

BOSCOV'S DEPARTMENT STORE, LLC

PURCHASE ORDER TERMS AND CONDITIONS

Unless otherwise agreed to in writing, these Purchase Order Terms and Conditions shall cover all goods and services sold or otherwise provided to Boscov's, either on- or off-site.

I. INVOICING INSTRUCTIONS

1. Merchandise Invoices:

a. Manual Invoices: must be sent by Store/Purchase Order

b. Mail original invoices to:

Boscov's Department Store LLC,
Attn: Merchandise Accounts Payable
P.O. Box 4131
Reading, PA 19606-0531.

OR

E-Mail: APIInvoices@boscovs.com

c. EDI 810 Invoices: 810 Invoices must be formatted to the specifications that are outlined in the Vendor area of the EDI Trading Manual

2. Expense Invoices:

a. Mail original Invoice to:

Boscov's Department Store, LLC
Attn: Expense Accounts Payable
P.O. Box 4505
Reading, Pa. 19606-0531

3. Drop Ship to Customer Invoices:

a. Invoices must be sent via an EDI 810 Invoice Document formatted to the specifications that are outlined in the "VENDOR" area of the EDI Trading Manual

II. ROUTING, PACKING, TICKETING, ELECTRONIC DATA INTERCHANGE, AND OTHER INSTRUCTIONS

1. VENDOR MUST HAVE BOSCOV'S MOST CURRENT ROUTING GUIDE IN ITS POSSESSION PRIOR TO SHIPPING ANY PURCHASE ORDERS. BOSCOV'S ROUTING GUIDE (AS IN EFFECT FROM TIME TO TIME) IS INCORPORATED HEREIN AS AN INTEGRAL PART OF BOSCOV'S PURCHASE ORDER TERMS AND CONDITIONS. ANY DEVIATION FROM THESE INSTRUCTIONS MAY SUBJECT VENDOR TO EXPENSE OFFSETS.

2. Please visit Boscov's Vendor Information Area web site at vspec.boscovs.com for the most up-to-date information regarding all shipping instructions, including the current routing guide. Vendors may print the routing guide in Adobe Acrobat Reader ("PDF") format, or browse through the entire routing guide "online."

3. Check Boscov's Vendor Information Area web site often for changes to Boscov's guide and other information. Vendors may request updates via e-mail by visiting the web site identified above and clicking on the mail icon next to "Request Email Updates via email."

4. If you do not have access to the Internet, please contact:

Boscov's Transportation Department
Phone: (610)370-4149
Fax: (610)370-4138

5. Boscov's expects all Vendors to provide merchandise marked with a UPC bar code and retail price. Hanging merchandise is to be shipped with approved VICS floor-ready hangers inserted. Additionally, all Vendors are expected to have full EDI capabilities, including the ability to receive electronic purchase orders, transmit advance ship notices (ASN) and identify cartons with unique UCC-128 shipping container labels.

Additional information is provided in Boscov's Routing Guide or from its Vendor Services Dept. at (610)370-4128.

Boscov's Routing Guide includes the following sections:

- I. GENERAL ROUTING DOMESTIC SHIPMENTS
- II. GENERAL ROUTING IMPORT SHIPMENTS
- III. EXPENSE OFFSETS
- IV. DISTRIBUTION CENTER INSTRUCTIONS
- V. BIG TICKET INSTRUCTIONS
- VI. INVOICING INSTRUCTIONS
- VII. WASTE REDUCTION POLICY
- VIII. BOSCOV'S CONTACTS/EMAIL
- IX. NUMERICAL STORE LISTINGS
- X. BOSCOV'S EDI REQUIREMENTS
- XI. UPC STANDARDS AND CATALOGUE REQUIREMENTS

XII. RISK MANAGEMENT

All exceptions must be in writing from Boscov's Vendor Services and Transportation Departments. At no time will verbal routing instructions be considered as valid.

III. GENERAL PURCHASE TERMS AND CONDITIONS

1. OFFER, ACCEPTANCE, AND MODIFICATION: These Terms and Conditions govern any purchase order (the "Purchase Order") in any form issued by providers of goods or services ("Vendors") to Boscov's, and each contract and agreement for sale of goods or services to Boscov's, including any attachments and any specifications and other materials expressly incorporated in the Purchase Order or other contract documents (collectively, the "Agreement"). Accordingly, each and every Vendor has agreed or is deemed to agree to these Terms and Conditions. Vendor's acceptance may be affected only by (a) written confirmation, (b) shipment of goods or commencement of services in accordance with Vendor's Purchase Order, or (c) other commencement of performance in accordance therewith. The Agreement, including these Terms and Conditions, shall be the sole and exclusive statement of the contract between Boscov's and Vendor notwithstanding any terms and conditions that may be contained in any Purchase Order proposal, acknowledgment, confirmation, invoice or other document issued or promulgated in any manner by the Vendor, all of which, to the extent they are inconsistent with these Terms and Conditions or contain any different or additional terms, are hereby objected to and rejected. No act of Boscov's in accepting or paying for any goods or services shall constitute consent to Vendor's additional or different terms. No additional or different terms or conditions proposed by Vendor either orally or in writing (such as standard terms contained in any Purchase Order) shall be a part of the Agreement unless expressly agreed to by Boscov's in writing. A Purchase Order is not valid unless a purchaser's name is included. If the Terms and Conditions contained herein do not appear on or agree with Vendor's invoice as rendered, Vendor agrees that Boscov's may change the invoice to conform to the Terms and Conditions contained herein, and make payment accordingly.

