

## TERMS AND CONDITIONS

1. **Delivery** - Time is of the essence in this contract and if delivery of goods is not made of the quantities and at the times specified, buyer reserves the right, without liability and in addition to his other rights and remedies to terminate this contract by notice effective when received. Delivery dates will be the dates goods are received in the designated distribution center of the buyer. Vendor shall be charged back for all costs to correct any deviations from any purchase order instruction including without limitation any excess transportation charges, delays or claims resulting from deviations from agreed routing instructions.
2. **Shipping Instructions** - Shipping instructions defined on the face of the Purchase Order must be complied with..
3. **Authorization** - Buyer will not be responsible for any goods delivered unless specifically authorized by written Purchase Order executed by Buyer.
4. **Modification of Order** - No modification of this order, or change to the merchandise ordered will be accepted by Buyer unless specifically agreed to in writing by Buyer.
5. **Price** - Vendor price should be no higher than the last quoted or charged to Buyer unless otherwise agreed in writing by buyer if price does not appear on the order such price must be confirmed by buyer before shipment of merchandise.
6. **Invoices** - Send itemized invoices directly to Merchandise Accounts Payable Forman Mills, Inc., 1070 Thomas Busch Memorial Highway, Pennsauken, NJ 08110, and to no other place or address. Each invoice must be accompanied by, executed copies of all shipping papers and must show this purchase order number and department number. Payment cannot be made if vendor fails to follow this procedure. Buyer must be notified of any disputes over payment received within sixty (60) days of receipt of payment.
7. **Place of Contract** - This Purchase Order and any acceptance thereof by shipment shall constitute a contract governed by the laws of the state of New Jersey.
8. **Inspection and Acceptance of Merchandise** - Merchandise is subject to buyer inspection and approved within reasonable time after delivery. All merchandise sent which differs from sample or order or is not as represented may in addition to all other remedies be returned at vendors expense or held by buyer subject to agreement of price modification.
9. **Payment and Anticipation** - Payment should be made by Buyer in accordance of the terms set forth and the face hereof. Payment terms commence upon receipt of merchandise as applicable at Forman Mills Distribution Center.
10. **Patents** - The vendor represents the purchase, sale to customers or use of the merchandise purchased by customers does not violate any patent, trademark or copyright. In the event this merchandise is the subject of legal action against Buyer by reason of patent, trademark or copyright infringement or similar claims. Buyer may return said merchandise at vendors expense for full credit in addition buyer may reduce any outstanding balances due to vendor by any damages Buyer may pay due to said infringements. Vendor shall be liable for all Buyer and Buyer affiliates damages, including without limitation loss of profits resulting from such infringements. Vendor shall indemnify and hold Buyer harmless from any and all liability by reason of such infringements and shall assume all costs and expenses in connections therewith, including fees, of Buyer's counsel who may be selected by Buyer.
11. **Indemnity** - In accepting this order vendor agrees that it will indemnify save harmless and defend Buyer from all liability and loss, damage or injury to person or property arising in any manner out of, or incident to, the performance of this purchase order or the sale and use of the merchandise by customers.
12. **Vendor Warranties** - Vendor hereby warrants that all of the goods furnished shall be of merchantable quality and be for Buyer's purposes and that they shall conform to Buyer's specifications and Vendor's representations, affirmations, promises, descriptions, samples or models forming the inducement to enter this contract. Vendor warrants that all goods shipped under this order meet the requirements of all applicable laws of the United States of American including (to the extent applicable) the Textile Fiber Products Identification Act, the Fur Products Labeling Act, the Wool Products Act, the Hazardous Substances Act, the Flammable Fabrics Act, the Care Labeling Regulations of the Federal Trade Commission and any other applicable laws, rules, and regulations. Vendor also warrants that all invoices, declarations, affidavits, letters, papers or other statements written or verbal pertaining to all merchandise purchased are complete and contain no material omissions or fraudulent or false information in violation of the United States Tariff Act of 1930, as amended and any other applicable law.
13. **Cancellations and Returns** - Buyer reserves the right to cancel this order or any unfilled portions thereof, prior to shipment or after shipment if shipment is not made as required herein or if merchandise is not in accordance with specifications or coordinated groups are not shipped complete. Part shipments are subject to return unless Vendor receives written approval of Buyer. Any returns shall be at Vendor's expense.
14. **Risk of Loss or Damage to Merchandise** - Vendor shall be liable for loss or damage of any nature to merchandise in shipment or otherwise until such merchandise has been delivered to Buyer.
15. **Applicable Law** - Vendor agrees that performance of this order is subject to all United States federal, state or local laws, rules and regulations, including but not limited to fiber content, labeling, child labor, flammable fabrics or location and condition of manufacturing facilities. Vendor further agrees upon request, to furnish Buyer with a certificate to such effect in such form as Buyer may from time to time request.
16. **Entire Agreement** - It is agreed that the provisions of this Purchase Order shall be deemed to be acceptable by Seller when Seller retains this Purchase Order. Upon seller's shipment of goods set forth on face hereof or upon Seller indicating in any other manner its acceptance of this Purchase Order. The terms and conditions hereof cannot be superseded by those contained on any sales contract, confirmation, acknowledgment, sales agreement, invoice or other such document sent by Seller pertaining to the same goods. This contains the entire agreement the parties, it may not be modified or terminated orally and no claim of modification, termination or waiver shall be binding on Buyer unless in writing signed by duly authorized representative of Buyer. No modification or waiver shall be deemed effective based upon Vendor's acknowledgment or confirmation containing terms different from those contained in this Purchase Order.