

UNCOMMON GOODS VENDOR TERMS AND CONDITIONS

At UncommonGoods, we want to be our customers' favorite place to shop. We also want to be your favorite retail account. We aim to do that by offering shoppers your creatively designed, high quality products combined with our award-winning service. And we guarantee our customers' satisfaction. Forever. This has been true since we founded the company back in 1999 and it has enabled UncommonGoods to grow every year since then, regardless of economic conditions.

We want to continue growing and selling more of your product, which means we must continue to improve. In order to provide an even better customer and supplier experience, we need to ensure that we have a clear and mutual understanding of standards and processes. The Uncommon Goods Vendor Manual (the "Vendor Manual"), created with input from a wide range of our suppliers, provides clarity and accountability on our processes and standards. The below terms and conditions further outlines our expectations and stipulates the terms of this partnership. You (the "Vendor") and UncommonGoods, L.L.C. ("UG") agree that all UG orders of products and services from Vendor are governed by the following terms and conditions and any additional terms and conditions included in the then-current Vendor Manual (collectively, the "Agreement").

The Vendor and UG agree as follows:

1. Price and Payment.

- (a) No order shall be filled at prices higher than those stated in that order unless authorized in writing by UG.
- (b) Unless otherwise stated in an order, prices are deemed to include all taxes.
- (c) Payment terms will be stated in each order.
- (d) UG may deduct from any amounts due to Vendor the amount of any claims (including rights to reimbursement) UG may have against Vendor regarding one or more purchases or purchase orders from Vendor.

2. Title and Delivery.

- (a) Vendor shall have title to and bear the risk of any loss or damage to products until delivered to UG or its customers. Title to products shall pass from Vendor to UG only upon delivery to UG.
- (b) Time is of the essence with respect to delivery. Unless approved in writing by UG, Vendor shall deliver products in each order in strict accordance with the delivery dates stated in the order. Otherwise, UG may refuse delivery; return products at Vendor's cost; or pay on the date that payment would be due if Vendor's delivery was made as specified in the order.

- (c) Vendor shall promptly notify UG of any delay in delivery of products.
- (d) Products shall be prepared for shipment as stated in the Vendor Manual.

3. Quantities. The signed bill of lading or other shipping documents constitutes conclusive proof of the number of cases received by UG, and UG's count of the contents of each case is conclusive with respect to the quantity.

4. Inspection and Acceptance.

- (a) All products are subject to final inspection and acceptance by UG after delivery.
- (b) If UG determines that products are defective or do not meet specifications, UG has the right, at its option in its sole discretion, to:
 - (i) reject the products and obtain a refund of the purchase price and any shipping charges;
 - (ii) require repair or replacement of the products by Vendor;
 - (iii) repair or replace such Products and charge to Vendor any cost incurred by UG;
 - (iv) obtain substitute products and charge Vendor for the cost;
 - (v) without further notice, terminate the order for default;
 - (vi) require an appropriate reduction in the purchase price;
 - (vii) take any other action contemplated by the Vendor Manual.

UG will undertake reasonable efforts to obtain all repairs and replacements from the original vendor when possible.

- (c) Vendor shall reimburse UG, in accordance with charges outlined in the Compliance Program section of the Vendor Manual, for:
 - (i) all administrative expenses set forth in the Charge Back Summary contained in the Vendor Manual, and transportation expenses for orders not in compliance, and
 - (ii) all expenses incurred in marketing, promoting and/or selling products the sales of which are cancelled or reduced because of back orders or order cancellations due to rejection, late delivery or delivery of insufficient quantities.
- (d) Payment for, or failure to inspect, any products shall not be deemed an acceptance of such products.

UG reserves the right to inspect any products in its warehouse at any time and, if such products are determined by UG to be defective, Vendor shall promptly upon demand reimburse UG in accordance with charges outlined in the Compliance Program section of the -Vendor Manual, provided that, if the parties previously agreed to an expiration date with regard to such products, such date has not passed at the time such defect is determined by UG.

5. Cancellation. Without liability UG may, upon notice to Vendor, cancel in whole or in part any or all orders issued to Vendor if:

- (a) Absent extension of such date by agreement of the parties in writing, Vendor fails to deliver products by the date specified in an order;
- (b) Vendor fails to make progress with regard to an order so as to endanger performance;
- (c) any bankruptcy proceedings are filed by or against Vendor;
- (d) a receiver is appointed for the benefit of Vendor's creditors; or
- (e) Vendor or its subcontractors or suppliers make any false statements or misleading omissions in connection with performance, or fail to comply with applicable law.

Upon cancellation, Vendor shall promptly refund to UG all amounts paid for the cancelled products.

6. Termination for Convenience. UG may terminate the whole or any part of an order for convenience at any time before delivery of products. Upon termination, Vendor shall promptly refund to UG all amounts paid for the cancelled products.