2. PRICE: Unless expressly agreed otherwise, the prices to be paid for the goods ordered or services to be performed shall be as set forth in the Agreement. No extra charges of any kind shall be allowed unless specifically agreed to in the Agreement. All prices include all applicable Federal, state, and local taxes, assessments and duties, except for those for which an exemption may be claimed by Boscov's. If prior to shipment, Vendor makes or offers to make sales of the same goods or services to others in the quantities and of like quality, at prices lower than the prices then in effect under the Agreement, Vendor shall give Boscov's notice of said lower prices. Said lower prices shall apply on all goods thereafter shipped to or services performed for Boscov's under any Agreement; provided, however, that nothing herein contained shall permit an increase in the price specified in any Agreement unless approved in writing and signed by a Boscov's authorized representative.

3. DELIVERY SCHEDULE; RISK OF LOSS; TRANSPORTATION, AND PACKAGING:

(a) Shipment and delivery of goods or performance of services shall be in accordance with the schedule set forth in the Agreement unless otherwise agreed to in writing by Boscov's. All goods are sold to Boscov's "DDP – Delivered Duty Paid" unless otherwise indicated. Time is of the essence under the Agreement. Vendor shall promptly advise Boscov's of any inability to make timely shipment. If Vendor does not, or it appears that Vendor will not, meet Boscov's delivery or work schedule, Boscov's may, in addition to any other rights or remedies provided by law or the Agreement: (a) cancel the Agreement, in whole or in part, without liability to Vendor except for payment for goods previously shipped and accepted or services previously performed to the extent reasonable in amount; (b) approve an agreed-upon revised delivery or work schedule; or (c) require that Vendor ship via expedited routing to meet such delivery schedule or to recover the time lost. If Boscov's approves a revised delivery schedule or requires Vendor to ship via expedited routing, any additional transportation cost incurred as a result shall be paid by Vendor.

(b) All risk of loss, damage in transfer, or delay in delivery shall remain with Vendor until delivery to and acceptance by Boscov's, except where transportation is provided by Boscov's own vehicles, and then risk of loss, damage or delay shall shift to Boscov's upon completion of loading of Boscov's vehicle. Vendor shall prepare all goods for shipment so as to secure the lowest transportation rates consistent with timely delivery. Boscov's has the right to specify carrier and routing. Vendor shall mark the identification number of the Purchase Order and enclose or transmit electronically a packing slip showing the order number and quantity in each container or other receptacle. If not accompanied by a packing slip, Boscov's count and weight shall be conclusive. Vendor shall not make a commitment for materials or production arrangements to fulfill the Purchase Order in excess of the amount or in advance of the time necessary to meet Boscov's delivery schedule. Transportation costs on goods on back order shall be paid only at the rates which would have been applicable had the complete order been shipped at one time.

4. OVER-SHIPMENTS; NON-CONFORMING TENDER: Vendor shall ship goods in accordance with Boscov's requirements. Over-shipments exceeding five percent (5%) of the quantity ordered or \$750.00 in amount may be accepted by Boscov's upon the terms and conditions set forth herein, or rejected by Boscov's. All goods shipped shall be of the type(s) and in all respects in accordance with the applicable specifications, including those contained in any description, sample, catalog, promotional material or other statements as may have been delivered or made to Boscov's. If Vendor tenders goods that do not conform to the Agreement, including goods that, in whole or in part, are not (a) delivered timely; (b) as represented or warranted; (c) fit for the purpose for which they were sold or otherwise defective; (d) in the quantity ordered; (e) in accordance with the specifications upon which the Agreement was predicated; (f) consistent with samples or (g) otherwise in compliance with all other terms and conditions of the Agreement, such performance shall constitute a non-conforming tender. Boscov's may elect, without any further authorization from Vendor, as to any or all the non-conforming goods, to (a)

accept the goods, (b) cancel the Agreement, (c) return the goods to Vendor at Vendor's expense.

5. DELIVERIES IN ADVANCE OF SCHEDULE: Goods delivered or services offered in advance of schedule without authorization from Boscov's may, at Boscov's option: (a) be returned to Vendor at Vendor's sole risk and expense; (b) be accepted by Boscov's with payment withheld by Boscov's until the scheduled date; or (c) stored at Vendor's sole risk and expense, until the scheduled date, as applicable.

