

BURLINGTON MERCHANDISING CORPORATION PURCHASE ORDER TERMS AND CONDITIONS

ALL PURCHASE ORDERS ARE SUBJECT TO THE FOLLOWING EXPRESS TERMS AND CONDITIONS AND ARE BINDING ON ALL VENDORS.

THE TERMS STATED IN THE PURCHASE ORDER AND THESE TERMS AND CONDITIONS ARE THE ONLY AGREEMENT BETWEEN PURCHASER AND VENDOR RELATING TO THE GOODS AND SHALL NOT BE VARIED BY ANY ADDITIONAL OR INCONSISTENT TERMS CONTAINED IN ANY OTHER DOCUMENT OR FROM VENDOR. Waiver or modification may be charged against Purchaser only when agreed to writing and signed by a Vice President or President of Purchaser or as duly transmitted by Purchaser via electronic data interchange or web-based Gateway.

1. Acceptance of a purchase order, or shipment of goods or performance of work in connection therewith, constitutes Vendor's agreement to: (a) the purchase order, (b) these terms and conditions, and (c) the Burlington Vendor Manuals. The applicable Vendor Manuals are located in the Vendor Relations section of Burlington's website (www.burlingtoncoafactory.com/vendors) under the "Compliance" tab. The provisions of these terms and conditions or the applicable Vendor Manuals may be modified by Purchaser at any time. Such modifications will be posted on the Vendor Relations section of Burlington's website and shall be binding upon the parties from the date of such posting. Vendor agrees to not deviate from the Vendor Manual unless pursuant to Purchaser's written instructions and acknowledges that Vendor shall be liable for its failure to comply strictly with the Vendor Manual. Vendor further agrees that any unauthorized deviation from the Vendor Manual shall obligate Vendor to pay and shall entitle Purchaser to recover costs, administrative charges and/or liquidated amounts from Vendor, and that, because Purchaser shall suffer harm as a result of such non-compliance, Purchaser may impose and recover such costs, administrative charges and/or liquidated amounts from Vendor administrative charges with respect to any such unauthorized non-compliance, which may be charged back to or offset from any amount otherwise owed to Vendor.

2. Time of delivery is hereby made of the essence of this Order. In the event Vendor is unable to deliver any part or all of goods, Vendor agrees to notify Purchaser immediately. Such notice will not limit the remedies available to Purchaser or the liability of Vendor for nonperformance. If Vendor fails to make deliveries by the date or dates required by this Order, or if Vendor delivers amounts in excess of the amount set forth in this Order or otherwise delivers in a manner not in conformity with this Order, Purchaser may retain and/or reject or return such goods without waiving Purchaser's right to recover damages for Vendor's breach of contract. If Purchaser elects to retain merchandise in excess of the amount set forth in this Order, it shall do so at no cost to Purchaser. If Purchaser elects to accept early or late delivery, then unless waived in writing by a Vice President of Purchaser, this Order will be subject to a 2% per day discount for each day of delayed or early delivery or such higher discount required by Purchaser in order to accept delivery. Purchaser shall have no obligation to make any payment prior to receipt of all goods covered by this Order. Purchaser reserves the right at any time to accept any part of the merchandise ordered without regard to rejection of the balance. Vendor agrees that, if at any time during the term of this Order, vendor quotes or sells at lower net prices to others, the same merchandise under the same or similar conditions, such lower prices shall be substituted for the prices set forth herein.

3. If Vendor showed Purchaser sample(s) in connection with this Order, Vendor warrants that goods delivered hereunder will conform to such sample(s) in every respect as to quality, material, workmanship, fit and appearance. Vendor warrants that the goods are merchantable and safe and free from defects in materials and workmanship and will conform to all order specifications. Purchaser, at its sole option, may retain, cancel, reject or dispose of all or any part of this Order which fails to comply with the foregoing warranties or the terms of the BCF Vendor Manual ("nonconforming merchandise"), and Purchaser's decision as to compliance shall be, in the absence of bad faith, final and binding on Vendor in all cases without inspection by Vendor, the retention or delivery of proof of nonconformity by Purchaser or any other action. Vendor authorizes Purchaser to at any time (and regardless of the time of the discovery of the nonconformity): (i) dispose of any such nonconforming merchandise by any available means, and (ii) debit Vendor's account by (or otherwise collect from Vendor) (a) the amount invoiced by Vendor for such nonconforming merchandise, (b) the aggregate amount of any applicable charges specified in the BCF Vendor Manual, and (c) appropriate freight, handling and other expense Purchaser may incur in connection with such nonconforming merchandise.