7. Warranty. Vendor warrants that the products and services it provides:

- (a) will conform in all respects to (i) specifications and performance requirements set forth in the order; (ii) any samples furnished and/or approved by UG; (iii) any additional written specifications and performance requirements sent to Vendor by UG; and (iv) specifications, requirements, and applicable performance and composition requirements set forth in the Vendor Manual, and under no circumstances will Vendor substitute or change any specifications, standards, quantities, sizes, colors or styles, or any samples furnished to and/or approved by UG without written permission from UG;
- (b) will be of recent manufacture and of highest quality, workmanship, and material;
- (c) will be fit for the particular purpose intended by UG including anticipated uses by consumers, and free from defects of any kind in design, material, and workmanship;
- (d) are suitable for the purpose ordinarily intended and for the anticipated use expressed by UG;
- (e) will satisfy any and all performance specifications and/or requirements specified by UG;
- (f) will have been designed, manufactured, tested, labeled, sold, and delivered in strict compliance with all applicable industry safety standards, including but not limited to, all safety, design, and testing standards and procedures published by ASTM, ANSI, and UL, and with all applicable laws, regulations, codes, and safety standards to which the

products and services are subject, and that Vendor shall execute upon UG's request, and shall comply with the requirements of, any compliance statement required by UG;

- (g) are safe for any anticipated use or reasonably anticipated misuse by consumers (and Vendor has conducted all tests necessary to support this warranty, including tests by third parties as required under applicable laws) and comply with and are manufactured and labeled in accordance with the provisions of all federal and state laws, including all amendments thereto, and rules and regulations, including, but not limited to the following: The Consumer Products Safety Act; Consumer Product Safety Improvement Act of 2008; Flammable Fabrics Act; Federal Food Drug and Cosmetics Act; Child Protection and Toy Safety Act; Hazardous Substances Labeling Act; Poison Prevention Packaging Act of 1970; Textile Fiber Products Identification Act; Federal Wool Products Labeling Act; Federal Trade Commission Act; California Proposition 65; and Vendor shall immediately report to UG any information regarding the safety of products;
- (h) will be in full compliance with U. S. import related laws and regulations administered by U.S. Customs and Border Protection, and that all information provided on product descriptions, quantities, classification, quota, tariff and country of origin has been completely and accurately stated, and that Vendor's facilities and procedures will comply with security guidelines issued by UG or the United States pursuant to the Customers and Trade Partnership Against Terrorism; and
- (i) Vendor possesses all legal rights to the products and product names, including their intellectual property, and the products and services it provides do not violate the trademark, copyright, patent rights or any other intellectual property rights of others.

Any disclaimer of these express warranties or any implied warranties of merchantability or fitness for a particular purpose, or other contractual obligations, or limitation of remedies for breach of warranties shall be ineffective. All remedies and warranties shall survive inspection, tests, acceptance and payment by UG. These warranties are in addition to all other warranties, whether express or implied, given by Vendor to UG or imposed by law. All Vendor warranties shall run to the benefit of UG and its customers.

8. U. S. Customs. Upon request, Vendor shall provide UG's employees and/or its representatives with both (a) access to its facilities and (b) true and accurate copies of all documentation necessary to evaluate Vendor's facilities and procedures for compliance with U.S. Customs laws, procedures and security guidelines.

9. Imported Merchandise. (Applicable only to Vendors who import to the United States part or all of products supplied.) UG may seek duty drawback with regard to products on eligible, imported, duty-paid products. If Vendor supplies products which are eligible for duty-drawback, Vendor shall, at UG's request, provide directly to an independent drawback broker designated by UG within 30 days of request the documentation or information required by such broker in order to complete a drawback claim with respect to said products, including, without limitation, a Certificate of Delivery, Certificate of Manufacture (if applicable), import entry, date of entry, port of entry, and amount of duty paid. Each document provided pursuant to this paragraph shall be in a form that will be acceptable to the United States Customs Service for purposes of

claiming a duty drawback. No documentation or information required pursuant to this paragraph will be disclosed by the broker to UG, and Vendor may require such broker to agree to maintain the confidentiality of this information prior to disclosure.

10. Intellectual Property Rights. Unless otherwise expressly agreed in writing, all rights to products cooperatively developed or designed by UG and Vendor, or designed by UG in part or whole, shall vest in and be the sole property of UG, and Vendor retains no intellectual property rights. Vendor agrees to execute documents acknowledging UG's ownership.