6. PAYMENT TERMS; OFF-SET:

(a) Vendor shall comply with these terms concerning payment, payment instructions and invoices, unless expressly agreed in writing by Boscov's.

(b) Payment to Vendor may, at Boscov's option, be made on a consolidated basis that nets the aggregate debits, credits and allowances of Boscov's and any Boscov's affiliate.

(c) Vendor's Eligibility for prompt payment discounts shall be computed from the date of delivery and/or accepted performance, or the receipt by Boscov's of a correct invoice, whichever is later.

(d) Boscov's shall be entitled at all times to off-set any amount owing at any time from Vendor, or any affiliated company of Vendor, to Boscov's, or any affiliated company of Boscov's, against any amounts payable at any time by Boscov's or any affiliate company.

7. NO SUBSTITUTION OF MATERIALS: No change in the goods or services ordered, or their method of production, including substitutions or changes in materials, equipment, processing, or production location, shall be made by Vendor or any approved subcontractor without the prior consent of Boscov's which shall be in writing or commercially accepted electronic format (e.g. e-mail).

8. WARRANTIES: Vendor represents and warrants that: (a) it is the sole owner of any goods to be sold under the Agreement and that it has the unrestricted right to convey marketable title free and clear of all liens and encumbrances; (b) any goods delivered or services performed will conform to the Agreement and any description, specification, drawing or sample relating to such goods or services that has become part of the agreement of the parties; (c) all goods shall be merchantable and fit for the use intended by Boscov's, or by the consumers who will purchase them, and that all goods shall be free of all defects in design, material and workmanship, and shall be in good working condition; (d) all goods shall be manufactured in accordance with good manufacturing practices, (e) all services shall be performed in strict accordance with the Agreement and any work order, service order, statement of work or similar document associated with the services, with due care, and in accordance with the highest professional standards in the industry, and (f) all goods and/or services shall conform to and be furnished in accordance with all applicable Federal, state and local law, rules and regulations. These

warranties shall run to Boscov's, its affiliates, successors, assigns, and customers, and the users of its products, and shall survive any delivery, inspection, testing, acceptance or payment by Boscov's, and the termination of the Agreement for any reason. Acceptance of goods or work product by Boscov's shall not relieve Vendor of any of its warranty or other obligations hereunder. Vendor acknowledges that it is an expert in producing and supplying the goods and/or services to be purchased pursuant to the Agreement, and notwithstanding Boscov's acceptance of specifications, samples, test data and the goods and/or service, Boscov's may rely on Vendor as an expert.

9. INSPECTION, REJECTION AND RETURN OF GOODS: All goods and services are subject to Boscov's testing, inspection and approval, notwithstanding prior payment by Boscov's. Goods may be inspected at Boscov's destination or Vendor's plant or warehouse. Boscov's reserves the right, in addition to any other rights which it may have at law, at equity or under the Agreement, to reject and refuse acceptance of all or a portion of such goods or services which are not in conformity with Vendor's warranties as determined by Boscov's. Boscov's shall have the right to return to Vendor all or a portion of such non-conforming goods at Vendor's sole risk and expense, for full credit or refund, or require that Vendor, at its sole risk and expense, correct or replace such goods or services with conforming goods or services within such time as Boscov's may require, provided, however, that such corrected or rejected goods or services shall not be corrected or replaced by Vendor without written authorization from Boscov's. If Vendor fails to correct or replace any nonconforming goods or services promptly after notification and authorization from Boscov's, Boscov's may correct or replace such goods or services and charge Vendor therefor, equitably adjust the order price for such goods or services or set-off the cost hereunder, at the sole discretion of Boscov's. Any goods or services corrected, replaced or repaired by Vendor shall be subject to the warranties and other terms of the Agreement. In the event of rejection by Boscov's of all or a portion of the goods or services, Boscov's may charge to Vendor and set-off against any payments due Vendor all expense of unpacking, examining, repacking, storing and shipping any goods rejected. Boscov's failure to inspect and accept or reject any goods or services shall not relieve Vendor from responsibility for nonconforming goods nor for latent defects in any goods, whether inspected or not, nor for fraud or such gross mistakes as amount to fraud, nor shall anything herein relieve Vendor from the obligation to inspect and test the goods or services covered by the Agreement in accordance with good commercial practices and Boscov's requirements and specifications, nor impose any liability upon Boscov's for such failure or defects. Vendor shall maintain inspection and test records pertaining to such goods and services for a period of two (2) years after delivery of such goods or completion of such services or as otherwise specified by Boscov's and copies thereof shall be made available to Boscov's on terms reasonably satisfactory to Boscov's at any time upon request and without charge. Such records shall include the time and the manner in which, and the person by whom, the goods or services have been inspect and tested and the result of such inspections and tests.

10. RESERVATION OF BOSCOV'S RIGHTS; LICENSE:

(a) Boscov's reserves the right to advertise, offer the goods for sale, and to sell such goods at any Boscov's retail facility and/or by means of any medium, including electronic or other non-traditional venues. The foregoing reservation is an essential term of all Boscov's transactions effected under or pursuant to the Agreement.