4. Vendor warrants that merchandise ordered will be properly marked as to weight, measure, country of origin, contents and ingredients and shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations, whether now in force or hereinafter enacted, to which they are subject ("applicable law"; for purposes of clarification, references to any applicable law herein shall be deemed to be references to such applicable law as amended as of the date of this Order.). Without limiting the generality of the foregoing, Vendor warrants that the goods sold hereunder comply with the provisions of the Fur Products Act, Wool Products Labeling Act, Flammable Fabrics Act, Textile Fibers Products Identification Act, the Consumer Product Safety Improvement Act, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), the California Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products, the Robinson-Patman Act, the Federal Food, Drug and Cosmetic Act and the Fair Labor Standards Act. Vendor further warrants that, unless otherwise disclosed to Purchaser in advance (in which case Vendor shall obtain a written acknowledgement of such disclosure from a corporate officer of Purchaser and cooperate with Purchaser to fulfill any obligations to which Purchaser may be subject in connection therewith), no goods covered by this

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Order shall contain any conflict minerals as defined pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Vendor further warrants that (i) the materials incorporated into the goods delivered hereunder comply with the laws regarding slavery and human trafficking of the country or countries in which the Vendor is doing business, and (ii) neither child labor, prison labor, indentured or bonded labor, nor labor obtained through human trafficking or slavery, has been or shall be used in connection with the operation of Vendor's business or the supply of the goods delivered hereunder.

If this Order relates to goods that may require a consumer warning under Proposition 65, Vendor shall advise Purchaser in writing before proceeding to accept or otherwise process such order and if Purchaser, after receipt of Vendor's written information concerning the applicability of Proposition 65, confirms to Vendor that it wishes to proceed with such order, then Vendor shall place warnings that comply with Proposition 65 and any and all other applicable laws directly on such goods prior to shipment, regardless of whether to be offered in retail outlets, by mail or by electronic media. Goods that arrive without compliant Proposition 65 warning labels already adhered to the product may be rejected and returned to vendor at vendor's expense.

It is solely Vendor's obligation to identify and comply with all applicable law as may be relevant to its operations and/or the goods and Vendor further acknowledges that Purchaser is expressly relying on Vendor's compliance with all such applicable law and this Purchase Order. To the extent consistent herewith, this Order is subject to the basic trade provisions of the NRMA. Vendor shall execute and deliver such documents as may be required to effect or evidence compliance herewith. Vendor hereby guarantees that reasonable and representative tests made 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 product, fabric or related material covered and identified by, and in the form delivered pursuant to this Order conforms to the applicable standard or regulation issued, amended or continued in effect. Vendor hereby represents and warrants to Purchaser that each item of merchandise manufactured and sold to Purchaser under this Order was produced in compliance with Sections 6, 7, 12(a) and 15(a), the wage, hour and child labor provisions of the Fair Labor Standards Act of 1938, 29 U.S.C. S 201, et. seq., as amended, and all regulations promulgated thereunder. The failure of Vendor or any of its affiliates, subsidiaries, representatives, agents or subcontractors to comply with the applicable labor laws will be deemed by Purchaser to be a material breach of the Vendor's contractual obligations hereunder. Without limiting the generality of the foregoing, Vendor shall not sell to Purchaser, and Purchaser shall not be obligated to accept or pay for, any merchandise manufactured in, processed in, or having a country of origin of, Myanmar (formerly Burma). In addition, to all other remedies provided by law, Purchaser shall be entitled to reject any such merchandise at Vendor's sole expense. Vendor agrees to indemnify, defend, save and hold harmless Purchaser from any liability, damages, loss, or other expenditures (including reasonable attorney's fees) sustained by Purchaser, resulting from Vendor's actual or alleged non-compliance with the terms, conditions or covenants contained herein, or any applicable law or regulation. Furthermore, any business practice engaged in by or on behalf of Vendor which is inconsistent with any applicable law or regulation will be considered a material breach of Vendor's covenants hereunder.

5. In addition to Vendor's warranties provided in paragraph 4 above, Vendor warrants that it will comply with the Fur Products Labeling Act and all state fur labeling laws including 6 Del. C. §2508 (Delaware), M.G.L.A. 94 §277A (Massachusetts), N.J.S.A. 56:14-1 (New Jersey), N.Y. Gen. Bus. §399-aaa (New York), and W.S.A. 100.35 (Wisconsin) and agrees that any product sold hereunder, regardless of price, which is composed, in whole or in part, of real or faux fur will have the words "Real Fur" or "Faux Fur" (accurately reflecting the content of the item) on a permanent label or tag affixed to the product and in the case of real fur, the label will also state the name(s) of the animal(s) that produced the fur (as set forth in the Fur Products Name Guide), the name of the country of origin of any imported furs used preceded by the phrase "Fur Origin," a statement that discloses that the fur has been dyed, bleached, artificially colored and/or damaged if that is the case and a statement that discloses that pieces of fur have been used if that is the case. In addition, Vendor warrants that no fur or other part of any dog and/or cat comprises any portion of such product.

6. Purchaser shall have the right to set off any monies owed to Purchaser by Vendor (including for breach of contract or warranty) against any monies due Vendor from Purchaser under any contracts between the parties.