11. Indemnity. Vendor shall defend, protect, hold harmless, and indemnify UG and its officers, directors, employees, owners, insurers, and any other business entities under common ownership or control with UG (for purposes of this Section 11, collectively "UG") and its successors and assigns from and against all claims, suits, liabilities, damages, losses, and expenses, including without limitation:

- (a) reasonable attorneys' and consultants' fees and expenses;
- (b) penalties and costs arising from proceedings by a governmental agency or its designee, customers or third parties;
- (c) expenses of recall, inspection, testing, and replacement; correction of products or services of every kind and nature; and
- (d) consequential damages asserted against or incurred by UG that arise from:
 - (i) the actual or alleged infringement of any patent, copyright, trademark (other than exclusive marks specified by UG), or intellectual property rights by Vendor products or services or the name(s) associated with any of the products and services;
 - (ii) violation of any federal or state laws, including, but not limited to, those relating to unfair trade practices, restricted substances, product safety, product labeling and packaging, and consumer protection laws of any kind;
 - (iii) the purchase, sale, or use of products supplied by Vendor to UG; or
 - (iv) Vendor's breach of any representations, warranties, or certifications in this Agreement or in any compliance statement executed by Vendor.

12. Limitation of Liability of UG. UG SHALL NOT BE LIABLE FOR INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES.

13. Protection of Trademarks. Without UG's prior written consent, Vendor shall not sell, either at retail or wholesale, or otherwise transfer to third parties, merchandise or materials which bear UG's label, trademark, logo or design or any other characteristics which identify the products as coming from UG. All distinctive identification marks must be completely removed or defaced before being liquidated to third parties. In addition, Vendor is in no way authorized to sell, use, or otherwise distribute excess UG labels beyond those needed to fulfill UG orders. In the event that Vendor has UG merchandise to be liquidated, Vendor shall notify UG. If

liquidations by Vendor violate this paragraph, UG shall be entitled to recover all damages, losses, and costs incurred as a result of improper liquidations, and to equitable relief to prevent any threatened or actual violation.

14. Confidentiality. All information disclosed by UG to Vendor, including without limitation information regarding purchasing, handling, and marketing of products and UG's purchases from Vendor, as well as all information relative to UG customers that is provided to Vendor, shall be treated by Vendor as strictly confidential and shall not be disclosed by Vendor to third parties without UG's written consent. Vendor agrees that customer information includes but is not limited to the addresses and telephone numbers of UG's customers, and that such information shall be used by Vendor only in connection with UG's purchase of products from UG. If UG provides customer information to Vendor, Vendor shall maintain a written information security plan satisfactory to UG.

15. Relationship Between the Parties. Vendor is not authorized to act on behalf of or under the authority of UG and is not an agent or other representative of UG.

16. Miscellaneous.

- (a) Vendor shall not assign or subcontract this Agreement or any order without UG's prior written consent.
- (b) This Agreement is governed by New York law without regard to conflicts of law provisions. Any dispute arising out of this Agreement shall be determined by binding arbitration in New York, New York. The arbitration shall be administered by a single arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. The parties waive any right to jury trial. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall have the sole authority to and shall address all claims or arguments either party may raise concerning the formation, legality, and enforceability of this arbitration provision, the scope of this arbitration provision, and the arbitrability of any claim or issue arising between the parties.
- (c) The rights and remedies of UG shall be cumulative and in addition to any other rights and remedies provided by law or equity or those provided under the Uniform Commercial Code and shall survive inspection, tests, acceptance, and payment by UG.
- (d) This Agreement contains the entire agreement between the parties. The terms and conditions of this Agreement may be amended only in writing signed by the parties, and shall not be modified or interpreted by any trade usage or prior course of dealing. Any terms in Vendor's invoice, billing statements, acknowledgment forms, bills of lading or shipping documents, or other documents that are inconsistent with or add to the terms and conditions of this Agreement are superseded by this Agreement and shall be of no force or effect.

- (e) The terms and conditions of this Agreement cannot be waived except in writing signed on behalf of the party against whom the waiver is asserted. No waiver of a breach shall constitute a waiver of a subsequent breach.
- (f) If any part of this Agreement is found invalid or unenforceable, it will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force;
- (g) In any proceeding arising from or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses.
- (h) All notices required by this Agreement must be in writing and shall be effective upon receipt or refusal. Notices may be delivered via email.
- (i) All obligations of confidentiality and indemnification, and other obligations which by their nature should survive, will survive any termination of the relationship between the parties.
- (j) Vendor and its suppliers and subcontractor shall comply with UG's Code of Conduct, and are responsible for knowing which laws, regulations, and codes are applicable to it and its products.
- (k) This Agreement entered into as of the day and year executed by both parties as noted below. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement. Facsimile, electronic, and digital copies of this document, including properly executed PDF versions of this document, are regarded as original instruments by the parties, and electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- (l) The individual who signs this Agreement on behalf of a party is duly authorized to do so.

UNCOMMONGOODS, L.L.C.

Please print Company/Vendor Legal Name:

Sign Agreement: _____

Sign Agreement: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Completed: _____

Date Completed: _____