(b) Vendor grants to Boscov's a nonexclusive, nontransferable, royalty free license to use, with the right to sublicense, Vendor's trademarks, service marks, trade names, trade dress, copyrights and rights of publicity associated with goods for the limited purpose of Boscov's marketing, promoting or selling goods through any promotional, advertising or distribution channel, including, without limitation, print, television, radio or worldwide web.

11. TERMINATION AND REMEDIES:

(a) Boscov's may terminate all or any part of the Agreement at any time or times by written notice to Vendor: (a) if Vendor fails to observe or comply with any covenants, terms, conditions or warranties contained in the Agreement; (b) if Vendor, in Boscov's opinion, fails to make progress so as to endanger performance or shipment in accordance with the Agreement or Boscov's has other reasonable grounds to believe performance by Vendor in accordance with its obligations is unlikely or endangered; (c) if performance by either Vendor or Boscov's is impaired, or substantially delayed, by force majeure; (d) in the event of any proceeding by or against Vendor in bankruptcy or insolvency, the appointment of a receiver or trustee, or an assignment for the benefit of creditors is made by Vendor; or (e) at any time for Boscov's sole convenience.

(b) Upon termination, Boscov's may produce or purchase or otherwise acquire the goods or services ordered under the Agreement elsewhere on such terms or in such manner as Boscov's may deem appropriate, and Vendor shall be liable to Boscov's for any excess cost or other expenses incurred by Boscov's. In addition, Boscov's shall have all other rights and remedies provided by law, at equity and under the Agreement, and all of Boscov's rights and remedies shall be cumulative and none shall be considered exclusive. Upon termination, Boscov's only responsibility to Vendor shall be to pay (x) the purchase price for goods previously made, delivered to, inspected and accepted by Boscov's and services performed and accepted in accordance with the terms of the Agreement before the date of receipt by Vendor of the termination notice, and (y) in case of termination by Boscov's for convenience, (i) an amount equal to Vendor's out-of-pocket costs incurred and irrevocable financial commitments made in order to perform the Agreement, plus (ii) a cancellation charge of 15% of such amounts, less all costs that could have been avoided through reasonable mitigation efforts. Any claim under this clause (y) that is not presented to Boscov's within thirty (30) days of notice of cancellation, accompanied by reasonable documentation and calculation of all such charges, shall be waived.

12. OFFER OF EMPLOYMENT: Boscov's may terminate and cancel any Agreement, in whole or in part, in the event that Vendor, without Boscov's written consent, extends an offer of employment to, employs, retains, hires, engages (or attempts any of the foregoing) or otherwise

secures the services of a person who, at the time of such Vendor conduct or within the preceding one hundred and eighty (180) days, was employed by Boscov's (or any Boscov's affiliate doing business with Vendor) in the position of "General Merchandise Manager", "Divisional Merchandise Manager", Buyer, whether Senior Buyer, Associate Buyer or Assistant Buyer.

13. INFRINGEMENT OF PROPRIETARY RIGHTS: Vendor represents and warrants that the sale or use by Boscov's of goods or services provided by Vendor will not infringe any United States or foreign patent, copyright, trademark, industrial design right or other proprietary right or intellectual property. Vendor shall indemnify, defend and hold Boscov's, its affiliates, successors, assigns, members, officers, directors, employees, agents, customers and those persons selling or using any of Boscov's products harmless from and against any damage, liability, claims, loss, costs, damages, judgments, settlements, expenses and fees including reasonable attorneys' fees) (collectively, "Losses") which may be incurred on account of infringement or alleged infringement of any such proprietary right by the goods or use of the goods supplied under the Agreement. Vendor shall reimburse Boscov's on an on-going, periodic basis for all Losses incurred by Boscov's promptly after submission of statements of expenses of Boscov's during the pendency of any such proceeding. In addition to all other rights and remedies Boscov's has at law, at equity or under the Agreement, in the event Boscov's, its customers or anyone selling or using Boscov's products are enjoined from the use, sale or other disposition of the goods, conditionally or otherwise, Vendor shall, at no additional cost to Boscov's, repurchase the goods at the purchase price, and repay all costs of all shipments of such goods and products incurred by Boscov's.

14. CODE OF CONDUCT:

(a) Vendor acknowledges that Vendor has been furnished a copy of the Boscov's Code of Conduct (the "Code of Conduct"), which is available through vspec.boscovs.com. Vendors shall support the Code of Conduct and shall not directly or indirectly take any action that may cause Boscov's or any employee or other associate to violate the law or Code of Conduct. Without limiting the foregoing, Vendor shall not directly or indirectly offer or give any personal benefit (other than infrequent, non-cash gifts of nominal value consistent with the Code of Conduct), including, but not limited to, commissions, kickbacks, payments, loans, gratuities (including travel and entertainment), bribes, gifts, samples, services, promises of future employment or personal considerations (each a "Benefit") to any Boscov's associate or member of the associate's family, to any entity which Vendor knows a Boscov's associate or member of the associate's family owns a direct or indirect interest, or to any person affiliated with nay subcontractor or consultant for Boscov's.

