, rules and standards and agrees at the time of delivery to deliver an electronic certification to such effect in the terms specified by law or by the Buyer/SRI. Vendor agrees to indemnify and hold Buyer/SRI harmless from and against any and all costs, losses, damages, suits, claims, demands, penalties, fines, and charges, including attorneys' fees, arising out of Vendor's violations of such laws. SRI/Buyer reserves the right to refuse goods or require Vendor to take goods back which fail to meet any of the aforementioned requirements.
10. Vendor will provide Specialty Retailers, Inc. ("SRI") with a Certificate of Insurance evidencing Commercial General Liability coverage, specifically including Product Liability coverage, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and naming Specialty Retailers, Inc. ("SRI") and its subsidiaries and affiliated companies as additional named insured, with thirty days written notice to SRI of any material modifications or cancellation.
11. Specialty Retailers, Inc. ("SRI") reserves the right to assess Vendor an appropriate NON-COMPLIANCE charge for any violation of packing, shipping and routing instructions which are continued in the Compliance Manual. Obtain a copy of the Specialty Retailers, Inc. ("SRI") Vendor Compliance Manual by visiting us at www.stagestores.com. The compliance manual is available for view or download. To request a mailed hard copy of the Vendor Compliance manual, fax your request with your mailing address to 713-838-4494.