7. Any sales agent or representative taking this Order for Vendor shall be deemed to have full authority to bind Vendor to its terms and conditions. Vendor shall cause any such sales agent or representative to comply with all applicable law and all Purchaser policies and procedures at all times when interacting with Purchaser.

8. The terms and conditions set forth herein shall protect and be for the benefit of Purchaser and of companies affiliated with Purchaser.

9. Terms begin from date of receipt of merchandise or invoice, whichever is later. If merchandise or invoice is received on or after the 20th of the month, E.O.M. terms begin on the first day of the following month.

10. Vendor agrees to indemnify, defend, save and hold harmless Purchaser from and against any and all judgments, settlements, disbursements, costs (including reasonable attorney's fees) and other expenditures occasioned by any allegations, legal actions or other claims that merchandise purchased hereunder from Vendor infringes any existing or alleged

patent, trademark, copyright or other intellectual or proprietary right of any person, partnership, corporation or other entity or has given rise to liability to any third party or parties for personal injuries and/or property damage under any legal theory including, without limitation, product liability, strict liability, breach of warranty or negligence.

11. All the employees of Burlington and its consolidated subsidiaries are governed by Burlington's Code of Conduct, a copy of which can be viewed at its web site: www.burlingtoncoatfactory.com. Burlington expects all of its vendors, suppliers, contractors and subcontractors to conduct their business with BCF in conformity with all applicable laws, rules and regulations, and judicial and administrative interpretations thereof, and in accordance with the highest ethical standards.

12. Vendor at its sole cost and expense agrees to maintain, in full force and effect at all times, at least the following type and amount of insurance for claims which may arise out of, or in connection with, this Order and/or goods furnished hereunder: Commercial General Liability Insurance, including Contractual and Products Liability, on an occurrence basis, with limits of at least \$1,000,000 per occurrence with \$4,000,000 umbrella. Such policy shall name Burlington Merchandising Corporation (together with its affiliates and subsidiaries) as an additional insured. Upon demand by Purchaser, Vendor will immediately provide Purchaser with a certificate evidencing the required insurance and additional insured vendor endorsement. By requiring insurance herein, Purchaser does not represent that coverage and limits will be adequate to protect Vendor. Additionally, such coverage and limits shall not be deemed as a limitation on Vendor's liability under this Order.

13. Vendor shall keep any Burlington Confidential Information confidential, and shall only use it for the purpose for which such Confidential Information was disclosed. "Burlington Confidential Information" means the whole or any portion of any knowledge, data or information relating in any way to the activities or business of Burlington or an affiliate thereof which may be in tangible or intangible form, expressed orally, in writing, in electronic or physical form, or in any other form (whether or not marked confidential). "Personal Information" means all personal information of an individual including, without limitation name, address, date of birth, driver's license number or state-issued identification card number, telephone number, credit score, social security number or account, financial account number (including, without limitation, ABA, routing, or bank account information), credit or debit card number, personal identification number, access code or security code. Personal Information shall be treated as Burlington Confidential Information hereunder and not disclosed by Vendor until permitted under a change in applicable law. Vendor represents and warrants that it has in place, and is adhering to, a comprehensive, written security plan to safeguard and protect the confidentiality of all Personal Information received hereunder in compliance with all provisions of applicable law. Vendor agrees to comply with all applicable federal, state and local requirements, laws and regulations (and all applicable BCF policies) in its use or provision of the Service, as applicable, including without limitation any laws related to the privacy of data, and the storing, disclosure and distribution of Personal Information, including but not limited to personally identifiable information as defined in any law. Without limiting the generality of the foregoing, Vendor shall comply in all respects with Massachusetts 201 CMR 17 including, without limitation, implementing and maintaining appropriate security measures for Personal Information. Vendor shall be responsible for any claim, loss, damage, or expense relating to the loss or misuse of Personal Information.

14. This Order shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its doctrines regarding conflicts of law. Any action or proceeding arising out of, concerning or affecting, in whole or in part, this Order shall be brought in a state or federal court in the State of New York. This Order shall be binding upon the parties hereto and their permitted assigns; provided that, Vendor may not assign this Order without the prior written consent of Purchaser. For purposes of this Order, any voluntary transfer of rights, the transfer of rights by operation of law, or the transfer of rights by merger or consolidation involving Vendor will be deemed an assignment. Any purported assignment in violation of this Section 14 is void. No claim, action or demand arising out of the transactions under this Order may be brought by Vendor more than one year after the cause of action has accrued.

Invoice and Bill of Lading Instructions

NOTE: FAILURE TO COMPLY WITH THE BCFW INVOICE INSTRUCTIONS MAY DELAY PAYMENT.

1. All invoices must be submitted via electronic data interchange or web-based Gateway.
2. **Write Purchase Order number(s) on the Bill of Lading.**
3. When possible, ship multiple orders together, under one Bill of Lading.