15. COMPLIANCE WITH LAWS AND EQUAL OPPORTUNITY:

(a) Vendor shall comply with all applicable Federal, state and local laws, rules and regulations relating to the goods and/or services to be furnished hereunder, including, but not limited to,

the Consumer Product Safety Act and the Consumer Product Safety Improvement Act of 2008, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Fair Packaging and Labeling Act, the Flammable Fabrics Act, the Federal Hazardous Substances Act, the Federal Toxic Substances Control Act, the Textile Fiber Products Identification Act, the Fair Labor Standards Act, the Wool Products Labeling Act and the Occupational Safety and Health Act, all as amended from time to time, and shall furnish certificates of compliance whenever requested by Boscov's. Boscov's serves from time to time as a contractor for the United States Government. Accordingly, Vendor shall comply with all applicable Federal laws, rules and regulations applicable to subcontractors of government contractors including Section 202 of Executive Order 11246, as amended by Executive Order 11375, the Vietnam Era Veterans Readjustment Assistance Act, the Rehabilitation Act, as amended, and those governing contracts with business concerns operating in areas of surplus labor (48 C.F.R. Part 29), with women owned business concerns (Executive Order 12138) and with small and disadvantaged business concerns (15 U.S.C. 637), all as amended from time to time, and shall furnish certificates of compliance whenever requested by Boscov's. Contract clauses required by the Government in such circumstances, and all rules and regulations promulgated under the specific acts cited, are incorporated into the Agreement by reference.

(b) It is solely Vendor's obligation to identify and comply with the Code of Conduct and all applicable laws as may be in effect in all jurisdictions in which the goods are transported or offered for sale or which are otherwise relevant to Vendor and/or Boscov's operations as of the date of acceptance of the goods by Boscov's.

(c) Vendor shall maintain and provide to Boscov's together with the goods and/or immediately upon request thereof any and all materials necessary for Boscov's to document that the goods are in compliance with all applicable laws and shall use its best efforts to ensure that all such materials are available on a timely basis and sufficient for the purpose required by Boscov's.

(d) Vendor shall cause each and every one of its employees, agents, contractors, and representatives (collectively, "Vendor Representatives") to comply with all applicable laws and with all Boscov's policies and procedures, including the Code of Conduct, at all times when interacting with Boscov's or Boscov's affiliates and/or their respective employees, customers and invitees, whether or not then on Boscov's premises or the premises of any Boscov's affiliate. To the extent that any Vendor provides Vendor Representatives, equipment and/or fixtures to Boscov's or any Boscov's affiliate, such Vendor shall use its best efforts to ensure that all such Vendor Representatives, equipment and/or fixtures shall likewise comply with applicable law and the policies and procedures of Boscov's and Boscov's affiliates.

16. RECALL OF GOODS: If Vendor becomes aware that any ingredient, material, part or component in the goods is or may become harmful to persons or property, or that the design or construction of the goods or services is defective in any manner which is or may become harmful to persons or property, or if Vendor otherwise breaches any of its warranties to Boscov's hereunder, Vendor shall immediately give notice thereof, including all relevant

information with respect thereto to Boscov's, and Vendor shall indemnify, defend and hold Boscov's, its successors, assigns, shareholders, officers, directors, employees, agents, customers and those selling or using its products, harmless from and against any and all Losses paid or incurred by them arising out of or relating or incidental to such goods or services provided by Vendor, including, without limitation, any costs associated with recalling products developed, manufactured, or created by Boscov's with the aid of such goods or services. Should Boscov's, either voluntarily or involuntarily, initiate a recall of such products, or if a government or agency shall take action with respect to them, Vendor shall assist and cooperate with Boscov's in all respects with said recall, including, but not limited to, developing a recall strategy for the products and working with Boscov's and any applicable governmental agency in monitoring Boscov's recall operating and in preparing and furnishing such reports, records or other such information as is necessary in connection therewith, and Vendor agrees to pay all costs and Losses associated with such recall.

17. COMPLIANCE NOTIFICATIONS. Without limiting the Vendor obligations set forth in Section 16 above, Vendor is responsible for immediately notifying Boscov's of any goods which contain any material known to the state of California to be harmful to individuals pursuant to California Proposition 65. ("Prop 65"). Details of Prop 65 including a list of chemicals requiring notification to California residents can be found on the California's OEHHA website at <https://oehha.ca.gov/proposition-65/general-info/proposition-65-plain-language>. Upon Vendor boarding and in each succeeding year that the Vendor sells goods to Boscov's, the Vendor is required to complete a then current Boscov's Prop 65 Notice <http://vspec.boscovs.com/Proposition65VendorStatement.pdf> indicating if any goods sold to Boscov's require a consumer notice under Prop 65 and to provide any additional product information required for the consumer notice.

Vendors selling composite wood products to Boscov's on or after December 12, 2017 are required to include notices related to U.S. Environmental Protection Agency TSCA Title VI (40 CFR §§ 770.30, 770.40) applicable to certain composite wood products (see the EPA website for details: <https://www.epa.gov/enforcement/toxic-substances-control-act-tsca-and-federal-facilities>). In order to ensure Boscov's compliance with these regulations, we are required to only purchase compliant composite wood products and receive and maintain invoices, bills of lading or comparable documents that include a written statement from the supplier that the composite wood product is compliant. Therefore, on or before December 12, 2017 invoices, bills of lading or comparable documents for covered composite wood products sold by Vendor to Boscov's must include the following statement: "Seller confirms the composite wood product meets the United States Environmental Protection Agency's standard requirements of Toxic Substances Control Act (TSCA) for Formaldehyde Emissions from Composite Wood Products specified in the TSCA Title VI (40 CFR §§ 770.30, 770.40)."

18. GENERAL INDEMNIFICATION: To the fullest extent permitted by law, Vendor shall indemnify, defend and hold Boscov's, its successors, assigns, members, affiliates, officers, directors, employees, agents, customers and those persons selling or using any of Boscov's

products, and any affiliated company of Boscov's, its shareholders, officers, directors, employees, agent and customers and agents, harmless from and against any and all Losses arising out of or relating or incidental to any breach by Vendor of the terms, covenants, warranties and conditions of the Agreement, or any act or failure to act by Vendor or its agents, representatives or employees in the performance of the Agreement, including, but not limited to:

(a) Death or injury to persons or damage to property, by whomsoever suffered, claimed to have resulted from any alleged defect in the goods or services, or the performance by Vendor of work or services pursuant to the Agreement, or the work or performance of services by Vendor's agents, representatives or employees, on the premises of Boscov's or one of its customers or suppliers, or from the failure of the goods to comply with any applicable sample or specification or with the express or implied warranties given by Vendor, its agents, representatives or employees, and

(b) Losses arising out of the alleged violation by Vendor in the manufacture, processing, storage or sale of the goods, or in the performance by Vendor under the Agreement of any work or services pursuant to the Agreement, of any Federal, state or local law, statute, ordinance or administrative order, rule, regulation or standard.

Boscov's shall have the right to employ counsel separate from counsel employed by Vendor in any such proceeding for which Boscov's may be indemnified by Vendor under the Agreement and to participate in the defense thereof, and the expense of such counsel employed by Boscov's shall be borne by Vendor. Vendor shall reimburse Boscov's on an on-going, periodic basis for all fees, costs and expenses incurred by Boscov's promptly after submission of statements of expenses of Boscov's during the pendency of any such proceeding.

19. INSURANCE: Vendor shall carry the following insurance with an insurance company or companies rated "A" or higher by A.M. Best Company:

(a) General liability coverage of not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate; \$2,000,000 products and completed operations aggregate;

(b) Automobile liability coverage, including coverage for owned, non-owned, and hired/borrowed vehicles, with a minimum coverage of not less than \$1,000,000 for bodily injury and property damages combined limit, each accident;

(c) Worker's Compensation coverage as required by statute;

(d) Employer's liability insurance with minimum limits not less than \$1,000,000 for bodily injury each accident, \$1,000,000 bodily injury by disease – each employee, and \$1,00,000 bodily injury by disease – policy limit.

Boscov's Inc. and Boscov's Department Store, LLC shall be listed on the general liability policy as additional insured. Vendor shall furnish promptly to Boscov's an insurance carrier certificate evidencing such above-required insurance policies, listing Boscov's Inc. and Boscov's Department Store, LLC as Certificate Holder and providing a minimum of sixty (60) days written notice (or maximum allowed by statute) prior to cancellation or non-renewal. All liability policies shall be written on an "occurrence" basis. Said certificate must set forth the amount of coverage, policy, number and date of expiration.

20. ADVERTISING, NONDISCLOSURE OF CONTENTS OF AGREEMENT: Except as approved by Boscov's and in conformity with Boscov's policies published from time to time, Vendor shall not, without Boscov's written consent (a) in any manner advertise, publicize, publish or otherwise draw attention to the fact that Vendor has furnished or contracted to furnish to Boscov's the goods or services purchased hereby, (b) or disclose any of the details connected with the Agreement to any third party except as required for procurement of supplies and services for use in the performance of the Agreement, and then only after the substance of this prohibition is inserted in its orders and made binding upon any third party, or (c) in any television or radio appearance or other public occasion or before any audience disclose or refer to Vendor's relationship with Boscov's. The terms of this section shall survive the termination of the Agreement for any reason.

21. CONFIDENTIAL INFORMATION, BOSCOV'S PROPERTY:

(a) Drawings, electronic data, designs, samples, trade secrets, trademarks, trade names, trade dress, copyrights, rights of publicity, order requirements, financial and marketing information, strategic plans, pricing, customers, vendors, employees, and any other information regarding its business supplied by Boscov's shall remain Boscov's property and proprietary information and shall be held in confidence by Vendor. Such information shall not be reproduced, used and/or disclosed to others by Vendor without Boscov's prior written consent, except as required for the performance of the Agreement and except to the extent that Vendor is able to establish to Boscov's satisfaction that such information (i) was known by Vendor at the time of disclosure to it by Boscov's, (ii) became known to Vendor after such disclosure to it by Boscov's through a third party as a matter of right and without restriction on disclosure, or (iii) is or has become generally known or available to the public through no act or failure to act on the part of the Vendor. All such information including all reproductions shall be returned to Boscov's immediately upon demand, and otherwise upon completion or performance by Vendor of the Agreement or its termination for any reason. The foregoing information shall be at all times labeled as confidential property of Boscov's and treated in a confidential matter by Vendor, and Vendor acknowledges and agrees that disclosure of this information to the industry as a whole would injure Boscov's competitive advantage. The terms of this section shall survive the termination of the Agreement for any reason.

22. CUSTOMER PRIVACY AND DATA SECURITY:

(a) Vendor (i) has adopted and will maintain policies and procedures designed to protect the privacy and security of Boscov's customers' nonpublic personal information in compliance with applicable law, including without limitation, Title V of the Gramm-Leach-Bliley Act and any rule or regulation promulgated thereunder, any applicable law, rule, or regulation, of the Federal Trade Commission, the Securities and Exchange Commission, the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve Board, state regulatory authorities and industry self-regulatory organizations (collectively, "Legal Requirements"), related to the privacy and security of Non-Public Personal Information (as defined below); (ii) will cooperate fully with Boscov's, and follow and comply with all reasonable instructions and directions by Boscov's to ensure compliance with the Legal Requirements; and (iii) will not sell, transfer, rent or disclose to any affiliated or non-affiliated third parties or use, except as expressly agreed by Boscov's, any of the Non-Public Personal Information or any data which could reasonably be used to identify a specific named individual ("Individual Data"). Where Boscov's grants permission for release of Individual Data to third parties, Vendor will obtain written assurances from the third party recipients of Individual Data that such third party will provide the option, in any communications generated by, or on behalf of, the third party recipients of Individual Data, for the customer of Boscov's to elect not to receive any further communications from such third party. For purposes of the Agreement, "Non-Public Personal Information" shall mean any and all customer information collected and obtained from Boscov's, including, but not limited to name, e-mail, mailing or other address; account number, postal code; telephone number; gender other demographic characteristics; year or date of birth; social security or other tax identification number; educational background; occupation or other socio-economic or financial information; credit situation; pattern of use; nature, subject matter, date or amount paid in any commercial transaction(s); number or identification of viewed/downloaded web site(s); preferences, profile, personal interests or habits; and any other identifying information, regardless of its accuracy or completeness.

(b) If Vendor (i) receives a complaint concerning a violation or alleged violation of privacy rights or other customer notice with respect to information sharing involving an opt out of sharing any Individual Data between the parties, or (ii) if Vendor becomes aware of a breach of data security involving Individual Data, Vendor shall promptly notify Boscov's.

(c) Vendor understands and agrees that Boscov's will suffer irreparable harm in the event that of a breach of any obligations in this section and that monetary damages will be inadequate to compensate Boscov's for such breach. Accordingly, Vendor agrees that, in the event of a breach or threatened breach of any of the provisions of this section, in addition to and not in limitation of any other rights, remedies or damages available at law or in equity and notwithstanding any dispute resolution provisions in the Agreement, Boscov's will be entitled to a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or restrain any such breach.

23. AUDIT:

(a) Without advance notice but during regular business hours, Boscov's, its designated representatives and any independent inspectors approved by Boscov's, may inspect any facilities at which any goods or components for goods are being manufactured or assembled or stored (including any facilities of Vendor, its affiliates, subsidiaries, subcontractors and suppliers) and any and all goods at any stage of manufacture, assembly or delivery.

(b) Upon seven (7) business days' notice to Vendor, Boscov's shall have the right to audit all books, systems and records of Vendor in order to verify reports, statements and invoices issued by Vendor in relation to Vendor's performance under the Agreement. Any such audit shall be conducted during normal business hours without unreasonable burden on Vendor's business by Boscov's corporate internal audit personnel or by an auditor of nationally recognized standing selected by Boscov's. Should any inspection or audit referred to in this Section 23 reveal any violation of the Agreement (including the Code of Conduct) Vendor shall reimburse Boscov's for all costs directly or indirectly related thereto.

24. LABOR DISPUTES: Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Agreement by Vendor, Vendor shall immediately give notice to Boscov's.

25. FUTURE TAXES: All taxes, assessments, duties or any charge or increase not in effect on the date of the Agreement which may, prior to the completion of deliveries of goods or performance of services, be levied by any governmental agency on products, containers for products or services shall be the liability of Vendor without recourse to Boscov's.

26. CHANGES: In addition to Boscov's right to cancel the Agreement, Boscov's reserves the right to make changes within the general scope of the Agreement, by any reasonable means, and if requested by Vendor, such changes shall be confirmed in writing by Boscov's. If any such change causes and increase or decrease in the cost of, or time required for, Vendor's performance, the price therefor and/or time required for performance shall be equitably adjusted. Any claim for adjustment hereunder must be asserted in writing within thirty (30) days from the date the change is ordered. Failure on the part of either party to assert its claim within the time provided shall operate as a waiver thereof.

27. DISPUTES AND RESOLUTIONS: In the event of a dispute with respect to the Agreement, the parties shall endeavor, in good faith, to reach an amicable resolution of the dispute. If the dispute is not resolved within thirty (30) days after receipt of the notice of the existence of the dispute, either party may seek any resolution in accordance with Section 29 hereof. As to disputes concerning any amount invoiced by Vendor, Vendor shall provide to Boscov's, promptly after any Boscov's request therefore, such additional documents and/or information as Boscov's reasonably may request, including written proof of delivery. Should Boscov's dispute any invoice, in whole or in part, Boscov's may withhold the disputed amount and Boscov's failure to pay such disputed amount shall not be deemed a breach of the Agreement or otherwise subject Boscov's to any liability, charge or penalty.

28. FORCE MAJEURE:

(a) Boscov's reserves the right to defer any shipment under the Agreement, cancel or modify the Agreement or change any performance dates if Boscov's performance is delayed on account of strikes affecting Boscov's plant or the plants of any of Boscov's suppliers, fire, an act of God, government order or regulation or other conditions beyond Boscov's control.

(b) Vendor shall not be liable for delays or defaults in delivery due to fire, an act of God, governmental order or other unforeseeable causes beyond its control and without its fault or negligence, provided that Vendor notifies Boscov's within ten (10) days after Vendor first knows of same, time of such notification being of the essence, and Boscov's shall have the right to cancel the Agreement or any part of it without penalty.

29. GOVERNING LAW AND CONSENT TO JURISDICTION: The Agreement shall be governed by and construed in accordance with the laws and decisions of the Commonwealth of Pennsylvania, excluding its laws of conflict of laws, and Vendor consents, exclusively to the adjudication of any dispute arising out of the Agreement by any federal or state court of competent jurisdiction sitting in Berks County, Pennsylvania and waives any objection to such venue.

30. ASSIGNMENT: The Agreement and any payment or performance due under it may not be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Vendor without the prior written consent of Boscov's. Boscov's may assign its rights under the Agreement to any of its affiliated companies or to other parties at any time and the Agreement shall inure to the benefit to Boscov's, its successors and assigns.

31. WAIVER: No act or failure to act of Boscov's shall constitute a waiver of any provision contained in the Agreement and to be valid a waiver of any requirement or obligation under the Agreement must be writing and signed by Boscov's. A waiver and/or failure to insist on strict performance of any of the terms of conditions of the Agreement, or the failure to take advantage of any rights provided in the Agreement, shall not constitute a waiver or excuse for nonperformance of any other terms or conditions of the Agreement or relinquishment of any other rights in the Agreement, or a waiver or excuse of nonperformance or relinquishment of rights regarding any later failure to perform.

32. SECTION HEADINGS: The section headings contained herein are not part of the Agreement, but are included solely for the convenience of the parties.

33. INDEPENDENT CONTRACTORS: Nothing contained in the Agreement shall be construed as creating a partnership or joint venture between Boscov's and Vendor, and Vendor shall at all times during the term of the Agreement be deemed to be an independent contractor, solely responsible for the manner by and the form in which it fulfills the Agreement. To the extent Vendor's obligations under the Agreement require the performance of services by Vendor on the premises of Boscov's, Vendor agrees that such services are to be rendered by Vendor as an

independent contractor and Vendor shall comply with all of Boscov's safety rules and regulations and shall provide all safeguards and take all necessary precautions to prevent the occurrence of any injury to any person or property during the performance of such services.

34. NOTICES: Any and all notices, consents or approvals called for hereunder shall be in writing or e-mail and shall be delivered or sent by overnight delivery service or by certified mail, return receipt requested, enclosed in a sealed envelope with first class postage thereon, addressed in the case of Boscov's to its office located at the address set forth on the front side of this document, and in the case of Vendor, at such address as Vendor shall provide Boscov's, or if no address is provided, at Vendor's principal offices. The address of either party may be changed by written notice to the other. Any notice will be deemed to have been received by a party the same date as sent if sent by facsimile (fax) or courier, the next day if sent by overnight delivery service and three (3) days from the date sent if given by certified mail, return receipt requested.

35. SEVERABILITY: The provisions of the Agreement are severable, and if any provision is held to be enforceable, in any jurisdiction, the remaining provisions will continue in full force and effect.

36. AMENDMENT: The Agreement may be amended only by a writing signed by a duly authorized representative of Boscov's.